









CHIP BERGH

President and Chief Executive Officer

**DEAR SHAREHOLDERS, CUSTOMERS,
EMPLOYEES AND OTHER STAKEHOLDERS,**

2014 was another year of meaningful progress against our objective of being the best apparel company in the world, again.

Over the last three years, we have been focused on our four long-term growth strategies:

- Drive the profitable core business
- Expand the reach of our brands
- Become a world-class omni-channel retailer
- Leverage our global scale to improve our cost structure.

We've grown net revenue and adjusted Earnings Before Interest and Taxes (EBIT) for two fiscal years in a row. Fiscal 2014 was the first time in nearly a decade the company has delivered two consecutive years of profitable growth.

Over time, we have strengthened the structural economics of the business. Since 2011, our Adjusted EBIT margin as a percentage of revenue has improved 210 basis points from 8.5 percent to 10.6 percent.* We have also significantly strengthened the balance sheet, reducing overall gross debt by nearly \$750 million since fiscal 2011. Our gross leverage ratio has improved from 3.8x to 2.0x in the past three fiscal years.* Additionally, we have improved cash flow and cash-on-hand. Two major credit ratings agencies have acknowledged our de-leveraging of the balance sheet with credit rating upgrades.

This has translated into strong value creation over the last three years, with the stock price more than doubling between December 2011 and December 2014. I'm proud to say that we're doing all of this while upholding our unwavering commitment to delivering profits through principles.

FOCUSED ON WHAT WE CAN CONTROL

In 2014, we announced a global productivity initiative with the overall objective to achieve \$175 - 200 million in net annualized savings. The initiative is off to a good start, with the actions we took in 2014 expected to deliver between \$125-150 million in net annualized savings. We are driving productivity to improve our overall competitiveness, but also to generate the fuel to invest in priority growth opportunities like ecommerce and retail.

FINANCIAL HIGHLIGHTS FOR FISCAL YEAR 2014:

- **Net revenues** grew 2 percent to \$4.8 billion, primarily due to fiscal 2014 having 53 weeks (versus 52 in 2013 and 2015) and two black Fridays. Excluding currency impacts, revenues grew 3 percent.
- **Gross margin** was 49 percent of revenues in 2014, down 80 basis points compared with 2013. This is mostly due to increased discounted sales and our efforts to reduce inventories by year-end.
- **Net income** was \$106 million, down from \$229 million the prior year, primarily reflecting \$156 million in restructuring charges related to the global productivity initiative.

* These are non-GAAP amounts. For a reconciliation of non-GAAP financial measures to comparable GAAP measures, see (1) our press release dated February 12, 2015, for the fourth quarter and year ended November 30, 2014, and (2) the Reconciliation of GAAP to non-GAAP Financial Measures for Fiscal Years 2014, 2013, 2012, 2011 and 2010, each of which is on our website at levistrauss.com under Investors/Financial News & Events and Investor/Earnings Webcast & Other Financial Information, respectively.

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- **Adjusted EBIT** grew nearly 8 percent to \$504 million from \$467 million in 2013. Adjusted EBIT margin was nearly 11 percent and grew 60 basis points over 2013.*
 - **Free cash flow** was \$123 million for 2014. Cash and cash equivalents at the end of 2014 were \$298 million.*
 - **Total liquidity** remains nearly \$1 billion.
 - **Net debt** is down to \$926 million from \$1.1 billion last year. We reduced gross debt in the year by more than \$300 million with the redemption of our Euro bonds.*
 - **Value of the company's equity** grew more than 25 percent compared with 2013.
 - **The 2014 Dividend payment** (paid in April 2015) is \$50 million, up from \$30 million last year.

2014: OUR STRATEGIES ARE DELIVERING RESULTS

Our focus on delivering against these strategies was a key driver of our growth in 2014, with the Levi's® brand growing and passing the \$4 billion in sales threshold for the first time in 15 years.

This past year, we activated two significant marketing programs—launching the global Live in Levi's® campaign and unveiling Levi's® Stadium. Results show that the Live in Levi's® campaign is driving growth at more than payout levels. And, Levi's® Stadium delivered a very high return on investment (ROI) in the first year.

All three regions—the Americas; Europe; and Asia, Middle East and Africa—grew in 2014, and it was the first time in three years that both Europe and Asia grew. We've also been focused on expanding our Levi's® women's business, which returned to growth, globally, in the second half of 2014. We aim to continue that positive momentum in 2015.

BECOMING A LEADING OMNI-CHANNEL RETAILER

Our global retail business grew this past year by a low double-digit percent, driven by a combination of solid same-store growth and net new stores. This was despite a difficult retail environment

that was highly promotional given very soft traffic, globally. Our results were driven by great service in our stores and very strong conversion levels. It is clear that we outperformed most of the key vertical retailers in our industry last year.

We also grew our ecommerce business globally this past year by double digits, off of a very small base. We are investing aggressively in ecommerce, both in technology (to deliver a superior consumer experience) and capability, building out our ecommerce team largely with ecommerce veterans from Silicon Valley.

IN 2015: THE OPPORTUNITIES AHEAD

We have some headwinds as we enter 2015. We expect the strengthening of the U.S. dollar and the highly promotional environment to remain a challenge. In addition, we will return to a 52-week fiscal year in 2015. That said, we are focused on what we can control and reviewing actions to mitigate the impact of foreign exchange effects. These challenges face us and our competitors, and our ability to better navigate these issues will help us come out stronger.

In 2015, we are introducing a whole new line of **Levi's® women's products**. Every aspect has been designed and tested to meet the needs of women around the world. Early response has been promising and we're focused on making this launch a success. We'll make important investments in marketing, advertising and in-store presentation to drive awareness and purchase of the new line.

Another priority for the year ahead is to reset our strategy on the **Dockers® brand** going forward. 2014 was a difficult year for the brand, but we believe in its potential and are committed to returning this market leader to profitable growth.

We will also continue to invest in our **direct-to-consumer** business, including ecommerce and our company-operated retail stores. We want the consumer to be able to find what they want, where they want it, so we're looking at making

more effective, profitable and brand-enhancing investments. In addition, we are working with important wholesale customers to continue to evolve and improve the consumer experience in their stores.

Fiscal 2015 will be an important one as we continue to execute the global productivity initiative, initially announced in March of 2014. The changes we're making will make us more competitive — both in our cost structure and in the marketplace — improving our agility and enabling us to focus on innovation, retail productivity, omni-channel capabilities and an enhanced in-store consumer experience.

As part of this global productivity initiative, we announced plans to outsource certain back-office transactional work within information technology, finance, human resources, customer service and consumer relations to a strategic business partner. Outsourced functions and effective management through our Global Business Services organization will simplify how we operate, improve our productivity levels, increase our agility and further reduce costs. It's an important step in the transformation of LS&Co.

We also remain committed to growing the top and bottom line in constant currency again in 2015. And, if we're able to achieve it, it will be the first time in 20 years that the company has grown the top and bottom line, in constant currency dollars, three years in a row.

AT THE CENTER OF CULTURE

In May 2013, we announced the naming rights deal with the San Francisco 49ers, and this past Fall, Levi's® Stadium opened. Our first year with the stadium was a success in every measure, including strong marketing ROI, very strong consumer awareness and a strong activation program. The year ahead will be very exciting with Levi's® Stadium hosting the biggest one-day sporting event in the world in February 2016: Super Bowl 50.

The new Levi's® Stadium, home of the San Francisco 49ers, inspired us to design a special collection

of Levi's® Trucker jackets in team colors. Whether they're in Levi's® Stadium or any arena around the globe, fans proudly wear their Levi's® jeans with their team's jersey. We will expand this successful program to other NFL teams this year.

Everywhere I went this past year — whether Chicago, China, Russia, Hong Kong, London, India or South Africa — I was constantly reminded that our brands live at the epicenter of culture. My trip to South Africa, which helped commemorate our 20-year anniversary of doing business in the country, reminded me that LS&Co. was one of the first companies to enter South Africa after apartheid ended. We have never shied away from taking an important stand for equality and human rights, and our 20 years in South Africa was another reminder of how this company leads.

PROFITS THROUGH PRINCIPLES

We have always leveraged our business to champion economic opportunity, sustainability and social justice. And we strive to make our clothes with the utmost respect for the people who dedicate themselves to the craft.

We've long had the highest expectations of our suppliers in the industry. I'm proud that we were the first apparel company to require them to adhere to a strict standard of conduct if they wanted to do business with us. That was a bold move when we launched our Terms of Engagement (TOE) in 1991. And today, we have built on this leadership with pioneering programs that look beyond compliance issues to improving the lives of workers.

This year, we extended our TOE to financially incentivize our global base of suppliers for achieving a higher level of social and environmental performance. Basically, the higher your TOE score, the greater the financial reward. We did this through a partnership with the World Bank's International Finance Corporation, creating a first-of-its-kind program based on LS&Co.'s industry-leading supplier standards.

One of the ways suppliers can achieve higher scores is through the Improving Worker Well-being program that we piloted in five countries. Looking beyond the factory walls, we helped create programs—including financial literacy training and health care education—that benefit the workers. As a result of the program, which is funded in part and supported by the Levi Strauss Foundation, we've seen lower absenteeism and higher productivity in the pilot. In many cases, our suppliers are seeing a significant return—up to \$3 for every \$1 invested in the program.

WHEN WE LEAD, OTHERS FOLLOW

We have some ambitious sustainability targets for the next few years—from increasing the number of facilities with the Improving Worker Well-being program to expanding our Better Cotton sourcing efforts. Overall, we'll continue to focus on creating programs that push the apparel industry forward because we've shown time and again that when we lead, others follow.

Our goal is to be the most sustainable apparel company in the world and we're making measurable progress. We recently marked a milestone, saving more than 1 billion liters of water since 2011 through our efforts, including Water™ products. By updating our product lifecycle assessment, we continue to take the campaign to consumers who have tremendous potential to affect the total water consumption in the lifecycle of a pair of jeans.

We want our consumers to feel good about purchasing our products, knowing they've been made with social and environmental sustainability in mind. That's why we're proud that LS&Co. was named one of the World's Most Ethical Companies again this year by Ethisphere Institute. We were also the No. 5 apparel company on *Fortune* magazine's World's Most Admired Companies list, where our innovation and sustainability efforts gave us an edge.

INNOVATION IN EVERYTHING WE DO

Ultimately, we make products inspired by and for the consumer. A majority of our prototypes are now coming from our San Francisco-based Eureka Innovation Lab in partnership with our design and merchandising teams. Whether it's rapid prototyping or advancements in fabrics and finishing, our Eureka Innovation Lab is a unique and differentiating asset that plays an important role in our future.

It's an exciting time here at LS&Co., and it's an honor to be at the helm while we undergo a monumental transformation. It can be easily overlooked in the day-to-day activity, but as I step back and assess what we have accomplished in 2014, I couldn't be more proud of the LS&Co. employees around the world who make it happen.

As I look ahead, I strongly believe that the best is yet to come.

Sincerely,



April 15, 2015



ICONIC INNOVATION



SINCE LEVI STRAUSS & CO. INVENTED THEM IN 1873, LEVI'S® JEANS HAVE CAPTURED THE IMAGINATION AND LOYALTY OF GENERATION AFTER GENERATION.

For the first time in 15 years, the Levi's® business surpassed \$4 billion in revenues. The brand's performance is powerful testimony that Levi's® products epitomize classic American style and effortless cool.

GLOBAL, GLOBAL, GLOBAL

The Levi's® brand is one of the most widely recognized brands in the world. And Levi's® jeans are one of the world's most recognizable garments, instantly known by the red tab and Arcuate Design on the back pocket. Yet the brand remains in motion. Although we're best known for the Levi's® 501® jean, newer styles like the 511™ fit, with its slimmer, tapered leg, and our Levi's® Commuter™ line, designed for urban cyclists, are quickly becoming modern-day favorites—icons in their own right. We consistently look to stay true to the brand's identity, while capturing the best of the zeitgeist.

DENIM LEADERSHIP

2014 was all about honoring and celebrating our icons: the original 501® jean, Trucker jacket and the western shirt. As part of this emphasis, we paid homage to the original jean with a new contemporary expression introduced in early 2015: the 501® CT jean—customized and tapered. It's a new take on the original inspired by how consumers have been wearing their 501® jeans for years. Don't worry, you'll be able to find the iconic Levi's® 501® jean sitting on the shelf right next to the innovative new jean.

We also solved for another fit profile—athletic men who need more room in the thighs but want to maintain a streamlined, slim look. The Levi's® 541™ Athletic Fit provides the answer. Two of our favorite 49ers, Anquan Boldin and Vernon Davis, helped us get the word out about this new fit. And we've seen that our consumers everywhere are loving them too, buying all finishes and colors. In fact, it's one of our fastest

growing new fits ever. Whether rocking our innovative fits, fabrics and finishes or our iconic styles, consumers have long loved living in their Levi's® clothing to celebrate the important moments in their lives.

BEYOND JEANS: A LIFESTYLE BRAND

The Levi's® brand doesn't stop at denim. This year, we've introduced more graphic and city T-shirts and woven shirts, invested in our iconic Trucker jackets and added more footwear and accessories, all complementing our existing assortment of casual apparel and accessories for men, women and children. More than ever, consumers can find Levi's® clothes to fit their lifestyles.

LIVE IN LEVI'S® CAMPAIGN

This year you saw Levi's® apparel in more places than ever: At the movies, on television, on magazine covers, on musicians and on streets the world over. Our new campaign was inspired by the consumer insight that, "you wear jeans, but you live in Levi's®." It's an enduring idea that shows how people around the world 'Live in Levi's®' and it's also a celebration of what makes the Levi's® brand unique, timeless and loved like no other. The Levi's® brand truly remains at the center of progress and culture.

LEVI'S® STADIUM

The new world-class sports and entertainment facility that bears our name opened last year and we've already seen a strong return on our marketing investment. Whether fans are out enjoying a game or a concert, Levi's® Stadium is a marvel of innovation and sustainability, two principles we hold dear. Our partnership with the San Francisco 49ers also inspired a jacket collection so fans can look good while cheering on their favorite team. Stay tuned for more team jackets in 2015!



AUTHENTIC, CLASSIC STYLE



SINCE ITS INTRODUCTION IN 1986, THE DOCKERS® BRAND HAS FOCUSED ON OFFERING THE BEST MEN'S KHAKI PANTS AND THE TOPS AND ACCESSORIES TO GO WITH THEM. AS THE DEFINITIVE LEADER IN KHAKIS, THE DOCKERS® BRAND IS TRULY AN AMERICAN ICON.

The Dockers® brand is the market share leader in the casual pant category, providing a wide range of fits, styles and performance. In 2014, the Dockers® brand accounted for more than \$500 million of our net revenue, down slightly from the past two years, partially driven by our decision to license the Dockers® women's business.

THE SIGNATURE LOOK

Our guiding design philosophy is to create timeless, classic and stylish clothing that is easily wearable by men of all ages. Our best-selling pant, the Signature khaki, comes in four different fits, a range of colors and a variety of performance features—such as No Wrinkles® fabric, permanent creases, Individual Fit® waistband and color retention technology—to help our guy tackle the demands of his daily life.

The khaki is always ripe for reinterpretation—from Casual Fridays to refined dressing, the Dockers® brand continues to introduce newness through fit, fabric and performance. From skinny to slim tapered, classic and relaxed, we have pants to fit every guy without sacrificing style—seven different fits in all.

Style is crucial, of course, but innovations take our product to the next level. This year we rolled out Dockers® On-The-Go—the smartest khaki ever made—with a suite of benefits for more perfor-

mance than ever. The travel-inspired pant features a Tekfit® by Talon expandable waistband, smart phone pocket, moisture wicking properties and All Motion Comfort™ fabric to make them comfortable, casual and secure.

While best known for pants, the Dockers® brand has also evolved to a full line of essential, stylish staples to outfit every man from head to toe. There are six different collections in all. With the introduction of the Dockers® Alpha Collection, younger consumers started finding their way to the brand.

STOP DAD PANTS

The Dockers® brand was on a mission to help men find better-fitting khakis, so we enlisted Sarah Harbaugh, wife of Jim Harbaugh, former San Francisco 49ers head coach, to pump up the fun in our Stop Dad Pants campaign. This fictional diagnosis and [spoof video](#) was designed to feel like a public service announcement for men: Are you suffering from symptoms like shapelessness, billowing and pleating that transform casualwear into casualties? If so, Dockers® clothing can change the way you see your dad, your spouse or the man in your life.

Classic with a modern twist, Dockers® pants have enduring style that's interpreted for today. And they sure beat putting on a suit!



QUALITY, STYLE + FIT FOR ALL



TODAY'S CONSUMERS WANT AND NEED IT ALL—APPAREL THEY CAN TRUST WITH THE RIGHT LOOK AT THE RIGHT PRICE. LEVI STRAUSS & CO. DELIVERS WITH TWO BRANDS AVAILABLE AT MASS CHANNEL RETAILERS.

Found at more than 5,000 stores across the U.S. and Canada, the Signature by Levi Strauss & Co.™ brand offers men, women and children a range of products, while the Denizen® brand serves today's active families with jeans in many fits and styles.

Consumers can shop for the Denizen® brand at Target and for Signature by Levi Strauss & Co.™ clothes at Walmart and other mass channel retailers. Together, the brands account for 4 percent of our annual net revenues for the last three fiscal years.

INNOVATING WHAT SHE WANTS

Fabric innovation has been the key to creating on-trend pieces that stand the test of time without breaking the bank.

For women, superior stretch fabric that keeps its shape has become her go-to for every occasion. The proof: For the fourth consecutive year, we won the *People StyleWatch Award*, this time for Signature by Levi Strauss & Co.™ Women's Skinny jeans.

Looking ahead, Totally Shaping, the newest addition to the Signature by Levi Strauss & Co.™ women's collection, is poised to become her new favorite. Add in Essential Stretch Shaping and Knit Denim in Denizen® jeans and she gets a strong core offering, giving even more great choices from a brand she already knows and trusts. These innovative new denim lines keep her looking her best by shaping and slimming without ever stretching out.

COMFORTABLE STYLE FOR HIM

For men and boys alike, comfort is key—and adding stretch to all fits makes sure his love of denim will never fade. With offerings such as Premium Comfort, Signature by Levi Strauss & Co.™ pants provide the function and durability he expects, but with added comfort and a range of movement that's unlike any of the pants in his closet. The unique combination of stretch and soft durability in our men's jeans make them the ones he can't stop wearing.

While boys crave the comfort of sweatpants, mom hopes for something a bit more buttoned up. With the addition of stretch and our new knit denim fabrics, everybody wins with a comfort/style combination that will make Signature by Levi Strauss & Co.™ or Denizen® a wardrobe staple for years to come.

AFFORDABILITY + STYLE

There's no doubt our mass retailer lines set the standard for comfort and fit, proving that affordability and style can and should go hand-in-hand.

CONSUMER-INSPIRED INNOVATION

AT LEVI STRAUSS & CO., INNOVATION IS AT THE CORE OF EVERYTHING WE DO.

We view innovation through a wide-angle lens — one that considers the colors, fits, fabrics and finishes consumers want, as well as the sustainability of our practices.

We believe innovation is as much about pushing the boundaries of science and technology as it is about creating an open environment where cross-functional teams and vendors can collaborate, create and learn. Our Eureka Innovation Lab is where this comes to life.

The small factory environment at Eureka creates a closed-loop innovation cycle. Teams test designs and ideas at a small scale, make changes and rapidly incorporate what they've learned into broader production globally.

Opened in 2013, Eureka is the epicenter of innovation for the company and has become an integral part of our product development process. Fabric innovation has been a key area of focus as we explore new ways to use textile technology to benefit consumers and the environment alike.

BY THE NUMBERS

80 percent of the current Levi's® line and 75 percent of the Dockers® line was prototyped at Eureka. The Eureka team was also instrumental in helping develop the new Levi's® women's product line.

More recent advancements in fits and finishing include cutting-edge laser techniques to mimic natural wear or specific design aesthetics, new stretch and recovery technology in women's jeans, and building on our existing platform of innovations, including the Levi's® Commuter™ line. Our latest introduction is a new collection of Levi's® Commuter™ products for women that offer comfort, climate control and coverage, all in the classic Levi's® style. We often use constraints to drive innovation whether that means finding alternatives for traditional materials or tinkering with fabric and finishing, while keeping sustainability in mind, for example.

DID YOU KNOW?

LITTLE KNOWN FACTS ABOUT THE LS&CO. EUREKA INNOVATION LAB



We created innovative water and odor repellent fabrics for our Levi's® Commuter™ line.



We took inspiration from the cosmetics industry to create the Levi's® Revel jean with contouring and shaping technology.



We use laser technology to print wear patterns on denim when we're not hand-finishing.

When it comes to bringing sustainable products to life, we've long been an industry leader, and we continue to push the boundaries of what's possible.

INNOVATIVE AND SUSTAINABLE PRODUCTS

Working within sustainability-minded design constraints—such as using less water or incorporating post-consumer waste—has led to groundbreaking innovations such as Levi's® Water™ and Waste™ as well as the Dockers® Wellthread™ collection. Together, products with sustainability attributes now comprise 15 percent of all LS&Co. product volume and make up nearly 20 percent of the Levi's® product line.

LEVI'S® WATER™ PRODUCTS

We recognize how vital water is to the communities in which we operate. That's why, in 2011, we created the Water™ process, which conserves up to 96 percent of the water used in the garment finishing process. In 2014, the Levi's® brand proudly made 22 million Water™ units, saving 190 million liters of water. We also made 155,000 pairs of Levi's® women's jeans using LS&Co.'s new recycled water standards and expanded the Water™ process to more Levi's® products.

Water™ jeans are as good for our bottom line as they are for the environment, costing less to produce than a standard pair of jeans because they consume less water and energy. We estimate that this process saved LS&Co. \$1.6 million in costs of goods sold in 2014. Looking ahead, we aim to expand Water™ techniques to even more product lines and vendor partners.

LEVI'S® WASTE™ PRODUCTS

Waste™ products are another example of our commitment to sustainability. Each item is made from a minimum of 20 percent post-consumer waste, and each pair of jeans includes an average of three to eight plastic bottles. In 2013, the first year of the program, 7.9 million bottles were incorporated into Levi's® Trucker jackets, skinny jeans and boyfriend skinny jeans. By the end of 2014, 10.8 million bottles were used to create more than 1 million Waste™ products.

DEEP DIVE

As of our Spring 2015 line, the use of Water™ techniques has saved 1 billion liters of water, enough to fill 400 Olympic-sized swimming pools or to provide enough drinking water for New York City for 40 days.

DOCKERS® WELLTHREAD™

The Wellthread™ process calls for sustainable design and environmental practices, with an emphasis on supporting the well-being of the apparel workers who make our garments. This is the first time LS&Co. has brought these key elements together into one process.

The Dockers® Wellthread™ collection uses specialized garment-dyeing processes that reduce both water and energy use compared with conventional garment dye processes. And because the fabric is dyed-to-order in the factory, not in the mill, the process allows for greater inventory agility.

The collection is produced in one of five factories where we piloted our Improving Worker Well-being initiative, a new approach to improving the lives of apparel workers. In this pilot, we developed programs tailored to the needs of each workforce and showed how these investments not only transform lives but also yield positive business results.

Garment finishing is also an area of innovation for us as we continue to develop state-of-the-art techniques to achieve the perfect look with the lowest environmental impact.

APPAREL INDUSTRY INNOVATION AND LEADERSHIP

The Eureka Innovation Lab not only influences the products that LS&Co. makes but also sets the stage for more holistic process changes that eventually make their way through the industry.

Since many of our vendors work with other brands, many of our ideas have begun to spread—fundamentally transforming the apparel industry. We see other brands integrating many of the process improvements we pioneered, such as our Water™ techniques that reduce water use in garment finishing. Where we lead...others follow.

ENDLESS PROGRESS

ALWAYS STRIVING TO IMPROVE THE ENVIRONMENT AND COMMUNITIES IN WHICH WE WORK AND LIVE

At LS&Co., we continue to embed the latest advancements in social and environmental sustainability across our supply chain, driving innovative products while discovering new ways of engaging consumers.

A MORE SUSTAINABLE SUPPLY CHAIN

We began our sustainability initiatives in the 1980s, which led us to the establishment of Terms of Engagement in 1991 that set a new standard for the apparel industry. We continue to follow this same approach today because it is the right thing to do. Weaving sustainability throughout the fabric of LS&Co. drives innovation throughout our supply chain and enables us to design cutting-edge products that are good for people and the planet.

RAW MATERIALS

LS&Co. partners with the Better Cotton Initiative (BCI) to help make global cotton production better for the people who produce it, the environment it grows in and the industry's future. Better Cotton means producing cotton in a way that cares for the environment through processes that minimize the negative impact of fertilizers and pesticides, and care for water, soil and natural habitats. In 2014, almost 1 million farmers worldwide grew cotton that met the Better Cotton standard. We are proud that Better Cotton has come to account for nearly

9 percent of global cotton production in just a few short years, making it among the most successful sustainable commodity initiatives. BCI's goal is to expand to include 5 million farmers and 30 percent of the world's cotton by 2020.

In 2014, 6 percent of the cotton we sourced was Better Cotton. By sourcing more Better Cotton, we are ensuring this natural fiber will continue to be at the heart of our products for the foreseeable future.

RECYCLE + REUSE

We're proud to have pioneered the first standard for water recycling and reuse in the industry as the latest step in our water stewardship efforts. We've improved standards for water recycling to ensure the most stringent global effluent requirements are met and that we use as much recycled water as possible in the manufacturing of our products. Since 2011, our Water™ process has saved more than 1 billion liters of water, including more than 30 million liters of recycled water. With improved water recycling and reuse, we're spurring novel ways to make our products while preserving a precious resource.

IMPLEMENTING INNOVATIVE SUPPLIER INCENTIVES

To encourage our suppliers to operate as sustainably as possible, we partnered with the [International Finance Corporation \(IFC\)](#), the private sector arm of the World Bank, to provide a trade financing program. Under this system, vendors that perform better on our sustainability standards receive lower interest rates. The program helps emerging market suppliers achieve greater sustainability outcomes while driving economic growth that helps build their communities.

IMPROVING WORKER WELL-BEING

Last year, we completed pilots for the Improving Worker Well-being initiative in Bangladesh, Cambodia, Egypt, Haiti and Pakistan. Introduced by LS&Co. in 2011, the initiative seeks to move beyond a "do no

Growing Better Cotton shows real results for the environment and for the farmers who grow it*:

- Better Cotton farmers in India were 44 percent more profitable.
- In Pakistan, BCI farmers used 24 percent less chemical pesticides.
- BCI farmers in China used 23 percent less water.

* These figures are from the BCI 2013 harvest report, and are in comparison to farmers not yet using BCI principles.

BY THE NUMBERS

harm" labor compliance model and instead collaborate with suppliers to improve the lives of apparel workers in locations where our products are made.

Through partnerships with vendors and nongovernmental organizations such as Business for Social Responsibility's HERproject, last year's pilot programs improved the lives of more than 20,000 people who are making our products.

What distinguishes this initiative from others is that we survey the workers so we can tailor the program to the topics they care about the most, such as women's health and financial inclusion. This unique program, initially co-funded by the Levi Strauss Foundation, is designed to be sustainable, with our suppliers integrating worker well-being programs into their ongoing business operations.

Through the Improving Worker Well-being initiative, LS&Co. is setting a new standard for corporate responsibility, one in which we aim to empower workers with the tools they need to lead healthier, more productive lives. Our suppliers have seen a significant return—up to \$3 for every \$1 invested in the program, so we're expanding the program in 2015 to more vendors.

CHEMICAL MANAGEMENT

In 2002, LS&Co. was one of the first companies to establish a restricted substances list, identifying chemicals that we would not permit vendors to use on our products. LS&Co. joined the Joint Roadmap Towards Zero Discharge of Hazardous Chemicals in 2012, an apparel industry collaboration to eliminate hazardous chemicals from waste streams by 2020.

We took another step in 2014, launching the **Restricted Substances Stewardship Program** to formalize oversight of chemical and material use at every stage of our supply chain. We also established a Manufacturing Restricted Substances List (MRSList) to articulate our high expectations of vendors' use of chemicals. LS&Co. developed online training programs and required our vendors to

DEEP DIVE

"We are very excited to work with LS&Co. to roll out a new kind of supplier financing. For the very first time, we are offering a direct financial incentive to improve environment and social standards in the ready-made garment industry through the IFC's \$500 million Global Trade Supplier Finance program. This program provides short-term financing to emerging-market suppliers and small- and mid-sized exporters."

Farzin Mirmotahari,
IFC Lead Officer for Supply Chain Development

appoint an on-site technical representative to oversee their chemical management programs.

MAINTAINING A HIGH BAR FOR FIRE AND BUILDING SAFETY

In recent years, factory fires and building safety in Bangladesh have been frequent risks to workers in the apparel industry. We continue to implement our stringent fire and building safety programs in our supplier factories in Bangladesh to ensure safety for workers. Last year, our vendors completed all actions to achieve our strict electrical safety standards.

We also worked with the Bangladesh University of Engineering and Technology to conduct structural and seismic integrity assessments in all of our supplier facilities in Bangladesh. All facilities were determined to be safe for occupation.

LOOKING AHEAD

Our commitment to sustainability runs deep. By working closely with our partners and educating consumers at every stage, we are optimistic that 2015 will take us one step further toward our vision of a brighter, more sustainable future.

CONSUMER USE

Company initiatives are crucial to ensuring a more sustainable future, but consumer awareness, education and engagement are equally important. That's why we remain focused on educating consumers about the important role they play when it comes to caring for their clothing.

DIRTY JEANS MANIFESTO

LS&Co. President & CEO, Chip Bergh, caught the world's attention when he revealed at *Fortune Brainstorm Green* that he hadn't machine-washed his jeans in more than a year. *Good Morning America* even took the dirty jeans challenge for themselves, with one reporter going eight months without washing her jeans.

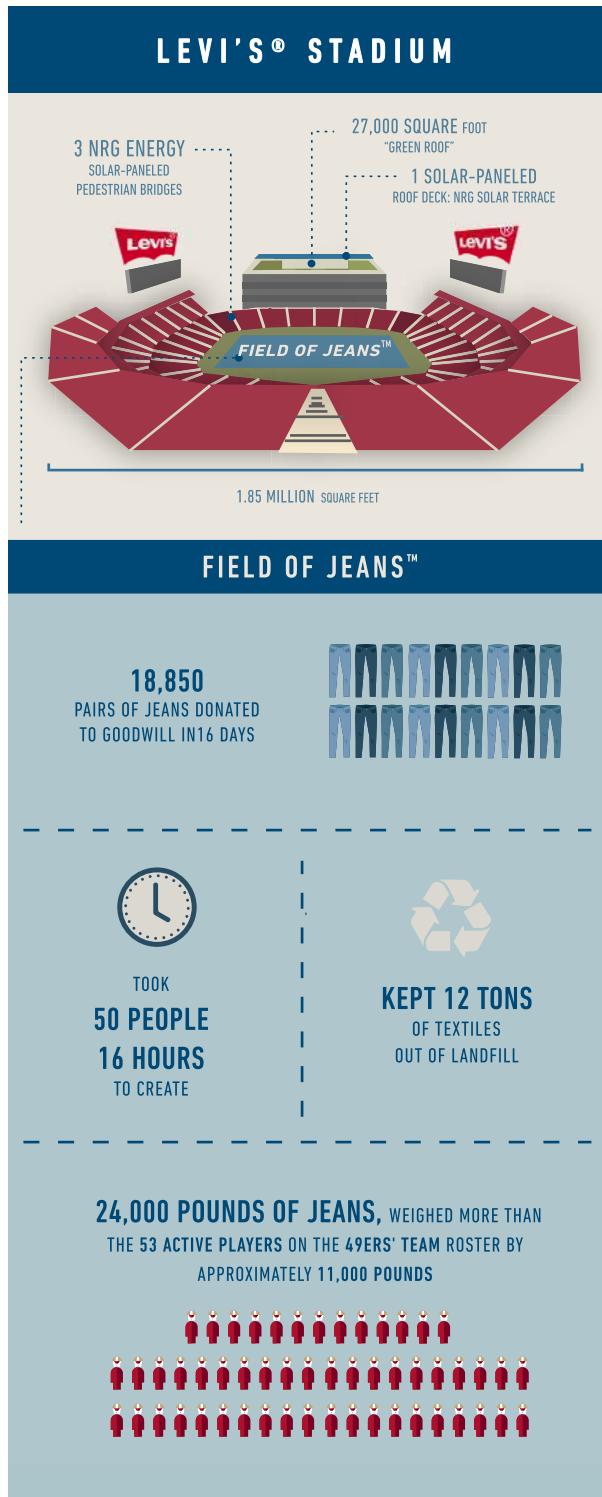
We estimate that washing your jeans every two weeks instead of weekly saves 14 liters of water. That means, over five years you could save more than 1,800 liters of water. Washing in cold water and line-drying further reduces energy consumption and greenhouse gas emissions.

CLOTHING TAKE-BACK PROGRAMS

In addition to reducing our water footprint, we're focused on reducing the 68 billion pounds of clothing that end up in landfills each year—nearly 95 percent of which could be recycled. Americans alone discard more than 26 billion pounds of unwanted clothing, shoes and other textiles per year, and only 15 percent of that is collected by charity organizations or individuals.

That's why we've begun to address clothing disposal in some of our retail stores. In 2014, we launched a clothing collection program in select stores in the U.S. and Europe. We also held collection events at several retail stores in Asia.

Partnering with organizations such as I:CO, we sort the apparel: Wearable items are resold and the remaining pieces are recycled into items, such as cleaning cloths or building insulation. Our goal is for every piece of clothing we sell to have another life.



FIELD OF JEANS™

LS&Co. partnered with Goodwill Industries to educate consumers about giving their jeans a second life. We asked consumers to donate their unwanted jeans, and in a little more than two weeks, we collected 18,850 pairs—or 12 tons—of jeans.

Working with a local artist, we created a “**Field of Jeans™**” in Levi’s® Stadium to demonstrate the importance of keeping clothing out of landfills. Ultimately the donated jeans will be sold at Goodwill and will benefit the nonprofit’s local job training programs.

A LIFECYCLE ASSESSMENT (LCA) REFRESH

In 2007, LS&Co. became the first apparel company to assess the entire lifecycle of a garment. Those findings showed us that the two biggest environmental impacts occurred during cotton cultivation and consumer use—areas that are outside our direct control. For nearly a decade these findings have driven us to rethink how we design and manufacture our garments.

In 2014, we conducted an update of our lifecycle assessment. New advancements have allowed us to look deeper into the two biggest impact areas so we can continue to make our products even more sustainable. What we found wasn’t a huge surprise: Cotton cultivation and consumer use remain the two biggest impact areas. The new insights came from diving deeper into how consumer habits vary by country, and the considerable potential that still lies in making cotton agriculture more sustainable globally.

In 2015, we will continue to examine every step of the lifecycle as we seek to further reduce our impact within the company, with our partners and with our consumers.

We’re proud of the work we’ve accomplished, and we aim to be recognized as the most sustainable apparel company in the world by 2020.

NEW LIFECYCLE ASSESSMENT

THE GLOBAL WATER ISSUE



Globally, around
1.1 BILLION PEOPLE
don't have access to
safe drinking water.

H2O CONSUMPTION IN THE LIFE OF A PAIR OF LEVI'S® 501® JEANS



WASH LESS

On average, in the U.S., jeans are worn just twice before washing.

In the U.K. and France, jeans are worn nearly three times before washing.

In China, jeans are worn four times before washing.

WASHING JEANS AFTER 10 WEARS REDUCES WATER, ENERGY AND CLIMATE IMPACT BY

77%
in the U.S.

75%
in the U.K. and France

61%
in China

Annual H2O needs for

**1.3 MILLION
PEOPLE**

**429,000
PEOPLE**

**20.4 MILLION
PEOPLE**

Enough for the population of San Diego, Calif., U.S.

Enough for the population of Nice, France

Enough for the population of Beijing, China

Sources: Water.org; World Water Council, United Nations Environment Programme (UNEP), Levi Strauss & Co. Lifecycle Assessment Study

INNOVATION IN PHILANTHROPY

OUR VALUES GUIDE HOW WE SUPPORT AND ENGAGE WITH THE COMMUNITIES WHERE WE DO BUSINESS

Whether it's through the work of our foundations, employee community involvement or the partnerships with like-minded organizations, we are proud to contribute to the well-being and sustainability of people and the planet.

LEADERSHIP IN COMMUNITY GIVING

Founded more than 60 years ago, the Levi Strauss Foundation (LSF) embraces the innovative spirit of our company and has been at the forefront of the important issues and events of our time. Cumulatively, LSF has granted \$298 million toward programs that seek to make a lasting impact in the areas of equality, workers' rights and HIV/AIDS. LSF was the first corporate foundation to support the fight against HIV/AIDS in the early 1980s, and since then has awarded more than \$60 million in HIV/AIDS support to communities around the globe.

LSF continues that legacy of innovation today by supporting progressive leaders working on the frontiers of change. These leaders and their organizations are taking courageous risks as they address the most pressing social issues of our time.

Most recently, LSF launched the **Pioneers in Justice** program. Set to redefine the relationship between the foundation and its grantees, this program supports next-generation social justice leaders in their efforts to transform their organizations. In 2014, this effort helped leaders from five of the San Francisco Bay Area's leading social justice nonprofits scale their impact by investing in capacity building and new ways of working.

HELPING EMPLOYEES IN NEED

In 1981, an LS&Co. executive and a retiring employee decided to set up a foundation specifically designed to help colleagues in need.

The Red Tab Foundation (RTF) is a public, nonprofit foundation that helps LS&Co. employees, retirees and their families who face difficulties caused by unexpected emergencies. RTF provides financial

assistance, education and preventive programs to help these individuals in their own efforts to maintain financial, physical and emotional health.

Last year, RTF assisted more than 1,100 employees, retirees and scholars and disbursed more than \$1.06 million in direct aid.

EMPLOYEES HELPING THEIR COMMUNITIES

Community is important to all of us at LS&Co. Through their ongoing volunteerism, our employees continue a legacy that began more than 160 years ago when Levi Strauss himself donated \$5 to a local orphanage. This spirit of giving comes to life in a profound way on our global day of service, when we honor our heritage by celebrating the values Levi instilled in the company. This year marked our 14th Community Day, and we donated more than \$300,000 to nonprofit partners and logged more than 30,000 volunteer hours across the globe. To support our companywide focus on sustainability, many projects incorporated reuse. Our employees did everything from refurbishing local parks to hosting clothing donation drives to supporting some of our long-standing and treasured community partners in the ways they needed help most.

But our commitment to giving back doesn't stop on Community Day. Throughout the year, we've sponsored more than 200 employee volunteer programs — including 70 events during the back-to-school and holiday seasons — that benefited thousands of recipients in our communities. Teams of employees in offices around the world partner with local charitable organizations to identify needs, plan volunteer activities and create donation opportunities. The organizations they support vary from office to office, highlighting the local issues close to our employees' hearts.

PARTNERING TO AMPLIFY OUR EFFORTS

While giving back directly to our communities through grants and employee volunteerism remains core to our profits through principles philosophy, over the past several years we have also created strategic partnerships that advance the issues our company cares about.

In 2014, LS&Co. partnered with SF Gives, a \$10M corporate challenge that brought together 20 local companies to fight poverty in the San Francisco Bay Area. Over the course of the year we contributed our insight and knowledge on how to build and operate a corporate philanthropic program. As the national spotlight continues to shine on the challenges our region faces, SF Gives is committed to providing opportunities for those companies and individuals who are ready to break the cycle of poverty for good.

In 2014, LS&Co. continued to support the Aspen Institute. Paul Dillinger, VP of Global Product Innovation, completed Aspen's yearlong program, the **First Movers Fellowship**. While in the program, Paul developed the Wellthread™ process, which redefined the way LS&Co. thinks about socially and environmentally sustainable apparel. Initially launched through our Dockers® brand, the program is influencing how we work across all our brands.

Going forward, you'll see us invest in grants that advance these issues. We'll continue to develop our program, creating new partnerships that help us inspire action in people of all ages who care deeply about the important issues of our time.

We pride ourselves in upholding—year after year—the bold leadership we've built for the last 160 years, and we'll continue to proactively and positively contribute to the communities where we live and work.

COMMUNITY & PHILANTHROPY



14TH ANNUAL COMMUNITY DAY

30,000 VOLUNTEER HOURS
across the globe in 2014

156 PROJECTS
with 4,000 employee
volunteers globally

46 COUNTRIES



COMMUNITY INVESTMENTS

178 GRANTS
awarded

\$8.9 MILLION DISTRIBUTED
through the Levi Strauss Foundation
and corporate giving in communities
around the globe



RED TAB FOUNDATION

ASSISTED OVER 1,100
employees, retirees and scholars

DISBURSED \$1.06 MILLION
in direct aid

BOARD OF DIRECTORS*

STEPHEN C. NEAL (1)

Chairman of the Board of Directors of Levi Strauss & Co.
Chairman of the law firm Cooley LLP

CHARLES V. (CHIP) BERGH

President and Chief Executive Officer of Levi Strauss & Co.

TROY ALSTEAD (2,4)

Chief Operating Officer of Starbucks Corporation
(On sabbatical leave)

JILL BERAUD (3,4)

Executive Vice President for Tiffany & Co.

ROBERT A. ECKERT (1,2)

Operating Partner at Friedman Fleischer & Lowe LLC
and former Chairman of the Board and Chief Executive
Officer of Mattel, Inc.

SPENCER C. FLEISCHER (3,4)

Co-Founder and President of Friedman Fleischer
& Lowe LLC

MIRIAM L. HAAS (1,3)

President, Mimi and Peter Haas Fund

PETER E. HAAS JR. (1,2)

Vice President of the Peter E. Haas Jr. Fund and
President of the Red Tab Foundation

JENNY MING (4)

President and Chief Executive Officer,
Charlotte Russe, Inc.

PATRICIA SALAS PINEDA (1,2)

Group Vice President, Hispanic Business Strategy for
Toyota Motor North America, Inc.

EXECUTIVE LEADERSHIP TEAM*

CHIP BERGH

President and Chief Executive Officer

ROY BAGATTINI

Executive Vice President and President, Asia, Middle East
and Africa

LISA COLLIER

Executive Vice President and President, Global Dockers® Brand

JAMES CURLEIGH

Executive Vice President and President, Global Levi's® Brand

SETH ELLISON

Executive Vice President and President, Europe

SETH JAFFE

Senior Vice President and General Counsel

DAVID LOVE

Senior Vice President and Chief Supply Chain Officer

KELLY McGINNIS

Senior Vice President and Chief Communications Officer

CRAIG NOMURA

Executive Vice President and President, Global Retail

ANNE ROHOSY

Executive Vice President and President, Americas

MARC ROSEN

Executive Vice President and President, Global Ecommerce

HARMIT SINGH

Executive Vice President and Chief Financial Officer

ELIZABETH WOOD

Senior Vice President and Chief Human Resources Officer
(Starts May 1)

COMMITTEE KEY

1 Nominating, Governance and Corporate Citizenship Committee
2 Human Resources Committee

3 Finance Committee
4 Audit Committee

Morningstar® Document ResearchSM

FORM 10-K

LEVI STRAUSS & CO - N/A

Filed: February 12, 2015 (period: November 30, 2014)

Annual report with a comprehensive overview of the company

UNITED STATES SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-K

(Mark One)

- ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**
or
 TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the Fiscal Year Ended November 30, 2014
Commission file number: 002-90139

LEVI STRAUSS & CO.

(Exact Name of Registrant as Specified in Its Charter)

DELAWARE

(State or Other Jurisdiction of Incorporation or Organization)

94-0905160

(I.R.S. Employer Identification No.)

1155 Battery Street, San Francisco, California 94111

(Address of Principal Executive Offices) (Zip Code)

(415) 501-6000

(Registrant's Telephone Number, Including Area Code)

Securities registered pursuant to Section 12(b) of the Act: None

Securities registered pursuant to Section 12(g) of the Act: None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes No

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes No

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K (§229.405 of this chapter) is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, or a non-accelerated filer or a smaller reporting company. See definition of "Large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer

Accelerated filer

Non-accelerated filer

Smaller reporting company

(Do not check if a smaller reporting company)

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes No

The Company is privately held. Nearly all of its common equity is owned by descendants of the family of the Company's founder, Levi Strauss, and their relatives. There is no trading in the common equity and therefore an aggregate market value based on sales or bid and asked prices is not determinable.

Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of the latest practicable date.

Common Stock \$.01 par value — 37,434,738 shares outstanding on February 9, 2015

Documents incorporated by reference: None

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LEVI STRAUSS & CO.
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PART I

Item 1. BUSINESS

Overview

From our California Gold Rush beginnings, we have grown into one of the world's largest brand-name apparel companies. A history of responsible business practices, rooted in our core values, has helped us build our brands and engender consumer trust around the world. Under our Levi's®, Dockers®, Signature by Levi Strauss & Co.™ and Denizen® brands, we design, market and sell – directly or through third parties and licensees – products that include jeans, casual and dress pants, tops, shorts, skirts, jackets, footwear, and related accessories for men, women and children around the world.

An Authentic American Icon

Our Levi's® brand has become one of the most widely recognized brands in the history of the apparel industry. Its broad distribution reflects the brand's appeal across consumers of all ages and lifestyles. Its merchandising and marketing reflect the brand's core attributes: authentic, courageous, confident, effortless, connected and purposeful.

Our Dockers® brand offers an alternative to suit dressing in the form of the American staple – the khaki pant. The Dockers® brand has evolved around the world as a market leader in the casual pant category, while also providing tops and accessories to complete a head-to-toe offering.

Our Global Reach

Our products are sold in more than 110 countries, grouped into three geographic regions: Americas, Europe and Asia. We support our brands throughout these regions through a global infrastructure, developing, sourcing and marketing our products around the world. Although our brands are recognized as authentically "American," we derive approximately half of our net revenues from outside the United States. A summary of financial information for each geographical region, which comprise our three reporting segments, is found in Note 20 to our audited consolidated financial statements included in this report. As a global company with sales and operations in foreign countries, we are subject to risks of doing business in foreign countries. See "Item 1A – Risk Factors", specifically "Risks Relating to Our Industry – *Our business is subject to risks associated with sourcing and manufacturing overseas*" and "Risks Relating to Our Business – *We are a global company with significant revenues and earnings internationally, which exposes us to political and economic risks as well as the impact of foreign currency fluctuations*".

Our products are sold in approximately 50,000 retail locations worldwide, including approximately 2,700 retail stores, both franchised and company-operated, and shop-in-shops dedicated to our brands. We distribute our Levi's® and Dockers® products primarily through chain retailers and department stores in the United States and primarily through department stores, specialty retailers, franchised or other brand-dedicated stores and shop-in-shops outside of the United States. Levi's® and Dockers® products are also sold through our brand-dedicated company-operated stores and through the eCommerce sites we operate, as well as the eCommerce sites operated by certain of our key wholesale customers and other third parties. We distribute Signature by Levi Strauss & Co.™ and Denizen® brand products primarily through mass channel retailers in the Americas.

Levi Strauss & Co. was founded in San Francisco, California, in 1853 and incorporated in Delaware in 1971. We conduct our operations outside the United States through foreign subsidiaries owned directly or indirectly by Levi Strauss & Co. We have headquarter offices in San Francisco, Brussels and Singapore. Our corporate offices are located at Levi's Plaza, 1155 Battery Street, San Francisco, California 94111, and our main telephone number is (415) 501-6000.

Our common stock is primarily owned by descendants of the family of Levi Strauss and their relatives.

Our website – www.levistrauss.com – contains additional and detailed information about our history, our products and our commitments. Financial news and reports and related information about our company can be found at <http://levistrauss.com/investors/financial-news>. Information contained on our website is not incorporated by reference into this Annual Report on Form 10-K.

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Our Business Strategies

Our goal is to generate and sustain profitable growth over the long term in order to significantly improve the value of the enterprise. The management team is focused on four key strategies to achieve this goal:

- *Drive the profitable core business.* Our core businesses represent the greatest value on a brand, geographic, customer or business-segment basis. These include our men's bottoms business for the Levi's® brand globally and the Dockers® brand in the United States, including our iconic 501® jean and Dockers® khaki pant. We also consider our key international markets of France, Germany, Mexico and the United Kingdom, as well as key wholesale accounts globally, to be vital elements of our long-term growth strategies. Accordingly, we are focused on managing collaborative relationships with these accounts to focus on customer support, marketing planning, and inventory levels, in order to achieve mutual commercial success.
- *Expand the reach of our brands and build a more balanced portfolio.* We believe we have opportunities to grow our two largest brands through new or expanded product categories, consumer segments and geographic markets. We are building upon our iconic brands, our innovative design and marketing expertise to deepen our connection with consumers and expand the reach and appeal of our brands globally. For example, we believe we can better serve the female consumer, and that there are significant opportunities in tops, outerwear and accessories. We also believe opportunities remain to expand in emerging and underpenetrated geographic markets, including China, India, Russia and Brazil.
- *Become a world-class omni-channel retailer.* We will continue to expand our consumer reach in brand-dedicated stores globally, including making selective investments in company-operated stores, dedicated eCommerce sites, franchisee and other dedicated store models. We believe these brand-dedicated stores represent an attractive opportunity to establish incremental distribution and sales, as well as to showcase the full breadth of our product offerings and deliver a consistent brand experience to the consumer.
- *Leverage our global scale to improve our cost structure.* We are focused on executional excellence: improving long-term profitable growth, removing duplicative roles, reducing our controllable cost structure and driving efficiencies by streamlining our product development, planning, and go-to-market strategies, implementing efficiencies across retail, supply chain and distribution networks and continuing to pursue practices that result in greater cost efficiencies. We will continue to balance our pursuit of improved organizational agility and marketplace responsiveness with our ongoing cost management efforts to improve the structural economics of the Company.

As part of our business strategies, we announced and began to implement a global productivity initiative on March 26, 2014, which will continue through the end of 2015. See "Item 7 – Management's Discussion and Analysis of Financial Condition and Results of Operations".

Our Brands and Products

We offer a broad range of products, including jeans, casual and dress pants, tops, shorts, skirts, jackets, footwear and related accessories. Across all of our brands, pants – including jeans, casual pants and dress pants – represented approximately 82%, 85% and 86% of our total units sold in fiscal years 2014, 2013 and 2012, respectively. Men's products generated approximately 77%, 78% and 75% of our total net sales in fiscal years 2014, 2013 and 2012, respectively.

Levi's® Brand

The Levi's® brand epitomizes classic American style and effortless cool and is positioned as the authentic, original and definitive jeanswear brand. Since their inception in 1873, Levi's® jeans have become one of the most recognizable garments in the world – reflecting the aspirations and earning the loyalty of people for generations. Consumers around the world instantly recognize the distinctive traits of Levi's® jeans – the double arc of stitching, known as the Arcuate Stitching Design, and the Red Tab Device, a fabric tab stitched into the back right pocket. Today, the Levi's® brand continues to evolve, driven by its distinctive pioneering and innovative spirit. Our range of leading jeanswear and accessories for men, women and children is available in more than 110 countries, allowing individuals around the world to express their personal style.

The Levi's® brand encompasses a range of products. Levi's® Red Tab™ products are the foundation of the brand, consisting of a wide spectrum of jeans and jeanswear offered in a variety of fits, fabrics, finishes, styles and price points intended to appeal to a broad spectrum of consumers. The line includes the iconic 501® jean, the original and best-selling five-pocket jean of all time. The line also incorporates a full range of jeanswear fits and styles designed specifically for women. Sales of Red Tab™ products represented the majority of our Levi's® brand net sales in all three of our regions in fiscal years 2014, 2013 and 2012. We also offer premium products around the world including a range of premium pants, tops, shorts, skirts, jackets, footwear, and related accessories.

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Our Levi's® brand products accounted for approximately 85%, 84% and 84% of our total net sales in fiscal years 2014, 2013 and 2012, respectively, approximately half of which were generated in our Americas region.

Dockers® Brand

The Dockers® brand has embodied the spirit of khakis for more than 25 years. Since its introduction in 1986, the brand has focused on men's khakis and the essential goods to go with them.

Our Dockers® brand products accounted for approximately 11%, 12% and 12% of our total net sales in fiscal years 2014, 2013 and 2012, respectively. Although the substantial majority of these net sales were in the Americas region, Dockers® brand products are sold in more than 50 countries.

Signature by Levi Strauss & Co.™ Brand and Denizen® Brand

In addition to our Levi's® and Dockers® brands, we offer two brands focused on consumers who seek high-quality, affordable and fashionable jeanswear from a company they trust. We offer denim jeans, casual pants, tops and jackets in a variety of fits, fabrics and finishes for men, women and kids under the Signature by Levi Strauss & Co.™ brand through the mass retail channel in the United States and Canada. The Denizen® brand was introduced in Target stores in the United States starting in 2011, and includes a variety of jeans to complement active lifestyles and to empower consumers to express their aspirations, individuality and attitudes at an affordable price point.

Signature by Levi Strauss & Co.™ brand and Denizen® brand products accounted for approximately 4% of our total net sales in each of fiscal years 2014, 2013 and 2012.

Licensing

The appeal of our brands across consumer groups and our global reach enable us to license our Levi's® and Dockers® trademarks for a variety of product categories in multiple markets in each of our regions, including footwear, belts, wallets and bags, outerwear, sweaters, dress shirts, kidswear, sleepwear and hosiery. We also license our Signature by Levi Strauss & Co.™ and our Denizen® trademarks in various markets for certain product categories.

In addition to product category licenses, we enter into regional license agreements with third parties to produce, market and distribute our products in several countries around the world, including various Latin American, Middle Eastern and Asia Pacific countries. Licensing accounted for approximately 2% of our total net revenues in each of fiscal years 2014, 2013 and 2012.

We enter into licensing agreements with our licensees covering royalty payments, product design and manufacturing standards, marketing and sale of licensed products, and protection of our trademarks. We require our licensees to comply with our code of conduct for contract manufacturing and engage independent monitors to perform regular on-site inspections and assessments of production facilities.

Sales, Distribution and Customers

We distribute our products through a wide variety of retail formats around the world, including chain and department stores, franchise stores dedicated to our brands, our own company-operated retail network, multi-brand specialty stores, mass channel retailers, and both company-operated and retailer eCommerce sites.

Multi-brand Retailers

We seek to make our products available where consumers shop, including offering products and related assortments that are appropriately tailored for our wholesale customers and their retail consumers. Our products are also sold through authorized third-party eCommerce sites. Sales to our top ten wholesale customers accounted for approximately 31%, 31% and 32% of our total net revenues in fiscal years 2014, 2013 and 2012, respectively. No customer represented 10% or more of net revenues in any of these years. The loss of any major wholesale customer could have a material adverse effect on one or more of our segments or on the company as a whole.

Dedicated Stores

We believe retail stores dedicated to our brands are important for the growth, visibility, availability and commercial success of our brands, and they are an increasingly important part of our strategy for expanding distribution of our products. Our brand-dedicated stores are either operated by us or by independent third parties such as franchisees. In addition to the dedicated stores, we maintain brand-dedicated eCommerce sites that sell products directly to consumers.

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Company-operated retail stores. Our company-operated eCommerce sites and retail stores, including both mainline and outlet stores, generated approximately 25%, 22% and 21% of our net revenues in fiscal 2014, 2013 and 2012, respectively. As of November 30, 2014, we had 565 company-operated stores, predominantly Levi's® stores, located in 32 countries across our three regions. We had 213 stores in the Americas, 217 stores in Europe and 135 stores in Asia. During 2014, we added 57 company-operated stores and closed 21 stores.

Franchised and other stores. Franchised, licensed, or other forms of brand-dedicated stores operated by independent third parties sell Levi's® and Dockers® products in markets outside the United States. There were approximately 1,400 of these stores as of November 30, 2014, and they are a key element of our international distribution. In addition to these stores, we consider our network of dedicated shop-in-shops located within department stores, which may be either operated directly by us or third parties, to be an important component of our retail distribution in international markets. Outside of the United States, approximately 400 dedicated shop-in-shops were operated directly by us and approximately 400 were operated by third parties as of November 30, 2014.

Seasonality of Sales

We typically achieve our largest quarterly revenues in the fourth quarter, reflecting the “holiday” season. In 2014, our net revenues in the first, second, third and fourth quarters represented 24%, 23% 24% and 29%, respectively, of our total net revenues for the year. In 2013, our net revenues in the first, second, third and fourth quarters represented 25%, 23%, 24% and 28%, respectively, of our total net revenues for the year.

Our fiscal year ends on the last Sunday of November in each year, although the fiscal years of certain foreign subsidiaries end on November 30. Fiscal 2014 was a 53-week year ending on November 30, 2014. Fiscal 2013 and 2012 were 52-week years ending on November 24, 2013, and November 25, 2012, respectively. Each quarter of fiscal years 2014, 2013 and 2012 consisted of 13 weeks, with the exception of the fourth quarter of 2014, which consisted of 14 weeks.

Marketing and Promotion

Our marketing is rooted in globally consistent brand messages that reflect the unique attributes of our brands, including the Levi's® brand as the authentic, original and definitive jeanswear brand and the Dockers® brand as world's best and most loved khaki. We support our brands with a diverse mix of marketing initiatives to drive consumer demand, such as through social media and digital and mobile outlets, sponsorships, product placement in leading fashion magazines and with celebrities, television and radio advertisements, personal sponsorships and endorsements, on-the-ground efforts such as street-level events and similar targeted “viral” marketing activities.

We also use our websites, www.levi.com, www.dockers.com, www.levistrausssignature.com, and www.denizen.com, in relevant markets to enhance consumer understanding of our brands and help consumers find and buy our products.

Sourcing and Logistics

Organization. Our global sourcing and logistics organizations are responsible for taking a product from the design concept stage through production to delivery to our customers. Our objective is to leverage our global scale to achieve product development and sourcing efficiencies and reduce total product and distribution costs while maintaining our focus on local service levels and working capital management.

Product procurement. We source nearly all of our products through independent contract manufacturers. The remainder are sourced from our company-operated manufacturing and finishing plants. See “Item 2 – Properties” for more information about those manufacturing facilities.

Sources and availability of raw materials. The principal fabrics used in our products include cotton, blends, synthetics and wools. The prices we pay our suppliers for our products are dependent in part on the market price for raw materials used to produce them, primarily cotton. The price and availability of cotton may fluctuate substantially, depending on a variety of factors. The price fluctuations impact the cost of our products in future seasons due to the lead time of our product development cycle. Fluctuations in product costs can cause a decrease in our profitability if product pricing actions taken in response were to be insufficient or if those actions were to cause our wholesale customers or retail consumers to reduce the volumes they purchase.

Sourcing locations. We use numerous independent contract manufacturers located throughout the world for the production and finishing of our garments. We conduct assessments of political, social, economic, trade, labor and intellectual property protection conditions in the countries in which we source our products before placing production in those countries and on an ongoing basis.

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In 2014, we sourced products from contractors located in approximately 30 countries around the world. We sourced products in North and South Asia, South and Central America (including Mexico and the Caribbean), Europe and Africa. No single country accounted for more than 20% of our sourcing in 2014.

Sourcing practices. Our sourcing practices include these elements:

- We require all third-party contractors and subcontractors who manufacture or finish products for us to comply with our code of conduct relating to supplier working conditions as well as environmental, employment and sourcing practices. We also require our licensees to ensure that their manufacturers comply with our requirements.
- Our code of conduct covers employment practices such as wages and benefits, working hours, health and safety, working age and discriminatory practices, environmental matters such as wastewater treatment and solid waste disposal, and ethical and legal conduct.
- We regularly assess manufacturing and finishing facilities through periodic on-site facility inspections and improvement activities, including use of independent monitors to supplement our internal staff. We integrate review and performance results into our sourcing decisions.

We disclose the names and locations of our contract manufacturers to encourage collaboration among apparel companies in factory monitoring and improvement. We regularly evaluate and refine our code of conduct processes.

Logistics. We operate dedicated distribution centers in a number of countries. For more information, see “Item 2 – Properties.” Distribution center activities include receiving finished goods from our contractors and plants, inspecting those products, preparing them for retail presentation, and shipping them to our customers and to our own stores. Our distribution centers maintain a combination of replenishment and seasonal inventory from which we ship to our stores and wholesale customers. In certain locations around the globe we have consolidated our distribution centers to service multiple countries. In addition, we outsource some of our logistics activities to third-party logistics providers.

Competition

The global apparel industry is highly competitive and fragmented. It is characterized by low barriers to entry, brands targeted at specific consumer segments, many regional and local competitors, and an increasing number of global competitors. Principal competitive factors include:

- developing high-quality, innovative products with relevant design, fits, finishes, fabrics, style and performance features that meet consumer needs;
- maintaining favorable and strong brand name recognition and appeal through strong and effective best-in-class marketing support and intelligence in diverse market segments;
- anticipating and responding to changing consumer demands and apparel trends in a timely manner;
- securing desirable retail locations and presenting products effectively at company-operated retail and franchised and other brand-dedicated stores;
- ensuring product availability at wholesale and eCommerce channels, and at company-operated retail, franchised and other brand-dedicated stores;
- optimizing supply chain cost efficiencies and product development cycle lead times;
- delivering compelling value for the price of our products in diverse market segments; and
- generating competitive economics for wholesale customers, including retailers, franchisees, and distributors.

We face competition from a broad range of competitors at the global, regional and local levels in diverse channels across a wide range of retail price points, and some of our competitors are larger and have more resources than we do in the markets in which we operate. Globally, a few of our primary competitors include vertically integrated specialty stores operated by companies such as The Gap, Inc. and The Inditex Group; jeanswear brands such as those marketed by VF Corporation, a competitor in multiple channels and product lines including through their Wrangler, Lee and Seven for All Mankind brands; khakiwear brands such as Haggar; and athletic wear companies such as adidas Group, NIKE, Inc. and lululemon athletica inc. In addition, each region faces local or regional competition; and in the Americas, retailers' private or exclusive labels such as those from Wal-Mart Stores, Inc. (Faded Glory brand), Target Corporation (Mossimo and Merona brands) and JC Penney (Arizona brand). Many of our regional competitors are also seeking to expand globally through an expanded store footprint and the eCommerce channel. For more information on the factors affecting our competitive position, see “Item 1A – Risk Factors.”

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Trademarks

We have more than 5,000 trademark registrations and pending applications in approximately 180 jurisdictions worldwide, and we acquire rights in new trademarks according to business needs. Substantially all of our global trademarks are owned by Levi Strauss & Co., the parent and U.S. operating company. We regard our trademarks as our most valuable assets and believe they have substantial value in the marketing of our products. The Levi's®, Dockers® and 501® trademarks, the Arcuate Stitching Design, the Tab Device, the Two Horse ® Design, the Housemark and the Wings and Anchor Design are among our core trademarks.

We protect these trademarks by registering them with the U.S. Patent and Trademark Office and with governmental agencies in other countries, particularly where our products are manufactured or sold. We work vigorously to enforce and protect our trademark rights by engaging in regular market reviews, helping local law enforcement authorities detect and prosecute counterfeiters, issuing cease-and-desist letters against third parties infringing or denigrating our trademarks, opposing registration of infringing trademarks, and initiating litigation as necessary. We currently are pursuing approximately 400 infringement matters around the world. We also work with trade groups and industry participants seeking to strengthen laws relating to the protection of intellectual property rights in markets around the world.

Employees

As of November 30, 2014, we employed approximately 15,000 people, approximately 6,500 of whom were located in the Americas, 4,500 in Europe, and 4,000 in Asia. Approximately 4,000 of our employees were associated with the manufacturing and procurement of our products, 6,400 worked in retail, including seasonal employees, 1,300 worked in distribution and 3,300 were other non-production employees.

History and Corporate Citizenship

Our history and longevity are unique in the apparel industry. Our commitment to quality, innovation and corporate citizenship began with our founder, Levi Strauss, who infused the business with the principle of responsible commercial success that has been embedded in our business practices throughout our more than 150-year history. This mixture of history, quality, innovation and corporate citizenship contributes to the iconic reputations of our brands.

In 1853, during the California Gold Rush, Mr. Strauss opened a wholesale dry goods business in San Francisco that became known as "Levi Strauss & Co." Seeing a need for work pants that could hold up under rough conditions, he and Jacob Davis, a tailor, created the first jean. In 1873, they received a U.S. patent for "waist overalls" with metal rivets at points of strain. The first product line designated by the lot number "501" was created in 1890.

In the 19th and early 20th centuries, our work pants were worn primarily by cowboys, miners and other working men in the western United States. Then, in 1934, we introduced our first jeans for women, and after World War II, our jeans began to appeal to a wider market. By the 1960s, they had become a symbol of American culture, representing a unique blend of history and youth. We opened our export and international businesses in the 1950s and 1960s. In 1986, we introduced the Dockers® brand of casual apparel which revolutionized the concept of business casual.

Throughout this long history, we upheld our strong belief that we can help shape society through civic engagement and community involvement, responsible labor and workplace practices, philanthropy, ethical conduct, environmental stewardship and transparency. We have engaged in a "profits through principles" business approach from the earliest years of the business. Among our milestone initiatives over the years, we integrated our factories two decades prior to the U.S. civil rights movement and federally mandated desegregation, we developed a comprehensive supplier code of conduct requiring safe and healthy working conditions among our suppliers (a first of its kind for a multinational apparel company), and we offered full medical benefits to domestic partners of employees prior to other companies of our size, a practice that is widely accepted today.

Item 1A. RISK FACTORS

Risks Relating to the Industry in Which We Compete

Our revenues are influenced by economic conditions that impact consumer spending.

Apparel is a cyclical industry that is dependent upon the overall level of consumer spending. Consumer purchases of discretionary items, including our products, generally decline during periods when disposable income is adversely affected or there is economic uncertainty. Our wholesale customers anticipate and respond to adverse changes in economic conditions and uncertainty by reducing inventories, canceling orders or increasing promotional activity. Our brand-dedicated stores are also affected by these conditions which may lead to a decline in consumer traffic to, and spending in, these stores. As a result, factors that diminish consumer spending and confidence in any of the markets in which we compete, particularly deterioration in general

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economic conditions, volatility in investment returns, fear of unemployment, increases in energy costs or interest rates, housing market downturns, fear about and impact of pandemic illness, and other factors such as acts of war, acts of nature or terrorist or political events that impact consumer confidence, could reduce our sales and adversely affect our business and financial condition through their impact on our wholesale customers as well as their direct impact on us. These outcomes and behaviors have, and may continue to, adversely affect our business and financial condition.

Intense competition in the global apparel industry could lead to reduced sales and prices.

We face a variety of competitive challenges in the global apparel industry from a variety of jeanswear and casual apparel marketers, and competition has increased over the years due to factors such as the international expansion and increased presence of vertically integrated specialty stores; expansion into eCommerce by existing and new competitors; the proliferation of private labels and exclusive brands offered by department stores, chain stores and mass channel retailers; the introduction of jeans and casual apparel by well-known and successful athletic wear marketers; and the movement of apparel companies who traditionally relied on wholesale distribution channels into their own retail distribution network. Some of these competitors have greater financial and marketing resources than we do and may be able to adapt to changes in consumer preferences or retail requirements more quickly, devote greater resources to the building and sustaining of their brand equity and the marketing and sale of their products both in stores and online. In addition, some of these competitors may not respond to changing sourcing conditions in the same manner we do, and may be able to achieve lower product costs or adopt more aggressive pricing and discounting policies than we can. As a result, we may not be able to compete as effectively with them and may not be able to maintain or grow the demand for our products. These evolving competitive factors could reduce our sales and adversely affect our business and financial condition.

The success of our business depends upon our ability to offer innovative and updated products at attractive price points.

The global apparel industry is characterized by constant product innovation due to changing fashion trends and consumer preferences and by the rapid replication of new products by competitors. As a result, our success depends in large part on our ability to develop, market and deliver innovative and stylish products at a pace, intensity, and price competitive with other brands in the markets in which we sell our products. In addition, we must create products at a range of price points that appeal to the consumers of both our wholesale customers and our dedicated retail stores situated in each of our diverse geographic regions. Our development and production cycles take place prior to full visibility into all of these factors for the coming seasons. Failure on our part to forecast consumer demand and market conditions and to regularly and rapidly develop innovative and stylish products and update core products could limit sales growth, adversely affect retail and consumer acceptance of our products, negatively impact the consumer traffic in our dedicated retail stores, leave us with a substantial amount of unsold inventory which we may be forced to sell at discounted prices, all of which may adversely affect our gross margin, and impair the image of our brands on a local, regional and global level. Moreover, our newer products may not produce as high a gross margin as our traditional products and thus may have an adverse effect on our overall margins and profitability.

The global apparel industry is subject to ongoing pricing pressure.

The apparel market is characterized by low barriers to entry for both suppliers and marketers, global sourcing through suppliers located throughout the world, trade liberalization, continuing movement of product sourcing to lower cost countries, and the ongoing emergence of new competitors with widely varying strategies and resources. These factors have contributed, and may continue to contribute, to ongoing pricing pressure and uncertainty throughout the supply chain. Pricing pressure has been exacerbated by the variability of raw materials and energy costs in recent years. This pressure could have the following effects:

- require us to raise wholesale prices on existing products resulting in decreased sales volume;
- result in reduced gross margins across our product lines;
- increase retailer demands for allowances, incentives and other forms of economic support; and
- increase pressure on us to reduce our production costs and our operating expenses.

Any of these factors could adversely affect our business and financial condition.

Increases in the price of raw materials could increase our cost of goods and negatively impact our financial results.

The principal fabrics used in our products include cotton, blends, synthetics and wools. The prices we pay our suppliers for our products are dependent in part on the market price for raw materials used to produce them, primarily cotton. The price and availability of cotton may fluctuate substantially, depending on a variety of factors, including demand, acreage devoted to cotton crops and crop yields, weather, supply conditions, transportation costs, energy prices, work stoppages, government regulation and government policy, economic climates, market speculation and other unpredictable factors. Any and all of these factors may be exacerbated by global climate change. Cotton prices suffered from unprecedented variability and uncertainty in the past several years and may fluctuate significantly again in the future. Increases in raw material costs, unless sufficiently offset by our pricing

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actions, may cause a decrease in our profitability and negatively impact our sales volume. These factors may also have an adverse impact on our cash and working capital needs as well as those of our suppliers.

Our business is subject to risks associated with sourcing and manufacturing overseas.

We import both raw materials and finished garments into all of our operating regions. Our ability to import products in a timely and cost-effective manner may be affected by conditions at ports or issues that otherwise affect transportation and warehousing providers, such as port and shipping capacity, labor disputes and work stoppages, political unrest, severe weather, or security requirements in the United States and other countries. These issues could delay importation of products or require us to locate alternative ports or warehousing providers to avoid disruption to our customers. These alternatives may not be available on short notice or could result in higher transportation costs, which could have an adverse impact on our business and financial condition, specifically our gross margin and overall profitability.

Substantially all of our import operations are subject to customs and tax requirements as well as trade regulations, such as tariffs and quotas set by governments through mutual agreements or bilateral actions. In addition, the countries in which our products are manufactured or imported may from time to time impose additional quotas, duties, tariffs or other restrictions on our imports or adversely modify existing restrictions. Adverse changes in these import costs and restrictions, or our suppliers' failure to comply with customs regulations or similar laws, could harm our business.

Our operations are also subject to the effects of international trade agreements and regulations such as the North American Free Trade Agreement, the Dominican-Republic Central America Free Trade Agreement, the Egypt Qualified Industrial Zone program, and the activities and regulations of the World Trade Organization. Although these trade agreements generally have positive effects on trade liberalization, sourcing flexibility and cost of goods by reducing or eliminating the duties and/or quotas assessed on products manufactured in a particular country, trade agreements can also impose requirements that adversely affect our business, such as setting quotas on products that may be imported from a particular country into our key markets such as the United States or the European Union.

Risks Relating to Our Business

We depend on a group of key wholesale customers for a significant portion of our revenues. A significant adverse change in a customer relationship or in a customer's performance or financial position could harm our business and financial condition.

Sales to our top ten wholesale customers accounted for approximately 31%, 31% and 32% of our total net revenues in fiscal years 2014, 2013 and 2012, respectively. No customer represented 10% or more of net revenues in any of these years. While we have long-standing relationships with our wholesale customers, we do not have long-term contracts with them. As a result, purchases generally occur on an order-by-order basis, and the relationship, as well as particular orders, can generally be terminated by either party at any time. If any major wholesale customer decreases or ceases its purchases from us, reduces the floor space, assortments, fixtures or advertising for our products or changes its manner of doing business with us for any reason, such actions could adversely affect our business and financial condition. In addition, a decline in the performance or financial condition of a major wholesale customer – including bankruptcy or liquidation – could result in a material loss of revenues to us and cause us to limit or discontinue business with that customer, require us to assume more credit risk relating to that customer's receivables, or limit our ability to collect amounts related to previous purchases by that customer, all of which could in turn adversely affect our own business and financial condition.

The retail industry in the United States has experienced substantial consolidation over the last decade, and further consolidation may occur. Consolidation in the retail industry typically results in store closures, centralized purchasing decisions, and increased emphasis by retailers on inventory management and productivity. In addition, we and other suppliers may experience increased customer leverage over us and greater exposure to credit risk as a result of industry consolidation. Any of the foregoing results can and have adversely impacted our net revenues, margins and ability to operate efficiently.

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We face risks arising from the restructuring of our operations and uncertainty with respect to our ability to achieve the estimated cost savings.

In March 2014, we announced our global productivity initiative, the first two phases of which entailed, among other things:

- eliminating approximately 800 positions within our global non-retail and non-manufacturing employee population and approximately 500 positions primarily reflecting the decision to outsource certain global business activities within the functional area of information technology, finance, human resources, customer service and consumer relations, and
- initiating centrally-led cost savings and productivity projects.

Commencing in fiscal 2014, we incurred and expect to incur additional charges related to the global productivity initiative through fiscal 2015, which may harm our profitability in the periods incurred. If we incur unexpected charges related to the global productivity initiative, our financial condition and results of operations may suffer.

Implementation of the global productivity initiative presents a number of significant risks, including:

- actual or perceived disruption of service or reduction in service levels to wholesale customers and retail consumers;
- potential adverse effects on our internal control environment and inability to preserve adequate internal controls as we restructure our general and administrative functions in connection with the decision to outsource certain business service activities;
- actual or perceived disruption to suppliers, distribution networks and other important operational relationships and the inability to resolve potential conflicts in a timely manner;
- diversion of management attention from ongoing business activities and strategic objectives; and
- the failure to maintain employee morale and retain key employees.

Because of these and other factors, such as implementation delays, we cannot predict whether we will fully realize the purpose and anticipated operational benefits or cost savings of the global productivity initiative and, if we do not, our business and results of operations may be adversely affected. Furthermore, if we experience adverse changes to our business, additional restructuring or reorganization activities may be required in the future.

We may be unable to maintain or increase our sales through our primary distribution channels.

In the United States, chain stores and department stores are the primary distribution channels for our Levi's® and Dockers® products. Outside the United States, department stores and independent jeanswear retailers have traditionally been our primary distribution channels.

We may be unable to maintain or increase sales of our products through these distribution channels for several reasons, including the following:

- the retailers in these channels maintain – and seek to grow – substantial private-label and exclusive offerings as they strive to differentiate the brands and products they offer from those of their competitors;
- these retailers may also change their apparel strategies in a way that shifts focus away from our typical consumer or that otherwise results in a reduction of sales of our products generally, a reduction of fixture spaces or purchases of brands misaligned with their strategic requirements;
- other channels, including vertically integrated specialty stores, account for a substantial portion of jeanswear and casual wear sales. In some of our mature markets, these stores have already placed competitive pressure on our primary distribution channels, and many of these stores are now looking to our developing markets to grow their business; or
- shrinking points of distribution, inclusive of fewer doors at our customer locations or bankruptcy of a customer.

Further success by retailer private-labels and vertically integrated specialty stores may continue to adversely affect the sales of our products across all channels, as well as the profitability of our brand-dedicated stores. Additionally, our ability to secure or maintain retail floor space, market share and sales in these channels depends on our ability to offer differentiated products and to increase retailer profitability on our products, which could have an adverse impact on our margins.

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We are a global company with significant revenues and earnings generated internationally, which exposes us to political and economic risks as well as the impact of foreign currency fluctuations.

In addition to our significant international revenues and earnings, a substantial amount of our products come from sources outside of the country of distribution. As a result, we are subject to the risks of doing business outside of the United States, including:

- currency fluctuations, which have impacted our results of operations significantly in recent years;
- political, economic and social instability;
- changes in tariffs and taxes;
- regulatory restrictions on repatriating foreign funds back to the United States; and
- less protective foreign laws relating to intellectual property.

The functional currency for most of our foreign operations is the applicable local currency. As a result, fluctuations in foreign currency exchange rates affect the results of our operations and the value of our foreign assets and liabilities, including debt, which in turn may adversely affect results of operations and cash flows and the comparability of period-to-period results of operations. In addition, we engage in hedging activities to manage select foreign currency cash flow exposures resulting primarily from certain product sourcing activities, some intercompany sales, operating expenses, foreign subsidiaries' royalty payments, earnings repatriations and funding activities. We also hedge our net investments in select foreign operations. However, our earnings may be subject to volatility since we are required to record in income the changes in the market values of our exposure management instruments that we do not designate or that do not qualify for hedge accounting treatment. Changes in the value of the relevant currencies may affect the cost of certain items required in our operations as the majority of our sourcing activities are conducted in U.S. Dollars. Changes in currency exchange rates may also affect the relative prices at which we and foreign competitors sell products in the same market. Foreign policies and actions regarding currency valuation could result in actions by the United States and other countries to offset the effects of such fluctuations. Given the unpredictability and volatility of foreign currency exchange rates, ongoing or unusual volatility may adversely impact our business and financial conditions.

Furthermore, due to our global operations, we are subject to numerous domestic and foreign laws and regulations affecting our business, such as those related to labor, employment, worker health and safety, antitrust and competition, environmental protection, consumer protection, import/export, and anti-corruption, including but not limited to the Foreign Corrupt Practices Act which prohibits giving anything of value intended to influence the awarding of government contracts. Although we have put into place policies and procedures aimed at ensuring legal and regulatory compliance, our employees, subcontractors and agents could take actions that violate these requirements. Violations of these regulations could subject us to criminal or civil enforcement actions, any of which could have a material adverse effect on our business.

As a global company, we are exposed to risks of doing business in foreign jurisdictions and risks relating to U.S. policy with respect to companies doing business in foreign jurisdictions. Legislation or other changes in the U.S. tax laws could increase our U.S. income tax liability and adversely affect our after-tax profitability. For example, U.S. lawmakers are considering several U.S. corporate tax reform proposals, including, among others, proposals which could reduce or eliminate U.S. income tax deferrals on unrepatriated foreign earnings and eliminate tax incentives in exchange for a lower U.S. statutory tax rate.

If we encounter problems with distribution, our ability to deliver our products to market could be adversely affected.

We rely on company-owned and third-party distribution facilities to warehouse and ship products to our wholesale customers, retail stores and eCommerce consumers. Our distribution system includes computer-controlled and automated equipment, which may be subject to a number of risks related to security or computer viruses, the proper operation of software and hardware, power interruptions or other system failures. While these risks cannot be completely eliminated, we have implemented various maintenance programs and contingency plans and also work with our suppliers to mitigate these risks at both our company-owned and third-party distribution facilities.

We are focused on executional excellence, including improving productivity, reducing our controllable cost structure and driving efficiencies through our global supply chain. As part of the pursuit for improved organizational agility and marketplace responsiveness, we have consolidated the number of distribution facilities we rely upon and continue to look for opportunities for further consolidation in certain regions. Such consolidation may make our operations more vulnerable to interruptions in the event of work stoppages, labor disputes, earthquakes, floods, fires or other natural disasters affecting our company-owned and third-party distribution centers. In addition, distribution capacity is dependent on the timely performance of services by third parties, including the transportation of products to and from its distribution facilities. If we encounter problems with our distribution system whether company-owned or third-party, our ability to meet wholesale customer and eCommerce consumer expectations, manage inventory, complete sales and achieve operating efficiencies could be adversely affected.

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If we are unable to effectively execute our eCommerce business our reputation and operating results may be harmed.

While still comprising a small portion of our net revenues, eCommerce has been our fastest growing business over the last several years. The success of our eCommerce business depends, in part, on third parties and factors over which we have limited control, including changing consumer confidence, preferences and buying trends relating to eCommerce usage, both domestically and abroad, as well as promotional or other advertising initiatives employed by our wholesale customers or other third parties on their eCommerce sites.

We are also vulnerable to certain additional risks and uncertainties associated with our eCommerce sites, including: changes in required technology interfaces; website downtime and other technical failures; costs and technical issues as we upgrade our website software; computer viruses; and changes in applicable federal and state regulations. In addition, we must keep up to date with competitive technology trends, including the use of new or improved technology, creative user interfaces and other eCommerce marketing tools such as paid search and mobile applications, among others, which may increase our costs and which may not succeed in increasing sales or attracting consumers. Our competitors, some of whom have greater resources than we do, may also be able to benefit from changes in eCommerce technologies, which could harm our competitive position. Our failure to successfully respond to these risks and uncertainties might adversely affect the sales in our eCommerce business, as well as damage our reputation and brands.

Additionally, the success of our eCommerce business and the satisfaction of our consumers depends on their timely receipt of our products. The efficient flow of our products requires that our company-operated and third-party operated distribution facilities have adequate capacity to support the current level of eCommerce operations, and any anticipated increased levels that may follow from the growth of our eCommerce business. If we encounter difficulties with our distribution facilities or in our relationships with the third parties who operate the facilities, or if any facilities were to shut down for any reason, including as a result of fire or other natural disaster, we could face shortages of inventory, resulting in "out of stock" conditions in the eCommerce sites we operate, those operated by our wholesale customers or other third parties, incur significantly higher costs and longer lead times associated with distributing our products to our consumers and experience dissatisfaction from our consumers. Any of these issues could have a material adverse effect on our business and harm our reputation.

Any major disruption or failure of our information technology systems could adversely affect our business and operations.

We rely on various information technology systems to manage our operations. Over the last several years, we have been and continue to implement modifications and upgrades to our systems, including making changes to legacy systems, replacing legacy systems with successor systems with new functionality and acquiring new systems with new functionality. These types of activities subject us to inherent costs and risks associated with replacing and changing these systems, including impairment of our ability to fulfill customer orders, potential disruption of our internal control structure, substantial capital expenditures, additional administration and operating expenses, retention of sufficiently skilled personnel to implement and operate the new systems, demands on management time, and other risks and costs of delays or difficulties in transitioning to new systems or of integrating new systems into our current systems. Our system implementations may not result in productivity improvements at a level that outweighs the costs of implementation, or at all. In addition, the difficulties with implementing new technology systems may cause disruptions in our business operations and have an adverse effect on our business and operations, if not anticipated and appropriately mitigated.

As we outsource functions, we become more dependent on the entities performing those functions. Disruptions or delays at our third-party service providers could adversely impact our operations.

As part of our long-term profitable growth strategy, we are continually looking for opportunities to provide essential business services in a more cost-effective manner. In some cases, this requires the outsourcing of functions or parts of functions that can be performed more effectively by external service providers. We recently entered into an agreement to outsource certain information technology operations, certain finance and human resource functions and certain consumer relations and customer service functions. While we believe we conduct appropriate diligence before entering into agreements with the outsourcing entity, the failure of one or more entities to meet our performance standards and expectations, including with respect to data security, provide them on a timely basis or to provide them at the prices we expect may have a material adverse effect on our results of operations or financial condition. In addition, we could face increased costs associated with finding replacement vendors or hiring new employees in order to return these services in-house. We may outsource other administrative functions in the future, which would increase our reliance on third parties.

We face cybersecurity risks and may incur increasing costs in an effort to minimize those risks.

We utilize systems and websites that allow for the secure storage and transmission of proprietary or confidential information regarding our customers, employees, and others, including credit card information and personal identification information. As evidenced by companies who have recently suffered serious security breaches, we may be vulnerable to, and unable to anticipate or detect data security breaches and data loss, including rapidly evolving and increasingly sophisticated cybersecurity attacks. In

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addition, data and security breaches can also occur as a result of a breach by us or our employees or by persons with whom we have commercial relationships that result in the unauthorized release of personal or confidential information. In addition to our own databases, we use third-party service providers to store, process and transmit confidential or sensitive information on our behalf. Although we contractually require these service providers to implement and use reasonable security measures, we cannot control third parties and cannot guarantee that a security breach will not occur in the future either at their location or within their systems.

A security breach may expose us to a risk of loss or misuse of this information, and could result in significant costs to us, which may include, among others, potential liabilities to payment card networks for reimbursement of credit card fraud and card reissuance costs, including fines and penalties, potential liabilities from governmental or third-party investigations, proceedings or litigation and diversion of management attention. We could also experience delays or interruptions in our ability to function in the normal course of business, including delays in the fulfillment or cancellation of customer orders or disruptions in the manufacture and shipment of products. In addition, actual or anticipated attacks may cause us to incur costs, including costs to deploy additional personnel and protection technologies, train employees, and engage third-party experts and consultants. Any compromise or breach of our security could result in a violation of applicable privacy and other laws, significant legal and financial exposure, and a loss of confidence in our security measures, which could have an adverse effect on our results of operations and our reputation.

In addition, the regulatory environment surrounding information security and privacy is increasingly demanding, with frequent imposition of new and changing requirements. Compliance with changes in privacy and information security laws and standards may result in significant expense due to increased investment in technology and the development of new operational processes.

We currently rely on contract manufacturing of our products. Our inability to secure production sources meeting our quality, cost, working conditions and other requirements, or failures by our contractors to perform, could harm our sales, service levels and reputation.

We source approximately 95% of our products from independent contract manufacturers who purchase fabric and make our products and may also provide us with design and development services. As a result, we must locate and secure production capacity. We depend on independent manufacturers to maintain adequate financial resources, including access to sufficient credit, secure a sufficient supply of raw materials, and maintain sufficient development and manufacturing capacity in an environment characterized by continuing cost pressure and demands for product innovation and speed-to-market. In addition, we currently do not have any material long-term contracts with any of our independent manufacturers. Under our current arrangements with our independent manufacturers, these manufacturers generally may unilaterally terminate their relationship with us at any time. Finally, while we have historically worked with numerous manufacturers, in the past several years we have begun consolidating the number of independent manufacturers from which we source our products. Reliance on fewer numbers of independent manufacturers involves risk and any difficulties or failures to perform by our independent contract manufacturers could cause delays in product shipments or otherwise negatively affect our results of operations.

Our dependence on contract manufacturing could subject us to difficulty in obtaining timely delivery of products of acceptable quality. For example, a contractor's failure to ship products to us in a timely manner or to meet our quality standards, or interference with our ability to receive shipments due to factors such as port or transportation conditions, could cause us to miss the delivery date requirements of our customers. Failing to make timely deliveries may cause our customers to cancel orders, refuse to accept deliveries, impose non-compliance charges, demand reduced prices, or reduce future orders, any of which could harm our sales and margins.

We require contractors to meet our standards in terms of working conditions, environmental protection, raw materials, security and other matters before we are willing to place business with them. As such, we may not be able to obtain the lowest-cost production. In addition, the labor and business practices of apparel manufacturers have received increased attention from the media, non-governmental organizations, consumers and governmental agencies in recent years. Any failure by our independent manufacturers to adhere to labor or other laws or appropriate labor or business practices, and the potential litigation, negative publicity and political pressure relating to any of these events, could harm our business and reputation.

Our suppliers may be impacted by economic conditions and cycles and changing laws and regulatory requirements which could impact their ability to do business with us or cause us to terminate our relationship with them and require us to find replacements, which we may have difficulty doing.

Our suppliers are subject to the fluctuations in general economic cycles, and global economic conditions may impact their ability to operate their business. They may also be impacted by the increasing costs of raw materials, labor and distribution, resulting in demands for less attractive contract terms or an inability for them to meet our requirements or conduct their own businesses. The performance and financial condition of a supplier may cause us to alter our business terms or to cease doing

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business with a particular supplier, or change our sourcing practices generally, which could in turn adversely affect our own business and financial condition.

Regulatory developments such as the use of “conflict” minerals mined from the Democratic Republic of Congo and adjoining countries could affect the sourcing and availability of raw materials used by our suppliers in the manufacture of certain of our products. We may be subject to costs associated with new regulations, including for the diligence pertaining to the presence of any conflict minerals used in our products and the cost of remediation and other changes to products, processes, or sources of supply as a consequence of such verification activities. The impact of the regulations may result in a limited pool of suppliers who provide conflict free metals, and we cannot assure you that we will be able to obtain products in sufficient quantities or at competitive prices. Also, because our supply chain is complex, we may face reputational challenges with our consumers and other stakeholders if we are unable to sufficiently verify the origins for all metals used in the products that we sell.

If one or more of our counterparty financial institutions default on their obligations to us, we may incur significant losses.

As part of our hedging activities, we enter into transactions involving derivative financial instruments, which may include forward contracts, commodity futures contracts, option contracts, collars and swaps, with various financial institutions. In addition, we have significant amounts of cash, cash equivalents and other investments on deposit or in accounts with banks or other financial institutions in the United States and abroad. As a result, we are exposed to the risk of default by or failure of counterparty financial institutions. The risk of counterparty default or failure may be heightened during economic downturns and periods of uncertainty in the financial markets. If one of our counterparties were to become insolvent or file for bankruptcy, our ability to recover losses incurred as a result of default or our assets that are deposited or held in accounts with such counterparty may be limited by the counterparty’s liquidity or the applicable laws governing the insolvency or bankruptcy proceedings. In the event of default or failure of one or more of our counterparties, we could incur significant losses, which could negatively impact our results of operations and financial condition.

The loss of members of the Company’s executive management and other key employees could harm our business.

Our future success depends in part on the continued service of our executive management team and other key employees. The loss of the services of any key individual could harm our business. Our future success depends, in part, on our ability to recruit, retain and motivate our employees sufficiently, both to maintain our current business and to execute our strategic initiatives. Competition for experienced and well-qualified employees in our industry is intense, and we may not be successful in attracting and retaining such personnel.

Most of the employees in our production and distribution facilities are covered by collective bargaining agreements, and any material job actions could negatively affect our results of operations.

In North America, most of our distribution employees are covered by various collective bargaining agreements, and outside North America, most of our production and distribution employees are covered by either industry-sponsored and/or government-sponsored collective bargaining mechanisms. Any work stoppages or other job actions by these employees could harm our business and reputation.

Our licensees may not comply with our product quality, manufacturing standards, marketing and other requirements which could negatively affect our reputation and business.

We license our trademarks to third parties for manufacturing, marketing and distribution of various products. While we enter into comprehensive agreements with our licensees covering product design, product quality, sourcing, manufacturing, marketing and other requirements, our licensees may not comply fully with those agreements. Non-compliance could include marketing products under our brand names that do not meet our quality and other requirements or engaging in manufacturing practices that do not meet our supplier code of conduct. These activities could harm our brand equity, our reputation and our business.

Our success depends on the continued protection of our trademarks and other proprietary intellectual property rights.

Our trademarks and other intellectual property rights are important to our success and competitive position, and the loss of or inability to enforce trademark and other proprietary intellectual property rights could harm our business. We devote substantial resources to the establishment and protection of our trademark and other proprietary intellectual property rights on a global basis. Our efforts to establish and protect our trademark and other proprietary intellectual property rights may not be adequate to prevent imitation of our products by others or to prevent others from seeking to block sales of our products. Unauthorized copying of our products or unauthorized use of our trademarks or other proprietary rights may not only erode sales of our products but may also cause significant reputational harm to our brand names and our ability to effectively represent ourselves to our customers, contractors, suppliers and/or licensees. Moreover, others may seek to assert rights in, or ownership of, our trademarks and other proprietary intellectual property, and we may not be able to successfully resolve those claims. In addition, the laws and enforcement

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mechanisms of some foreign countries may not allow us to protect our proprietary rights to the same extent as we are able to in the United States and other countries.

We have substantial liabilities and cash requirements associated with postretirement benefits, pension and our deferred compensation plans.

Our postretirement benefits, pension, and our deferred compensation plans result in substantial liabilities on our balance sheet. These plans and activities have and will generate substantial cash requirements for us, and these requirements may increase beyond our expectations in future years based on changing market conditions. The difference between plan obligations and assets, or the funded status of the plans, is a significant factor in determining the net periodic benefit costs of our pension plans and the ongoing funding requirements of those plans. Many variables, such as changes in interest rates, mortality rates, health care costs, investment returns, and/or the market value of plan assets can affect the funded status of our defined benefit pension, other postretirement, and postemployment benefit plans and cause volatility in the net periodic benefit cost and future funding requirements of the plans. Plan liabilities may impair our liquidity, have an unfavorable impact on our ability to obtain financing and place us at a competitive disadvantage compared to some of our competitors who do not have such liabilities and cash requirements.

Earthquakes or other events outside of our control may damage our facilities or the facilities of third parties on which we depend.

Our global headquarters and the headquarters of our Americas region are both located in California near major geologic faults that have experienced earthquakes in the past. An earthquake or other natural disaster or the loss of power caused by power shortages could disrupt operations or impair critical systems. Any of these disruptions or other events outside of our control could affect our business negatively, harming our operating results. In addition, if any of our other facilities, including our manufacturing, finishing or distribution facilities or our company-operated or franchised stores, or the facilities of our suppliers or customers, is affected by earthquakes, tsunamis, power shortages, floods, monsoons, terrorism, epidemics, political instability or conflict or other events outside of our control, our business could suffer. The Company has plans in place to mitigate the impact of these types of events on its own facilities including the geographic diversity of our IT infrastructure, the duplication of headquarter locations, training and education of employees for such circumstances, and the capacity for many employees to work remotely. Oversight to these preparedness strategies is provided by several committees comprised of key functions representing the regions in which the company does business. However, we cannot assure that these mitigation plans will offset the impact of such events, and we cannot control the impact of such events on the operations of our suppliers or customers.

Risks Relating to Our Debt

We have debt and interest payment requirements at a level that may restrict our future operations.

As of November 30, 2014, we had approximately \$1.2 billion of debt, of which all but approximately \$100.0 million was unsecured, and we had \$664.9 million of additional borrowing capacity under our amended and restated senior secured revolving credit facility. Our debt requires us to dedicate a substantial portion of any cash flow from operations to the payment of interest and principal due under our debt, which will reduce funds available for other business purposes, and result in us having lower net income than we would otherwise have had. This dedicated use of cash could impact our ability to successfully compete by, for example:

- increasing our vulnerability to general adverse economic and industry conditions;
- limiting our flexibility in planning for or reacting to changes in our business and industry;
- placing us at a competitive disadvantage compared to some of our competitors that have less debt; and
- limiting our ability to obtain additional financing required to fund working capital and capital expenditures and for other general corporate purposes.

In addition, borrowings under our amended and restated senior secured revolving credit facility bear interest at variable rates. As a result, increases in market interest rates could require a greater portion of our cash flow to be used to pay interest, which could further hinder our operations. Increases in market interest rates may also affect the trading price of our debt securities that bear interest at a fixed rate. Our ability to satisfy our obligations and to reduce our total debt depends on our future operating performance and on economic, financial, competitive and other factors, many of which are beyond our control.

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Volatility in the capital markets could affect our ability to access capital or could increase our costs of capital.

A downturn or disruption in the credit markets may reduce sources of liquidity available to us or increase our costs of capital, which could impact our ability to maintain or grow our business, which in turn may adversely affect our business and results of operations.

Restrictions in our notes, indentures and amended and restated senior secured revolving credit facility may limit our activities, including dividend payments, share repurchases and acquisitions.

Our amended and restated senior secured revolving credit facility and the indentures relating to our senior unsecured notes and our Yen-denominated Eurobonds contain restrictions, including covenants limiting our ability to incur additional debt, grant liens, make acquisitions and other investments, prepay specified debt, consolidate, merge or acquire other businesses, sell assets, pay dividends and other distributions, repurchase stock, and enter into transactions with affiliates. These restrictions, in combination with our leveraged condition, may make it more difficult for us to successfully execute our business strategy, grow our business or compete with companies not similarly restricted.

If our foreign subsidiaries are unable to distribute cash to us when needed, we may be unable to satisfy our obligations under our debt securities, which could force us to sell assets or use cash that we were planning to use elsewhere in our business.

We conduct our international operations through foreign subsidiaries and we only receive the cash that remains after our foreign subsidiaries satisfy their obligations. We may depend upon funds from our foreign subsidiaries for a portion of the funds necessary to meet our debt service obligations. Any agreements our foreign subsidiaries enter into with other parties, as well as applicable laws and regulations limiting the right and ability of non-U.S. subsidiaries and affiliates to pay dividends and remit cash to affiliated companies, may restrict the ability of our foreign subsidiaries to pay dividends or make other distributions to us. If those subsidiaries are unable to pass on the amount of cash that we need, we may be unable to make payments on our debt obligations, which could force us to sell assets or use cash that we were planning on using elsewhere in our business, which could hinder our operations and affect the trading price of our debt securities.

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Item 1B. UNRESOLVED STAFF COMMENTS

Not applicable.

Item 2. PROPERTIES

We conduct manufacturing, distribution and administrative activities in owned and leased facilities. We operate four manufacturing-related facilities abroad and seven distribution centers around the world. We have renewal rights for most of our property leases. We anticipate that we will be able to extend these leases on terms satisfactory to us or, if necessary, locate substitute facilities on acceptable terms. We believe our facilities and equipment are in good condition and are suitable for our needs. Information about our key operating properties in use as of November 30, 2014, is summarized in the following table:

Location	Primary Use	Leased/Owned
Americas		
San Francisco, CA	Design and Product Development	Leased
Hebron, KY	Distribution	Owned
Canton, MS	Distribution	Owned
Henderson, NV	Distribution	Owned
Etobicoke, Canada	Distribution	Owned
Cuautitlan, Mexico	Distribution	Leased
Europe		
Plock, Poland	Manufacturing and Finishing	Leased ⁽¹⁾
Northhampton, U.K.	Distribution	Owned
Corlu, Turkey ⁽²⁾	Finishing and Distribution	Owned
Asia		
Adelaide, Australia	Distribution	Leased
Cape Town, South Africa	Manufacturing, Finishing and Distribution	Leased
Ninh Binh, Vietnam	Finishing	Leased

(1) Building and improvements are owned but subject to a ground lease.

(2) In September 2014, we announced that we would close our owned finishing and distribution center in Turkey in 2015.

Our global headquarters and the headquarters of our Americas region are both located in leased premises in San Francisco, California. Our Europe and Asia headquarters are located in leased premises in Brussels, Belgium and Singapore, respectively. In addition to the above, we operate finance shared service centers in Eugene, Oregon and Singapore. We also operate a back-up data center located in Westlake, Texas. As of November 30, 2014, we also leased or owned 92 administrative and sales offices in 41 countries, as well as leased 17 warehouses in nine countries.

In addition, as of November 30, 2014, we had 565 company-operated retail and outlet stores in leased premises in 32 countries. We had 213 stores in the Americas region, 217 stores in the Europe region and 135 stores in the Asia region.

Item 3. LEGAL PROCEEDINGS

In the ordinary course of business, we have various pending cases involving contractual matters, facility and employee-related matters, distribution matters, product liability claims, trademark infringement and other matters. We do not believe any of these pending legal proceedings will have a material impact on our financial condition, results of operations or cash flows.

Item 4. MINE SAFETY DISCLOSURES

Not applicable.

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PART II

Item 5. MARKET FOR REGISTRANT'S COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES

Our common stock is primarily owned by descendants of the family of Levi Strauss and their relatives. Shares of our common stock are not publicly held or traded. All shares are subject to a stockholders' agreement. The agreement, which expires in April 2019, unless otherwise extended pursuant to its terms as further described in Item 12, limits the transfer of shares to other holders, family members, specified charities and foundations and back to the Company. The agreement does not provide for registration rights or other contractual devices for forcing a public sale of shares or certificates, or other access to liquidity.

As of February 9, 2015, there were 282 record holders of our common stock. Our shares are not registered on any national securities exchange, there is no established public trading market for our shares and none of our shares are convertible into shares of any other class of stock or other securities.

We paid a cash dividend of \$30.0 million on our common stock in the second quarter of 2014, and cash dividends of \$25.1 million and \$20.0 million in the first half of each of 2013 and 2012, respectively. Subsequent to the fiscal year-end, on February 4, 2015, our Board of Directors declared a cash dividend of \$50.0 million. Please see Note 15 to our audited consolidated financial statements included in this report for more information. The Company does not have an established annual dividend policy. The Company will continue to review its ability to pay cash dividends at least annually, and dividends may be declared at the discretion of our board of directors depending upon, among other factors, our financial condition and compliance with the terms of our debt agreements. Our debt arrangements limit our ability to pay dividends. For more detailed information about these limitations, see Note 6 to our audited consolidated financial statements included in this report.

We did not repurchase any shares of common stock during the fourth quarter of the fiscal year ended November 30, 2014, in connection with the exercise of call or put rights under our 2006 Equity Incentive Plan. For more detailed information, see Note 11 to our audited consolidated financial statements included in this report.

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Item 6. SELECTED FINANCIAL DATA

The following table sets forth our selected historical consolidated financial data which are derived from our audited consolidated financial statements for 2014, 2013, 2012, 2011 and 2010. The financial data set forth below should be read in conjunction with, and are qualified by reference to, "Item 7 – Management's Discussion and Analysis of Financial Condition and Results of Operations," our audited consolidated financial statements for 2014, 2013 and 2012 and the related notes to those audited consolidated financial statements, included elsewhere in this report.

	Year Ended November 30, 2014	Year Ended November 24, 2013	Year Ended November 25, 2012	Year Ended November 27, 2011	Year Ended November 28, 2010
(Dollars in thousands)					
Statements of Income Data:					
Net revenues	\$ 4,753,992	\$ 4,681,691	\$ 4,610,193	\$ 4,761,566	\$ 4,410,649
Cost of goods sold	2,405,552	2,331,219	2,410,862	2,469,327	2,187,726
Gross profit	2,348,440	2,350,472	2,199,331	2,292,239	2,222,923
Selling, general and administrative expenses	1,906,164	1,884,965	1,865,352	1,955,846	1,841,562
Restructuring, net	128,425	—	—	—	—
Operating income	313,851	465,507	333,979	336,393	381,361
Interest expense	(117,597)	(129,024)	(134,694)	(132,043)	(135,823)
Loss on early extinguishment of debt	(20,343)	(689)	(8,206)	(248)	(16,587)
Other income (expense), net	(22,057)	(13,181)	4,802	(1,275)	6,647
Income before taxes	153,854	322,613	195,881	202,827	235,598
Income tax expense	49,545	94,477	54,922	67,715	86,152
Net income	104,309	228,136	140,959	135,112	149,446
Net loss attributable to noncontrolling interest	1,769	1,057	2,891	2,841	7,057
Net income attributable to Levi Strauss & Co.	<u>\$ 106,078</u>	<u>\$ 229,193</u>	<u>\$ 143,850</u>	<u>\$ 137,953</u>	<u>\$ 156,503</u>
Statements of Cash Flow Data:					
Net cash flow provided by (used for):					
Operating activities	\$ 232,909	\$ 411,268	\$ 530,976	\$ 1,848	\$ 146,274
Investing activities	(71,849)	(92,798)	(75,198)	(140,957)	(181,781)
Financing activities	(341,676)	(230,509)	(250,939)	77,707	32,313
Balance Sheet Data:					
Cash and cash equivalents	\$ 298,255	\$ 489,258	\$ 406,134	\$ 204,542	\$ 269,726
Working capital	777,518	1,054,236	881,493	870,960	891,607
Total assets	2,924,073	3,127,418	3,170,077	3,279,555	3,135,249
Total debt, excluding capital leases	1,224,002	1,545,877	1,729,211	1,972,372	1,863,146
Total capital leases	12,142	10,833	2,022	3,713	5,355
Total Levi Strauss & Co. stockholders' equity (deficit)	153,243	171,666	(106,921)	(165,592)	(219,609)
Other Financial Data:					
Depreciation and amortization	\$ 109,474	\$ 115,720	\$ 122,608	\$ 117,793	\$ 104,896
Capital expenditures	73,396	91,771	83,855	130,580	154,632
Cash dividends paid	30,003	25,076	20,036	20,023	20,013

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Item 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

Overview

Our Company

We design, market and sell – directly or through third parties and licensees – products that include jeans, casual and dress pants, tops, shorts, skirts, jackets, footwear and related accessories for men, women and children around the world under our Levi's®, Dockers®, Signature by Levi Strauss & Co.TM ("Signature") and Denizen® brands.

Our business is operated through three geographic regions: Americas, Europe and Asia. Our products are sold in approximately 50,000 retail locations in more than 110 countries. We support our brands through a global infrastructure, developing, sourcing and marketing our products around the world. We distribute our Levi's® and Dockers® products primarily through chain retailers and department stores in the United States and primarily through department stores, specialty retailers and approximately 2,100 franchised or other brand-dedicated stores and shop-in-shops outside of the United States. We also distribute our Levi's® and Dockers® products through 565 company-operated stores located in 32 countries, including the United States, and through the eCommerce sites we operate. Our company-operated stores and eCommerce sites generated approximately 25% of our net revenues in 2014, as compared to 22% in the same period in 2013, with our eCommerce sites representing approximately 11% of this revenue in both 2014 and 2013. In addition, we distribute our Levi's® and Dockers® products through eCommerce sites operated by certain of our key wholesale customers and other third parties. We distribute products under our Signature and Denizen® brands primarily through mass channel retailers in the Americas.

Our Europe and Asia businesses, collectively, contributed approximately 40% of our net revenues and 35% of our regional operating income in 2014, as compared to 39% and 36% of our net revenues and regional operating income, respectively, in 2013. Sales of Levi's® brand products represented approximately 85% of our total net sales in 2014, as compared to 84% of our total net sales in 2013. Pants represented approximately 82% of our total units sold in 2014, as compared to 85% of our total units sold in 2013, and men's products generated approximately 77% of our total net sales in 2014, as compared to 78% of our total net sales in 2013.

Our Objectives

Our key long-term objectives are to strengthen our brands globally in order to deliver sustainable profitable growth, generate strong cash flow and reduce our debt. Critical strategies to achieve these objectives include driving our profitable core business; expanding the reach of our brands and building a more balanced product portfolio; elevating the performance of our retail channel, including eCommerce; and leveraging our global scale to improve our cost structure.

For 2015, our objective is to grow full-year revenues as compared to 2014, with growth concentrated in the second half of 2015. Full-year gross margin in 2015 is projected to be approximately 50%.

Global Productivity Initiative

On February 5, 2014, our Board of Directors ("Board") endorsed a global productivity initiative designed to streamline operations and fuel long-term profitable growth. On March 26, 2014, we announced and began to implement the global productivity initiative, which will continue to be implemented through the end of 2015, with a focus on redesigning business processes and identifying opportunities to reduce costs, increase efficiencies and further streamline processes in supporting functions and supply chain. We expect that this initiative, when completed, will generate net annualized cost savings of \$175 – \$200 million, relative to the cost structure of the Company prior to the commencement of this initiative.

The first phase of the global productivity initiative included the elimination of approximately 800 positions within our global non-retail and non-manufacturing employee population. The elimination of positions in connection with this phase was completed during the last three fiscal quarters of 2014.

The next phase of the global productivity initiative, announced in November 2014, included the elimination of approximately 500 positions, primarily reflecting the outsourcing of certain global business service activities within information technology, finance, human resources, customer service and customer relations functions, as well as a further reduction of the non-manufacturing employee population. We anticipate the elimination of these positions will be substantially completed in the U.S. within the second half of fiscal 2015 to accommodate the transition of outsourced services. Final estimates for headcount, timing and charges in certain areas of the international business are subject to completion of applicable local works council and other consultative processes.

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Approximately \$128 million was recorded as restructuring charges in 2014 for the global productivity initiative, and consist primarily of severance benefits, consulting fees and noncash pension and postretirement curtailment gains or losses. Related charges of approximately \$28 million, consisting primarily of consulting fees for centrally-led cost-savings and productivity projects, were recorded in selling, general and administrative expense ("SG&A") in 2014. Cash payments for charges recorded to date were made primarily in 2014 and are expected to continue through the first half of 2016. Actions taken in 2014 for the global productivity initiative are expected to deliver approximately \$125 – \$150 million in net annualized savings.

We are unable at this time to make a good faith determination of cost estimates, or ranges of cost estimates, for additional actions associated with the global productivity initiative. We expect additional savings in future periods to come from streamlining our planning and go-to-market strategies, implementing efficiencies across our retail, supply chain and distribution network, and continuing to pursue improved procurement practices. Additional restructuring charges will be recorded for these efforts as they become estimable and probable.

Trends Affecting Our Business

We believe the key business and marketplace factors that we are managing include the following:

- Factors that impact consumer discretionary spending, which remains mixed globally, have created a challenging retail environment for us and our customers, characterized by inconsistent traffic patterns and contributing to a more promotional environment. Such factors include continuing pressures in the U.S. and international economies related to the lingering high unemployment rates, slow real wage increase, muted growth in emerging markets, a shift in spending to non-apparel categories such as consumer technology and interest-rate sensitive durable goods, and other similar macroeconomic elements.
- Wholesaler/retailer dynamics and wholesale channels remain challenged by slowed growth prospects due to increased competition from vertically-integrated specialty stores, fast-fashion retail, and eCommerce shopping, and pricing transparency enabled by proliferation of online technologies. As a result, many of our customers desire increased returns on their investment with us through increased margins and inventory turns, and they continue to build competitive exclusive or private-label offerings. Many apparel wholesalers, including us, seek to strengthen relationships with customers as a result of these changes in the marketplace through efforts such as investment in new products, marketing programs, fixtures and collaborative planning systems.
- Many apparel companies that have traditionally relied on wholesale distribution channels have invested in expanding their own retail store and eCommerce distribution and consumer-facing technologies, which has raised competitiveness in the retail market.
- More competitors are seeking growth globally, thereby raising the competitiveness across regions. Some of these competitors are entering into markets where we already have a mature business such as the United States, Mexico, Western Europe and Japan, and those new brands may provide consumers discretionary purchase alternatives or lower-priced apparel offerings.
- Competition for, and price volatility of, resources throughout the supply chain have increased, causing us and other apparel manufacturers to continue to seek alternative sourcing channels and create new efficiencies in our global supply chain. Trends affecting the supply chain include the proliferation of lower-cost sourcing alternatives, resulting in reduced barriers to entry for new competitors, and the impact of fluctuating prices of labor and raw materials. Trends such as these can bring additional pressure on us and other wholesalers and retailers to shorten lead-times, reduce costs and raise product prices.

These factors contribute to a global market environment of intense competition, constant product innovation and continuing cost pressure, and combine with the continuing global economic conditions to create a challenging commercial and economic environment. We evaluate these factors as we develop and execute our strategies.

Our 2014 Results

Our 2014 results reflect net revenues growth and the implementation of our global productivity initiative.

- *Net revenues.* Compared to 2013, consolidated net revenues increased by 2% on a reported basis and 3% on a constant-currency basis. The increase primarily reflected the inclusion of an additional sales week, since 2014 had 53 fiscal weeks compared to 52 weeks in 2013, and increased sales from our global retail network.
- *Operating income.* Compared to 2013, consolidated operating income decreased by 33% and operating margin declined to 7%, primarily due to charges associated with the global productivity initiative, a lower gross margin as well as a noncash settlement charge related to an early pension settlement in the fourth quarter of 2014.

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- *Cash flows.* Cash and cash equivalents decreased \$191 million to \$298 million, as total debt was reduced by \$322 million to \$1.2 billion. Cash flows provided by operating activities were \$233 million for 2014 as compared to \$411 million for 2013, primarily reflecting payments related to our global productivity initiative, a decrease in cash received from customers, higher cash used for inventory purchases, and higher payments to vendors.

Financial Information Presentation

Fiscal year. Our fiscal year ends on the last Sunday of November in each year, although the fiscal years of certain foreign subsidiaries end on November 30. Fiscal 2014 was a 53-week year ending on November 30, 2014. Fiscal 2013 and 2012 were 52-week years ending on November 24, 2013, and November 25, 2012, respectively. Each quarter of fiscal years 2014, 2013 and 2012 consisted of 13 weeks, with the exception of the fourth quarter of 2014, which consisted of 14 weeks.

Segments. We manage our business according to three regional segments: the Americas, Europe and Asia. Effective as of the beginning of 2014, our reporting segments were revised to combine our Middle East and North Africa markets, previously managed by our Europe region, with our Asia region. Financial information attributable to these markets are not significant to any of the Company's regional segments individually in any of the periods presented herein, and accordingly, business segment information for the prior periods have not been revised.

Classification. Our classification of certain significant revenues and expenses reflects the following:

- Net revenues is primarily comprised of sales of products to wholesale customers, including franchised stores, and direct sales to consumers at our company-operated eCommerce sites and stores and at our company-operated shop-in-shops located within department stores. It includes discounts, allowances for estimated returns and incentives. Net revenues also includes royalties earned from the use of our trademarks by third-party licensees in connection with the manufacturing, advertising and distribution of trademarked products.
- Cost of goods sold is primarily comprised of product costs, labor and related overhead, inbound freight, internal transfers, and the cost of operating our remaining manufacturing facilities, including the related depreciation expense.
- Selling costs include, among other things, all occupancy costs and depreciation associated with our company-operated stores and commissions associated with our company-operated shop-in-shops.
- We reflect substantially all distribution costs in SG&A, including costs related to receiving and inspection at distribution centers, warehousing, shipping to our customers, handling, and certain other activities associated with our distribution network.

Gross margins may not be comparable to those of other companies in our industry since some companies may include costs related to their distribution network and occupancy costs associated with company-operated stores in cost of goods sold.

Constant currency. Effective as of the beginning of 2014, constant-currency comparisons are based on translating local currency amounts in the prior-year period at actual foreign exchange rates for the current year. Prior to 2014, local currency amounts were translated utilizing foreign exchange rates used in our internal planning process. There was no significant impact to our constant-currency comparisons as a result of this change. We routinely evaluate our financial performance on a constant-currency basis in order to facilitate period-to-period comparisons without regard to the impact of changing foreign currency exchange rates.

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Results of Operations

2014 compared to 2013

The following table summarizes, for the periods indicated, our consolidated statements of income, the changes in these items from period to period and these items expressed as a percentage of net revenues:

	Year Ended			November 30, 2014	November 24, 2013
	November 30, 2014	November 24, 2013	% Increase (Decrease)	% of Net Revenues	% of Net Revenues
	(Dollars in millions)				
Net revenues	\$ 4,754.0	\$ 4,681.7	1.5 %	100.0 %	100.0 %
Cost of goods sold	2,405.6	2,331.2	3.2 %	50.6 %	49.8 %
Gross profit	2,348.4	2,350.5	(0.1)%	49.4 %	50.2 %
Selling, general and administrative expenses	1,906.1	1,885.0	1.1 %	40.1 %	40.3 %
Restructuring, net	128.4	—	—	2.7 %	—
Operating income	313.9	465.5	(32.6)%	6.6 %	9.9 %
Interest expense	(117.6)	(129.0)	(8.9)%	(2.5)%	(2.8)%
Loss on early extinguishment of debt	(20.3)	(0.7)	2,852.5 %	(0.4)%	—
Other income (expense), net	(22.1)	(13.2)	67.3 %	(0.5)%	(0.3)%
Income before income taxes	153.9	322.6	(52.3)%	3.2 %	6.9 %
Income tax expense	49.6	94.5	(47.6)%	1.0 %	2.0 %
Net income	104.3	228.1	(54.3)%	2.2 %	4.9 %
Net loss attributable to noncontrolling interest	1.8	1.1	67.4 %	—	—
Net income attributable to Levi Strauss & Co.	\$ 106.1	\$ 229.2	(53.7)%	2.2 %	4.9 %

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Net revenues

The following table presents net revenues by reporting segment for the periods indicated and the changes in net revenues by reporting segment on both reported and constant-currency bases from period to period:

	Year Ended		% Increase (Decrease)	Constant Currency
	November 30, 2014	November 24, 2013		
	(Dollars in millions)			
Net revenues:				
Americas	\$ 2,862.9	\$ 2,851.0	0.4%	1.0%
Europe	1,143.3	1,103.5	3.6%	4.1%
Asia	747.8	727.2	2.8%	6.7%
Total net revenues	\$ 4,754.0	\$ 4,681.7	1.5%	2.6%

As compared to the same period in the prior year, total net revenues were affected unfavorably by changes in foreign currency exchange rates across all regions.

Americas. Net revenues in our Americas region increased on both reported and constant-currency bases, with currency affecting net revenues unfavorably by approximately \$16 million.

Net revenues increased due to the inclusion of an additional sales week, since 2014 had 53 fiscal weeks compared to 52 weeks in 2013. Declines at wholesale in sales of Levi's® women's and Dockers® products were partially offset by a higher volume of sales at our company-operated retail network on increased promotional activity.

Europe. Net revenues in Europe increased on both reported and constant-currency bases, with currency affecting net revenues unfavorably by approximately \$5 million, and with respect to the fourth quarter, by approximately \$19 million.

Net revenues increased from the expansion and performance of our company-operated retail network, as well as the inclusion of an additional sales week in 2014.

Asia. Net revenues in Asia increased on both reported and constant-currency bases, with currency affecting net revenues unfavorably by approximately \$26 million.

The increase in net revenues was primarily due to higher promotional activity across the region, with improved product availability during the Chinese New Year sales season. Higher traditional wholesale revenues, particularly in Japan due to changes in customer discount programs as well as inventory disposition efforts, was partially offset by the liquidation in the prior year of Denizen® brand products as we exited that business in Asia.

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Gross profit

The following table shows consolidated gross profit and gross margin for the periods indicated and the changes in these items from period to period:

	Year Ended			% Increase (Decrease)
	November 30, 2014	November 24, 2013		
	(Dollars in millions)			
Net revenues	\$ 4,754.0	\$ 4,681.7		1.5 %
Cost of goods sold	2,405.6	2,331.2		3.2 %
Gross profit	\$ 2,348.4	\$ 2,350.5		(0.1)%
<i>Gross margin</i>	49.4%	50.2%		

Currency affected gross profit unfavorably by approximately \$22 million. Gross margin declined primarily due to higher discounted sales across channels, reflecting a promotional marketplace and our efforts to manage our inventory to more appropriate levels, as well as product investment costs. Higher cost inflation was mitigated by improvements in supply chain operations as a result of the global productivity initiative. Offsetting the decline in gross margin was increased revenue contribution from company-operated retail network.

Selling, general and administrative expenses

The following table shows our SG&A for the periods indicated, the changes in these items from period to period and these items expressed as a percentage of net revenues:

	Year Ended			% Increase (Decrease)	% of Net Revenues	November 30, 2014	November 24, 2013
	November 30, 2014	November 24, 2013	% Increase (Decrease)				
	(Dollars in millions)						
Selling	\$ 730.9	\$ 719.2	1.6 %	15.4%	15.4%	15.4%	15.4%
Advertising and promotion	272.8	274.0	(0.4)%	5.7%	5.7%	5.9%	5.9%
Administration	377.7	399.8	(5.5)%	7.9%	7.9%	8.5%	8.5%
Other	466.4	492.0	(5.2)%	9.8%	9.8%	10.5%	10.5%
Restructuring-related charges	27.6	—	—	0.6%	0.6%	—	—
Lump-sum pension settlement loss	30.7	—	—	0.6%	0.6%	—	—
Total SG&A	\$ 1,906.1	\$ 1,885.0	1.1 %	40.1%	40.1%		

Currency affected SG&A favorably by approximately \$15 million as compared to the prior year.

Selling. We had 36 more company-operated stores at the end of 2014 than we did at the end of 2013. Higher expenses associated with the expansion of our company-operated store network were partially offset by savings resulting from our global productivity initiative.

Advertising and promotion. The decrease as a percentage of net revenues reflected lower advertising spend, particularly in the fourth quarter as compared to the prior-year period.

Administration. Administration expenses decreased primarily due to savings resulting from our global productivity initiative as well lower amortization expense for intangible assets, as certain intangible assets became fully amortized beginning in 2014.

Other. Other SG&A includes distribution, information resources, and marketing organization costs. Lower costs primarily reflected information resources and marketing organization savings resulting from our global productivity initiative.

Restructuring-related charges. Restructuring-related charges consist primarily of consulting fees incurred for our centrally-led cost-savings and productivity projects. These related charges represent costs incurred associated with ongoing operations to benefit future periods and were recorded in SG&A in the Company's consolidated statements of income.

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Lump-sum pension settlement loss. Settlement loss consist of a noncash pension settlement charge taken in the fourth quarter related to an early pension settlement for our U.S. pension plans.

Restructuring, net

For the year ended November 30, 2014, the Company recognized restructuring charges, net, of \$128.4 million related to the global productivity initiative, consisting primarily of severance benefits, consulting fees and noncash pension and postretirement curtailment gains or losses.

Operating income

The following table shows operating income by reporting segment and corporate expenses for the periods indicated, the changes in these items from period to period and these items expressed as a percentage of net revenues:

	Year Ended				
	November 30, 2014	November 24, 2013	% Increase (Decrease)	% of Net Revenues	November 24, 2013
			(Dollars in millions)		
Operating income:					
Americas	\$ 531.1	\$ 510.5	4.0 %	18.6%	17.9%
Europe	181.0	167.6	8.0 %	15.8%	15.2%
Asia	108.5	123.7	(12.3)%	14.5%	17.0%
Total regional operating income	820.6	801.8	2.3 %	17.3% *	17.1% *
Corporate:					
Restructuring, net	128.4	—	—	2.7% *	— *
Restructuring-related charges	27.6	—	—	0.6% *	— *
Lump-sum pension settlement loss	30.7	—	—	0.6% *	— *
Other corporate staff costs and expenses	320.0	336.3	(4.8)%	6.7% *	7.2% *
Corporate expenses	506.7	336.3	50.7 %	10.7% *	7.2% *
Total operating income	\$ 313.9	\$ 465.5	(32.6)%	6.6% *	9.9% *
<i>Operating margin</i>	<i>6.6%</i>	<i>9.9%</i>			

* Percentage of consolidated net revenues

Currency unfavorably affected total operating income by approximately \$7 million.

Regional operating income.

- *Americas.* The increase in operating income and operating margin primarily reflected the region's lower SG&A, reflecting savings from our global productivity initiative and the lower amortization expense for intangible assets, partially offset by lower gross margin.
- *Europe.* The increase in operating income and operating margin primarily reflected the region's higher revenues.
- *Asia.* The decrease in operating income and operating margin primarily reflected the region's lower gross margin.

Corporate. Corporate expenses are SG&A that are not attributed to any of our regional operating segments. Included in corporate expenses are restructuring charges, the consulting fees incurred for our centrally-led cost-savings and productivity projects, and the noncash pension settlement charge. As compared to the prior year, other corporate staff costs and expenses decreased primarily due to savings resulting from our global productivity initiative.

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Interest expense

Interest expense was \$117.6 million for the year ended November 30, 2014, as compared to \$129.0 million in the prior year. The decrease in 2014 was due to lower average debt balances in 2014, which resulted from our redemption of Euro Senior Notes due in 2018 in two tranches, the first of which was redeemed in May 2014, and the remainder was redeemed in November 2014. Interest expense also decreased due to lower interest expense on our deferred compensation plans.

The weighted-average interest rate on average borrowings outstanding for 2014 was 7.63%, as compared to 7.52% for 2013.

Loss on early extinguishment of debt

For the year ended November 30, 2014, we recorded a loss of \$20.3 million on early extinguishment of debt as a result of our debt refinancing activities during 2014. The loss was comprised of redemption premiums of \$15.2 million and the write-off of \$5.1 million unamortized debt issuance costs.

For the year ended November 24, 2013, we recorded a loss of \$0.7 million on early extinguishment of debt as a result of our debt refinancing activities during the second quarter of 2013. The loss was comprised of the write-off of the remaining unamortized discount and unamortized debt issuance costs.

Other income (expense), net

Other income (expense), net, primarily consists of foreign exchange management activities and transactions. For the year ended November 30, 2014, we recorded expense of \$22.1 million as compared to \$13.2 million for the prior year. The expense in 2014 reflected losses on our foreign currency denominated balances as well as losses on foreign exchange derivatives, which economically hedge future foreign currency cash flow obligations. The expense in 2013 primarily reflected losses on our foreign currency denominated balances.

Income tax expense

Income tax expense was \$49.6 million for the year ended November 30, 2014, compared to \$94.5 million for the prior year. Our effective income tax rate was 32.2% for the year ended November 30, 2014, compared to 29.3% for the prior year.

The increase in the effective tax rate in 2014 was primarily due to a \$15.2 million discrete tax benefit recognized in 2013, attributable to the finalization in July 2013 of the U.S. federal tax audit of tax years 2003 – 2008, and an unfavorable impact in the mix of foreign earnings, partially offset by a \$3.7 million tax benefit that we recorded during the year ended November 30, 2014, as a result of reversing a deferred tax liability associated with undistributed foreign earnings.

For the year ended November 30, 2014, management asserted indefinite reinvestment on \$100.0 million of undistributed foreign earnings, as management determined that this amount is required to meet ongoing working capital needs in certain foreign subsidiaries; no U.S. income taxes have been provided for such earnings. If the Company were to repatriate such foreign earnings to the United States, the deferred tax liability associated with such earnings would have been approximately \$27.3 million.

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2013 compared to 2012

The following table summarizes, for the periods indicated, our consolidated statements of income, the changes in these items from period to period and these items expressed as a percentage of net revenues:

			Year Ended		
	November 24, 2013	November 25, 2012	% Increase (Decrease)	November 24, 2013	November 25, 2012
				% of Net Revenues	% of Net Revenues
(Dollars in millions)					
Net revenues	\$ 4,681.7	\$ 4,610.2	1.6 %	100.0 %	100.0 %
Cost of goods sold	2,331.2	2,410.9	(3.3)%	49.8 %	52.3 %
Gross profit	2,350.5	2,199.3	6.9 %	50.2 %	47.7 %
Selling, general and administrative expenses	1,885.0	1,865.3	1.1 %	40.3 %	40.5 %
Operating income	465.5	334.0	39.4 %	9.9 %	7.2 %
Interest expense	(129.0)	(134.7)	(4.2)%	(2.8)%	(2.9)%
Loss on early extinguishment of debt	(0.7)	(8.2)	(91.6)%	—	(0.2)%
Other income (expense), net	(13.2)	4.8	(374.5)%	(0.3)%	0.1 %
Income before income taxes	322.6	195.9	64.7 %	6.9 %	4.2 %
Income tax expense	94.5	54.9	72.0 %	2.0 %	1.2 %
Net income	228.1	141.0	61.8 %	4.9 %	3.1 %
Net loss attributable to noncontrolling interest	1.1	2.9	(63.4)%	—	0.1 %
Net income attributable to Levi Strauss & Co.	\$ 229.2	\$ 143.9	59.3 %	4.9 %	3.1 %

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Net revenues

The following table presents net revenues by reporting segment for the periods indicated and the changes in net revenues by reporting segment on both reported and constant-currency bases from period to period:

	Year Ended		% Increase (Decrease)	Constant Currency
	November 24, 2013	November 25, 2012		
	As Reported			
(Dollars in millions)				
Net revenues:				
Americas	\$ 2,851.0	\$ 2,749.3	3.7 %	3.7 %
Europe	1,103.5	1,103.2	—	(2.1)%
Asia	727.2	757.7	(4.0)%	0.4 %
Total net revenues	\$ 4,681.7	\$ 4,610.2	1.6 %	1.8 %

As compared to the same periods in the prior year, net revenues were affected unfavorably by changes in foreign currency exchange rates across all regions.

Americas. Net revenues in our Americas region increase on both reported and constant-currency bases.

Net revenues increased in our retail channel at our outlet and online stores primarily due to improved performance. Levi's® and Dockers® brand wholesale revenues increased due to strong sales to certain key customers. Partially offsetting the higher wholesale revenues was our decision in the third quarter of 2012 to license the Levi's® brand boys business, whereby we now recognize a royalty rate on the licensee's sales of these products, in lieu of recognizing the full wholesale revenues and related costs. During the fourth quarter, increased sales of Levi's® men's products through all channels offset declines in sales of women's products at wholesale.

Europe. Net revenues in Europe were flat on a reported basis but decreased on a constant-currency basis, with currency affecting net revenues favorably by approximately \$23 million.

Net revenues decreased in our traditional wholesale channels throughout the region, most notably during the fourth quarter, and to our franchisees in Southern Europe. This decline was partially offset by net revenue growth from the performance and expansion of our company-operated retail network, particularly at our outlet stores and in Russia.

Asia. Net revenues in Asia decreased on a reported basis but increased slightly on a constant-currency basis, with currency affecting net revenues unfavorably by approximately \$33 million.

The increase in constant-currency net revenues reflects our decision to phase out the Denizen® brand in the third quarter of 2012. Revenues were negatively impacted in the second half of 2012 due to support we provided to our customers in conjunction with exiting the brand.

Excluding the Denizen® impact, net revenues decreased in 2013 reflecting lower Levi's® brand sales at our wholesale and retail channels due to ongoing challenging conditions in most markets in the region, which also led to declining franchisee performance and selective closure of unproductive stores. Partially offsetting these declines was a slight improvement in our performance in Levi's® brand sales in India.

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Gross profit

The following table shows consolidated gross profit and gross margin for the periods indicated and the changes in these items from period to period:

	Year Ended		
	November 24, 2013	November 25, 2012	% Increase (Decrease)
	(Dollars in millions)		
Net revenues	\$ 4,681.7	\$ 4,610.2	1.6 %
Cost of goods sold	2,331.2	2,410.9	(3.3)%
Gross profit	\$ 2,350.5	\$ 2,199.3	6.9 %
<i>Gross margin</i>	50.2%	47.7%	

Currency affected gross profit favorably by approximately \$25 million. Gross margin improved primarily due to the benefit of the lower cost of cotton in the products we sold in the first half of 2013. Gross margin also improved due to the unfavorable impact in 2012 of the \$32 million in customer support and markdown charges taken to exit the Denizen® brand in Asia. This was partially offset by a decline in margin in the fourth quarter reflecting higher discounts and inventory markdown, particularly in the women's business.

Selling, general and administrative expenses

The following table shows our SG&A for the periods indicated, the changes in these items from period to period and these items expressed as a percentage of net revenues:

	Year Ended			November 24, 2013	November 25, 2012
	November 24, 2013	November 25, 2012	% Increase (Decrease)	% of Net Revenues	% of Net Revenues
	(Dollars in millions)				
Selling	\$ 719.2	\$ 717.0	0.3 %	15.4%	15.6%
Advertising and promotion	274.0	260.4	5.2 %	5.9%	5.6%
Administration	399.8	376.2	6.3 %	8.5%	8.2%
Other	492.0	511.7	(3.8)%	10.5%	11.1%
Total SG&A	\$ 1,885.0	\$ 1,865.3	1.1 %	40.3%	40.5%

Currency affected SG&A favorably by approximately \$6 million as compared to the prior year.

Selling. We had 18 more company-operated stores at the end of 2013 than we did at the end of 2012. Higher expenses associated with the performance and expansion of our company-operated store network were offset by savings in our wholesale sales organization.

Advertising and promotion. The increase as a percentage of net revenues reflected increased advertising campaigns in our fourth quarter as compared to the prior-year period.

Administration. Incentive compensation expense increased more than \$30 million, reflecting improved achievement against our internally-set objectives in 2013 as compared to 2012; additionally, postretirement benefit plan costs increased, as the favorable impact of past plan amendments had been substantially recognized by the end of fiscal 2012. These increases were partially offset by lower severance expenses in 2013.

Other. Other SG&A includes distribution, information resources, and marketing organization costs. Lower costs primarily reflected a third-quarter 2012 impairment charge of \$19 million recorded in conjunction with our decision to outsource distribution in Japan to a third party and close our owned distribution center in that country.

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Operating income

The following table shows operating income by reporting segment and corporate expenses for the periods indicated, the changes in these items from period to period and these items expressed as a percentage of net revenues:

	Year Ended					November 24, 2013	November 25, 2012
	November 24, 2013	November 25, 2012	% Increase (Decrease)	% of Net Revenues	% of Net Revenues		
					(Dollars in millions)	(Dollars in millions)	
Operating income:							
Americas	\$ 510.5	\$ 431.6	18.3 %	17.9%	15.7%		
Europe	167.6	178.3	(6.0)%	15.2%	16.2%		
Asia	123.7	66.8	85.1 %	17.0%	8.8%		
Total regional operating income	801.8	676.7	18.5 %	17.1% *	14.7% *		
Corporate expenses	336.3	342.7	(1.9)%	7.2% *	7.4% *		
Total operating income	<u>\$ 465.5</u>	<u>\$ 334.0</u>	39.4 %	9.9% *	7.2% *		
<i>Operating margin</i>			9.9%	7.2%			

* Percentage of consolidated net revenues

Currency favorably affected total operating income by approximately \$31 million.

Regional operating income

- *Americas*. The increase in operating income and operating margin primarily reflected the region's improved gross margin.
- *Europe*. The decrease in operating income reflected the region's lower net revenues and higher expenses related to our company-operated stores as well as advertising.
- *Asia*. The increase in operating income and operating margin reflected the charges recorded in 2012 in connection with our decision to phase out the Denizen® brand in the region, as well as the region's improved gross margin.

Corporate. Corporate expenses are SG&A that are not attributed to any of our regional operating segments. As compared to the prior year, corporate expenses in 2013 included lower severance expenses and lower distribution expenses, reflecting the third-quarter 2012 impairment charge of \$19 million recorded for our distribution center in Japan. These declines were partially offset by higher incentive compensation expense and higher postretirement benefit plan costs.

Interest expense

Interest expense was \$129.0 million for the year ended November 24, 2013, as compared to \$134.7 million in the prior year. The decrease in 2013 was due to lower debt balances, which resulted from our debt refinancing activities during the second quarters of 2012 and 2013, partially offset by higher interest expense on our deferred compensation plans.

The weighted-average interest rate on average borrowings outstanding for the 2013 was 7.52%, as compared to 7.05% for 2012.

Loss on early extinguishment of debt

For the year ended November 24, 2013, we recorded a loss on early extinguishment of debt as a result of our debt refinancing activities during the second quarter of 2013. The loss was comprised of the write-off of the remaining unamortized discount and unamortized debt issuance costs.

For the year ended November 25, 2012, we recorded an \$8.2 million net loss on early extinguishment of debt as a result of our debt refinancing activities during the second quarter of 2012. The loss was primarily comprised of a tender premium of \$11.4 million and the write-off of \$4.0 million of unamortized debt issuance costs, partially offset by a gain of \$7.6 million related to the partial repurchase of Yen-denominated Eurobonds due 2016 at a discount to their par value. For more information, see Note 6 to our audited consolidated financial statements included in this report.

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Other income (expense), net

Other income (expense), net, primarily consists of foreign exchange management activities and transactions. For the year ended November 24, 2013, we recorded expense of \$13.2 million as compared to income of \$4.8 million for the prior year. The expense in 2013 primarily reflected losses on our foreign currency denominated balances. The income in 2012 primarily reflected gains on our foreign currency denominated balances.

Income tax expense

Income tax expense was \$94.5 million for the year ended November 24, 2013, compared to \$54.9 million for the prior year. Our effective income tax rate was 29.3% for the year ended November 24, 2013, compared to 28.0% for the prior year.

The increase in income tax expense in 2013 as compared to 2012 is primarily due to an increase in income before income taxes. The effective tax rate in 2013 reflected a \$15.2 million discrete tax benefit attributable to the finalization in July 2013 of the U.S. federal tax audit of tax years 2003 – 2008, and a favorable change in the impact of foreign operations as compared to 2012. The effective tax rate in 2012 reflected a net tax benefit of \$27.0 million recognized in 2012, resulting from a definitive agreement with the State of California on state tax refund claims involving tax years 1986 – 2004.

Liquidity and Capital Resources

Liquidity outlook

We believe we will have adequate liquidity over the next twelve months to operate our business and to meet our cash requirements.

Cash sources

We are a privately-held corporation. We have historically relied primarily on cash flows from operations, borrowings under credit facilities, issuances of notes and other forms of debt financing. We regularly explore financing and debt reduction alternatives, including new credit agreements, unsecured and secured note issuances, equity financing, equipment and real estate financing, securitizations and asset sales. Key sources of cash include earnings from operations and borrowing availability under our revolving credit facility.

We are borrowers under an amended and restated senior secured revolving credit facility. The facility is an asset-based facility, in which the borrowing availability is primarily based on the value of our U.S. Levi's® trademarks and the levels of accounts receivable and inventory in the United States and Canada. The maximum availability under the facility is \$850 million, of which \$800 million is available to us for revolving loans in U.S. Dollars and \$50 million is available to us for revolving loans either in U.S. Dollars or Canadian Dollars.

On March 21, 2014, we amended and restated our senior secured revolving credit facility to extend the term to March 21, 2019. The terms of the amended and restated credit facility are similar to the terms under the original credit facility, except that of the maximum availability of \$850.0 million, \$350.0 million is secured by our U.S. Levi's® trademarks, an increase from the \$250.0 million in the original credit facility. The interest rate for borrowings under the credit facility was reduced from LIBOR plus 150 – 275 basis points to LIBOR plus 125 – 200 basis points, depending on borrowing base availability, and the range of the rate for undrawn availability was reduced from 37.5 – 50 basis points to 25 – 30 basis points (depending on the Company's credit ratings). All other terms of the original credit agreement, including, without limitation, guarantees and security, covenants, and events of default, have not been materially changed as a result of the amended and restated credit agreement and remain in full force and effect.

As of November 30, 2014, we had borrowings of \$100.0 million under the credit facility, all of which is classified as short-term debt. Unused availability under the facility was \$664.9 million, as our total availability of \$724.7 million, based on collateral levels as defined by the agreement, was reduced by \$59.8 million of other credit-related instruments.

As of November 30, 2014, we had cash and cash equivalents totaling approximately \$298.3 million, resulting in a total liquidity position (unused availability and cash and cash equivalents) of \$963.2 million.

Cash uses

Our principal cash requirements include working capital, capital expenditures, payments of principal and interest on our debt, payments of taxes, contributions to our pension plans and payments for postretirement health benefit plans, settlement of shares issued under our 2006 Equity Incentive Plan, as amended to date ("EIP") and, if market conditions warrant, occasional investments in, or acquisitions of, business ventures in our line of business. In addition, we regularly evaluate our ability to pay dividends or repurchase stock, all consistent with the terms of our debt agreements.

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The following table presents selected cash uses in 2014 and the related projected cash uses for these items in 2015 as of November 30, 2014:

	Cash Used in 2014	Projected Cash Uses in 2015
	(Dollars in millions)	
Capital expenditures ⁽¹⁾	\$ 73	\$ 120
Interest	110	86
Federal, foreign and state taxes (net of refunds)	61	62
Pension plans ⁽²⁾	21	34
Postretirement health benefit plans	14	14
Dividend ⁽³⁾	30	50
Total selected cash requirements	\$ 309	\$ 366

- (1) Capital expenditures consist primarily of costs associated with information technology investments for eCommerce and investment in company-operated retail stores.
- (2) The 2015 pension contribution amounts will be recalculated at the end of the plans' fiscal years, which for our U.S. pension plan is at the beginning of the Company's third fiscal quarter. Accordingly, actual contributions may differ materially from those presented here, based on factors such as changes in discount rates and the valuation of pension assets.
- (3) Subsequent to the fiscal year-end, our Board of Directors declared a cash dividend of approximately \$50 million.

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The following table provides information about our significant cash contractual obligations and commitments as of November 30, 2014:

	Payments due or projected by period								
	Total	2015	2016	2017	2018	2019	Thereafter		
	(Dollars in millions)								
Contractual and Long-term Liabilities:									
Short-term and long-term debt obligations	\$ 1,224	\$ 132	\$ 34	\$ —	\$ —	\$ —	\$ —	\$ 1,058	
Interest ⁽¹⁾	532	86	81	79	79	77	77	130	
Capital lease obligations	37	5	4	4	4	5	5	15	
Operating leases ⁽²⁾	614	148	114	92	71	57	57	132	
Purchase obligations ⁽³⁾	862	497	50	44	45	38	38	188	
Postretirement obligations ⁽⁴⁾	123	14	14	13	13	12	12	57	
Pension obligations ⁽⁵⁾	303	34	32	35	39	28	28	135	
Long-term employee related benefits ⁽⁶⁾	94	14	21	10	7	7	7	35	
Total	<u>\$ 3,789</u>	<u>\$ 930</u>	<u>\$ 350</u>	<u>\$ 277</u>	<u>\$ 258</u>	<u>\$ 224</u>	<u>\$ 1,750</u>		

(1) Interest obligations are computed using constant interest rates until maturity.

(2) Amounts reflect contractual obligations relating to our existing leased facilities as of November 30, 2014, and therefore do not reflect our planned future openings of company-operated retail stores. For more information, see "Item 2 – Properties."

(3) Amounts reflect estimated commitments of \$376 million for inventory purchases, \$221 million for sponsorship, naming rights and related benefits with respect to the Levi's® Stadium, and \$264 million for human resources, advertising, information technology and other professional services.

(4) The amounts presented in the table represent an estimate for the next ten years of our projected payments, based on information provided by our plans' actuaries, and have not been reduced by estimated Medicare subsidy receipts, the amounts of which are not material. Our policy is to fund postretirement benefits as claims and premiums are paid. For more information, see Note 8 to our audited consolidated financial statements included in this report.

(5) The amounts presented in the table represent an estimate of our projected contributions to the plans for the next ten years based on information provided by our plans' actuaries. For U.S. qualified plans, these estimates can exceed the projected annual minimum required contributions in an effort to level out potential future funding requirements and provide annual funding flexibility. The 2015 contribution amounts will be recalculated at the end of the plans' fiscal years, which for our U.S. pension plan is at the beginning of the Company's third fiscal quarter. Accordingly, actual contributions may differ materially from those presented here, based on factors such as changes in discount rates and the valuation of pension assets. For more information, see Note 8 to our audited consolidated financial statements included in this report.

(6) Long-term employee-related benefits relate to the current and non-current portion of deferred compensation arrangements and workers' compensation. We estimated these payments based on prior experience and forecasted activity for these items. For more information, see Note 12 to our audited consolidated financial statements included in this report.

This table does not include amounts related to our uncertain tax positions of \$41.6 million. We do not anticipate a material effect on our liquidity as a result of payments in future periods of liabilities for uncertain tax positions. The table also does not include amounts related to potential cash settlement of stock appreciation rights ("SARs") put to the Company under the terms of our EIP. Based on the fair value of the Company's stock and the number of shares outstanding as of November 30, 2014, future payments under the terms of the EIP could range up to approximately \$130 million, of which up to approximately \$70 million could become payable in 2015. These payments are contingent on the Company's liquidity and the Board's discretion.

Information in the two preceding tables reflects our estimates of future cash payments. These estimates and projections are based upon assumptions that are inherently subject to significant economic, competitive, legislative and other uncertainties and contingencies, many of which are beyond our control. Accordingly, our actual expenditures and liabilities may be materially higher or lower than the estimates and projections reflected in these tables. The inclusion of these projections and estimates should not be regarded as a representation by us that the estimates will prove to be correct.

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Cash flows

The following table summarizes, for the periods indicated, selected items in our consolidated statements of cash flows:

	Year Ended		
	November 30, 2014	November 24, 2013	November 25, 2012
	(Dollars in millions)		
Cash provided by operating activities	\$ 232.9	\$ 411.3	\$ 531.0
Cash used for investing activities	(71.8)	(92.8)	(75.2)
Cash used for financing activities	(341.7)	(230.5)	(250.9)
Cash and cash equivalents	298.3	489.3	406.1

2014 as compared to 2013

Cash flows from operating activities

Cash provided by operating activities was \$232.9 million for 2014, as compared to \$411.3 million for 2013. Cash provided by operating activities decreased compared to the prior year due to cash payments for our global productivity initiative, a decrease in cash received from customers, reflecting our lower beginning accounts receivable balance, higher cash used for inventory purchases, and higher payments to vendors. Partially offsetting the declines in cash provided by operating activities were our higher net revenues and lower pension payments.

Cash flows from investing activities

Cash used for investing activities was \$71.8 million for 2014, as compared to \$92.8 million for 2013. The decrease in cash used for investing activities as compared to the prior year primarily reflects lower spend on facilities, partially offset by increased cash used toward information technology projects.

Cash flows from financing activities

Cash used for financing activities was \$341.7 million for 2014, as compared to \$230.5 million for 2013. Cash used in both periods primarily related to our refinancing activities and debt reduction in each year.

2013 as compared to 2012

Cash flows from operating activities

Cash provided by operating activities was \$411.3 million for 2013, as compared to \$531.0 million for 2012. Cash provided by operating activities decreased compared to the prior year due to an increase in cash used for inventory, reflecting our higher inventory build, and higher payments to vendors, reflecting our higher SG&A.

Cash flows from investing activities

Cash used for investing activities was \$92.8 million for 2013, as compared to \$75.2 million for 2012. The increase in cash used for investing activities as compared to the prior year primarily reflects the higher spend on facilities improvements and our company-operated retail stores, partially offset by lower cash used toward information technology projects.

Cash flows from financing activities

Cash used for financing activities was \$230.5 million for 2013, as compared to cash provided of \$250.9 million for 2012. Cash used in both periods primarily related to our refinancing activities and debt reduction in each year.

Indebtedness

The borrower of substantially all of our debt is Levi Strauss & Co., the parent and U.S. operating company. Of our total debt of \$1.2 billion as of November 30, 2014, we had fixed-rate debt of \$1.1 billion (92% of total debt) and variable-rate debt of \$0.1 billion (8% of total debt). As of November 30, 2014, our required aggregate debt principal payments on our unsecured long-term debt were \$34.0 million in 2016 and the remaining \$1.1 billion in 2020 and years after. Short-term debt of \$100.0 million borrowed under our amended and restated senior secured revolving credit facility was expected to be repaid over the next twelve months, and short-term borrowings of \$31.5 million at various foreign subsidiaries were expected to be either paid over the next twelve months or refinanced at the end of their applicable terms.

Our long-term debt agreements contain customary covenants restricting our activities as well as those of our subsidiaries. As of November 30, 2014, we were in compliance with all of these covenants.

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Effects of Inflation

We believe that inflation in the regions where most of our sales occur has not had a significant effect on our net revenues or profitability.

Off-Balance Sheet Arrangements, Guarantees and Other Contingent Obligations

Off-balance sheet arrangements and other. We have contractual commitments for non-cancelable operating leases; for more information, see Note 14 to our audited consolidated financial statements included in this report. We participate in a multiemployer pension plan; however, our exposure to risks arising from participation in the plan and the extent to which we can be liable to the plan for other participating employers' obligations are not material. We have no other material non-cancelable guarantees or commitments, and no material special-purpose entities or other off-balance sheet debt obligations.

Indemnification agreements. In the ordinary course of our business, the Company enters into agreements containing indemnification provisions under which the Company agrees to indemnify the other party for specified claims and losses. For example, the Company's trademark license agreements, real estate leases, consulting agreements, logistics outsourcing agreements, securities purchase agreements and credit agreements typically contain such provisions. This type of indemnification provision obligates the Company to pay certain amounts associated with claims brought against the other party as the result of trademark infringement, negligence or willful misconduct of Company employees, breach of contract by the Company including inaccuracy of representations and warranties, specified lawsuits in which the Company and the other party are co-defendants, product claims and other matters. These amounts generally are not readily quantifiable; the maximum possible liability or amount of potential payments that could arise out of an indemnification claim depends entirely on the specific facts and circumstances associated with the claim. The Company has insurance coverage that minimizes the potential exposure to certain of such claims. The Company also believes that the likelihood of material payment obligations under these agreements to third parties is remote.

Critical Accounting Policies, Estimates and Assumptions

The preparation of financial statements in conformity with generally accepted accounting principles in the United States requires management to make estimates and assumptions that affect the amounts reported in the consolidated financial statements and the related notes. We believe that the following discussion addresses our critical accounting policies, which are those that are most important to the portrayal of our financial condition and results of operations and require management's most difficult, subjective and complex judgments, often as a result of the need to make estimates about the effect of matters that are inherently uncertain. Changes in such estimates, based on newly available information, or different assumptions or conditions, may affect amounts reported in future periods.

We summarize our critical accounting policies below.

Revenue recognition. Net sales is primarily comprised of sales of products to wholesale customers, including franchised stores, and direct sales to consumers at our company-operated and online stores and at our company-operated shop-in-shops located within department stores. We recognize revenue on sale of product when the goods are shipped or delivered and title to the goods passes to the customer provided that: there are no uncertainties regarding customer acceptance; persuasive evidence of an arrangement exists; the sales price is fixed or determinable; and collectability is reasonably assured. Revenue is recorded net of an allowance for estimated returns, discounts and retailer promotions and other similar incentives. Licensing revenues from the use of our trademarks in connection with the manufacturing, advertising, and distribution of trademarked products by third-party licensees are earned and recognized as products are sold by licensees based on royalty rates as set forth in the licensing agreements.

We recognize allowances for estimated returns in the period in which the related sale is recorded. We recognize allowances for estimated discounts, retailer promotions and other similar incentives at the later of the period in which the related sale is recorded or the period in which the sales incentive is offered to the customer. We estimate non-volume based allowances based on historical rates as well as customer and product-specific circumstances. Actual allowances may differ from estimates due to changes in sales volume based on retailer or consumer demand and changes in customer and product-specific circumstances. Sales and value-added taxes collected from customers and remitted to governmental authorities are presented on a net basis in the accompanying consolidated statements of income.

Inventory valuation. We value inventories at the lower of cost or market value. Inventory cost is generally determined using the first-in first-out method. We include product costs, labor and related overhead, sourcing costs, inbound freight, internal transfers, and the cost of operating our remaining manufacturing facilities, including the related depreciation expense, in the cost of inventories. We estimate quantities of slow-moving and obsolete inventory by reviewing on-hand quantities, outstanding purchase obligations and forecasted sales. In determining inventory market values, substantial consideration is given to the expected product selling price. We estimate expected selling prices based on our historical recovery rates for sale of slow-moving and obsolete inventory and other factors, such as market conditions, expected channel of disposition, and current consumer preferences. Estimates

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may differ from actual results due to changes in resale or market value, avenues of disposition, consumer and retailer preferences and economic conditions.

Impairment. We review our goodwill and other non-amortized intangible assets for impairment annually in the fourth quarter of our fiscal year, or more frequently as warranted by events or changes in circumstances which indicate that the carrying amount may not be recoverable. We qualitatively assess goodwill impairment for certain reporting units and impairment for other non-amortized intangible assets to determine whether it is more likely than not that the fair value of a reporting unit or other non-amortized intangible asset is less than its carrying amount. The reporting units and non-amortized intangibles selected for the qualitative assessment approach have fair values that are significantly higher than their carrying values and remote risk of impairment. For goodwill and other non-amortized intangible assets not qualitatively assessed, a two-step quantitative approach is utilized. In the first step, we compare the carrying value of the reporting unit or applicable asset to its fair value, which we estimate using a discounted cash flow analysis or by comparison to the market values of similar assets. If the carrying amount of the reporting unit or asset exceeds its estimated fair value, we perform the second step, and determine the impairment loss, if any, as the excess of the carrying value of the goodwill or intangible asset over its fair value. The assumptions used in such valuations are subject to volatility and may differ from actual results; however, based on the carrying value of our goodwill and other non-amortized intangible assets as of November 30, 2014, relative to their estimated fair values, we do not anticipate any material impairment charges in the near-term.

We review our other long-lived assets for impairment whenever events or changes in circumstances indicate the carrying amount of an asset may not be recoverable. If the carrying amount of an other long-lived asset exceeds the expected future undiscounted cash flows, we measure and record an impairment loss for the excess of the carrying value of the asset over its fair value.

To determine the fair value of impaired assets, we utilize the valuation technique or techniques deemed most appropriate based on the nature of the impaired asset and the data available, which may include the use of quoted market prices, prices for similar assets or other valuation techniques such as discounted future cash flows or earnings.

Income tax assets and liabilities. The future effective tax rate will ultimately depend on the mix of earnings between domestic and foreign operations, the impact of certain undistributed foreign earnings for which no U.S. taxes have been provided because such earnings are planned to be indefinitely reinvested outside of the United States, changes in tax laws and regulations and potential resolutions on tax examinations, refund claims and litigation. Remittances of foreign earnings to the United States are planned based on projected cash flow, working capital and investment needs of our foreign and domestic operations. Based on these assumptions, we estimate the amount that will be distributed to the United States and provide U.S. federal taxes on these amounts. Material changes in our estimates as to how much of our foreign earnings will be distributed to the United States or tax legislation that limits or restricts the amount of undistributed foreign earnings that we consider indefinitely reinvested outside the United States could materially impact our income tax provision and effective tax rate. Significant judgment is required in determining our worldwide income tax provision. In the ordinary course of a global business, there are many transactions and calculations where the ultimate tax outcome is uncertain. Some of these uncertainties arise from examinations in various jurisdictions and assumptions and estimates used in evaluating the need for valuation allowance.

We are subject to income taxes in both the United States and numerous foreign jurisdictions. We compute our provision for income taxes using the asset and liability method, under which deferred tax assets and liabilities are recognized for the expected future tax consequences of temporary differences between the financial reporting and tax bases of assets and liabilities and for operating loss and tax credit carryforwards. Deferred tax assets and liabilities are measured using the currently enacted tax rates that are expected to apply to taxable income for the years in which those tax assets and liabilities are expected to be realized or settled. Significant judgments are required in order to determine the realizability of these deferred tax assets. In assessing the need for a valuation allowance, we evaluate all significant available positive and negative evidence, including historical operating results, estimates of future taxable income and the existence of prudent and feasible tax planning strategies. Changes in the expectations regarding the realization of deferred tax assets could materially impact income tax expense in future periods.

We continuously review issues raised in connection with all ongoing examinations and open tax years to evaluate the adequacy of our tax liabilities. We evaluate uncertain tax positions under a two-step approach. The first step is to evaluate the uncertain tax position for recognition by determining if the weight of available evidence indicates that it is more likely than not that the position will be sustained upon examination based on its technical merits. The second step is, for those positions that meet the recognition criteria, to measure the tax benefit as the largest amount that is more than fifty percent likely of being realized. We believe our recorded tax liabilities are adequate to cover all open tax years based on our assessment. This assessment relies on estimates and assumptions and involves significant judgments about future events. To the extent that our view as to the outcome of these matters changes, we will adjust income tax expense in the period in which such determination is made. We classify interest and penalties related to income taxes as income tax expense.

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Employee benefits and incentive compensation

Pension and postretirement benefits. We have several non-contributory defined benefit retirement plans covering eligible employees. We also provide certain health care benefits for U.S. employees who meet age, participation and length of service requirements at retirement. In addition, we sponsor other retirement or post-employment plans for our foreign employees in accordance with local government programs and requirements. We retain the right to amend, curtail or discontinue any aspect of the plans, subject to local regulations. Any of these actions, either individually or in combination, could have a material impact on our consolidated financial statements and on our future financial performance.

We recognize either an asset or liability for any plan's funded status in our consolidated balance sheets. We measure changes in funded status using actuarial models which utilize an attribution approach that generally spreads individual events either over the estimated service lives of the remaining employees in the plan, or, for plans where participants will not earn additional benefits by rendering future service, over the plan participants' estimated remaining lives. The attribution approach assumes that employees render service over their service lives on a relatively smooth basis and as such, presumes that the income statement effects of pension or postretirement benefit plans should follow the same pattern. Our policy is to fund our pension plans based upon actuarial recommendations and in accordance with applicable laws, income tax regulations and credit agreements.

Net pension and postretirement benefit income or expense is generally determined using assumptions which include expected long-term rates of return on plan assets, discount rates, compensation rate increases and medical trend and mortality rates. We use a mix of actual historical rates, expected rates and external data to determine the assumptions used in the actuarial models. For example, we utilized a yield curve constructed from a portfolio of high-quality corporate bonds with various maturities to determine the appropriate discount rate to use for our U.S. benefit plans. Under this model, each year's expected future benefit payments are discounted to their present value at the appropriate yield curve rate, thereby generating the overall discount rate. We utilized country-specific third-party bond indices to determine appropriate discount rates to use for benefit plans of our foreign subsidiaries. Changes in actuarial assumptions and estimates, either individually or in combination, could have a material impact on our consolidated financial statements and on our future financial performance. For example, as of November 30, 2014, a twenty-five basis-point change in the discount rate would yield an approximately three-percent change in the projected benefit obligation and annual service cost of our pension and postretirement benefit plans.

Employee incentive compensation. We maintain short-term and long-term employee incentive compensation plans. For our short-term plans, the amount of the cash bonus earned depends upon business unit and corporate financial results as measured against pre-established targets, and also depends upon the performance and job level of the individual. Our long-term plans are intended to reward certain levels of management for its long-term impact on our total earnings performance. Performance is measured at the end of a three-year period based on our performance over the period measured against certain pre-established targets such as the compound annual growth rates over the periods for net revenues and average margin of net earnings adjusted for certain items such as interest and taxes. We accrue the related compensation expense over the period of the plan, and changes in our projected future financial performance could have a material impact on our accruals.

Recently Issued Accounting Standards

See Note 1 to our audited consolidated financial statements included in this report for recently issued accounting standards, including the expected dates of adoption and expected impact to our consolidated financial statements upon adoption.

FORWARD-LOOKING STATEMENTS

Certain matters discussed in this report, including (without limitation) statements under "Management's Discussion and Analysis of Financial Condition and Results of Operations" contain forward-looking statements. Although we believe that, in making any such statements, our expectations are based on reasonable assumptions, any such statement may be influenced by factors that could cause actual outcomes and results to be materially different from those projected.

These forward-looking statements include statements relating to our anticipated financial performance and business prospects and/or statements preceded by, followed by or that include the words "believe", "will", "so we can", "when", "anticipate", "intend", "estimate", "expect", "project", "could", "plans", "seeks" and similar expressions. These forward-looking statements speak only as of the date stated and we do not undertake any obligation to update or revise publicly any forward-looking statements, whether as a result of new information, future events or otherwise, even if experience or future events make it clear that any expected results expressed or implied by these forward-looking statements will not be realized. Although we believe that the expectations reflected in these forward-looking statements are reasonable, these expectations may not prove to be correct or we may not achieve the financial results, savings or other benefits anticipated in the forward-looking statements. These forward-looking statements are necessarily estimates reflecting the best judgment of our senior management and involve a number of risks and uncertainties, some of which may be beyond our control, that could cause actual results to differ materially from those suggested by the forward-looking statements and include, without limitation:

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- changes in general economic and financial conditions, and the resulting impact on the level of discretionary consumer spending for apparel and pricing trend fluctuations, and our ability to plan for and respond to the impact of those changes;
- our ability to timely and effectively implement our global productivity initiative as planned, which is intended to increase productivity and efficiency in our global operations, take advantage of lower-cost service-delivery models in our distribution network and streamline our procurement practices to maximize efficiency in our global operations, without business disruption or mitigation to such disruptions;
- consequences of impacts to the businesses of our wholesale customers, including a significant decline in a wholesale customer's financial condition, leading to restructuring actions, bankruptcies, liquidations or other unfavorable events for our wholesale customers, caused by factors such as inability to secure financing, decreased discretionary consumer spending, inconsistent traffic patterns and an increase in promotional activity as a result of decreased traffic, pricing fluctuations, general economic and financial conditions and changing consumer preferences;
- our and our wholesale customers' decisions to modify strategies and adjust product mix and pricing, and our ability to manage any resulting product transition costs, including liquidating inventory or increasing promotional activity;
- our ability to purchase products through our independent contract manufacturers that are made with quality raw materials and our ability to mitigate the variability of costs related to manufacturing, sourcing, and raw materials supply and to manage consumer response to such mitigating actions;
- our ability to gauge and adapt to changing U.S. and international retail environments and fashion trends and changing consumer preferences in product, price-points, as well as in-store and digital shopping experiences;
- our ability to respond to price, innovation and other competitive pressures in the global apparel industry, on and from our key customers and in our key markets;
- our ability to increase the number of dedicated stores for our products, including through opening and profitably operating company-operated stores;
- consequences of foreign currency exchange and interest rate fluctuations;
- the impact of the variables that affect the net periodic benefit cost and future funding requirements of our postretirement benefits and pension plans;
- our dependence on key distribution channels, customers and suppliers;
- our ability to utilize our tax credits and net operating loss carryforwards;
- ongoing or future litigation matters and disputes and regulatory developments;
- changes in or application of trade and tax laws; and
- political, social and economic instability in countries where we or our customers do business.

Our actual results might differ materially from historical performance or current expectations. We do not undertake any obligation to update or revise publicly any forward-looking statements, whether as a result of new information, future events or otherwise.

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Item 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Investment and Credit Availability Risk

We manage cash and cash equivalents in various institutions at levels beyond FDIC coverage limits, and we purchase investments not guaranteed by the FDIC. Accordingly, there may be a risk that we will not recover the full principal of our investments or that their liquidity may be diminished. To mitigate this risk, our investment policy emphasizes preservation of principal and liquidity.

Multiple financial institutions are committed to provide loans and other credit instruments under our amended and restated senior secured revolving credit facility. There may be a risk that some of these institutions cannot deliver against these obligations in a timely manner, or at all.

Foreign Exchange Risk

The global scope of our business operations exposes us to the risk of fluctuations in foreign currency markets. This exposure is the result of certain product sourcing activities, some intercompany sales, foreign subsidiaries' royalty payments, interest payments, earnings repatriations, net investment in foreign operations and funding activities. Our foreign currency management objective is to minimize the effect of fluctuations in foreign exchange rates on nonfunctional currency cash flows of the Company and its subsidiaries and selected assets or liabilities of the Company and its subsidiaries without exposing the Company to additional risk associated with transactions that could be regarded as speculative.

We use a centralized currency management operation to take advantage of potential opportunities to naturally offset exposures against each other. For any residual exposures under management, we may enter into various financial instruments, including forward exchange contracts, to hedge certain forecasted transactions, as well as certain firm commitments, including third-party and intercompany transactions.

Our foreign exchange risk management activities are governed by a foreign exchange risk management policy approved by our Treasury committee. Members of our Treasury committee, comprised of a group of our senior financial executives, review our foreign exchange activities to monitor compliance with our policies. The operating policies and guidelines outlined in the foreign exchange risk management policy provide a framework that allows for a managed approach to the management of currency exposures while ensuring the activities are conducted within established parameters. Our policy includes guidelines for the organizational structure of our treasury risk management function and for internal controls over foreign exchange risk management activities, including various measurements for monitoring compliance. We monitor foreign exchange risk and related derivatives using different techniques, including a review of market value, sensitivity analysis and a value-at-risk model. We use the market approach to estimate the fair value of our foreign exchange derivative contracts.

We use derivative instruments to manage certain but not all exposures to foreign currencies. Our approach to managing foreign currency exposures is consistent with that applied in previous years. As of November 30, 2014, we had forward foreign exchange contracts to buy \$470.5 million and to sell \$305.7 million against various foreign currencies. These contracts are at various exchange rates and expire at various dates through February 2016.

As of November 24, 2013, we had forward foreign exchange contracts to buy \$519.5 million and to sell \$233.9 million against various foreign currencies. These contracts were at various exchange rates and expired at various dates through January 2015.

Derivative Financial Instruments

We are exposed to market risk primarily related to foreign currencies. We manage foreign currency risks with the objective to minimize the effect of fluctuations in foreign exchange rates on nonfunctional currency cash flows of the Company and its subsidiaries and selected assets or liabilities of the Company and its subsidiaries without exposing the Company to additional risk associated with transactions that could be regarded as speculative.

We are exposed to credit loss in the event of nonperformance by the counterparties to the over-the-counter forward foreign exchange contracts. However, we believe that our exposures are appropriately diversified across counterparties and that these counterparties are creditworthy financial institutions. We monitor the creditworthiness of our counterparties in accordance with our foreign exchange and investment policies. In addition, we have International Swaps and Derivatives Association, Inc. ("ISDA") master agreements in place with our counterparties to mitigate the credit risk related to the outstanding derivatives. These agreements provide the legal basis for over-the-counter transactions in many of the world's commodity and financial markets.

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The following table presents the currency, average forward exchange rate, notional amount and fair values for our outstanding forward contracts as of November 30, 2014, and November 24, 2013. The average forward exchange rate is the weighted average of the forward rates of the contracts for the indicated currency. The notional amount represents the U.S. Dollar equivalent amount of the foreign currency at the inception of the contracts, and is the net sum of all buy and sell transactions for the indicated currency. A net positive notional amount represents a position to buy the U.S. Dollar versus the exposure currency, while a net negative notional amount represents a position to sell the U.S. Dollar versus the exposure currency. All transactions will mature before the end of February 2016.

Currency	As of November 30, 2014			As of November 24, 2013		
	Average Forward Exchange Rate	Notional Amount	Fair Value	Average Forward Exchange Rate	Notional Amount	Fair Value
	(Dollars in thousands)					
Australian Dollar	0.87	\$ 6,393	\$ 200	0.95	\$ 23,954	\$ 1,045
Brazilian Real	2.46	704	(72)	2.53	7,526	(417)
Canadian Dollar	1.12	42,224	1,212	1.04	22,506	449
Swiss Franc	0.93	(12,121)	166	0.89	973	18
Czech Koruna	21.91	292	4	—	—	—
Danish Krone	5.84	(1,258)	(29)	5.41	(555)	(11)
Euro	1.28	(38,235)	(2,900)	1.36	77,318	445
British Pound Sterling	1.61	(23,766)	(613)	1.61	(31,148)	45
Hong Kong Dollar	7.76	(2,571)	1	7.75	878	(1)
Hungarian Forint	244.56	(1,452)	(17)	—	—	—
Indonesian Rupiah	13,310.00	3,276	(266)	11,769.10	12,689	261
Indian Rupee	66.79	599	(41)	69.40	5,905	(348)
Japanese Yen	106.79	46,375	5,165	94.48	35,668	2,356
South Korean Won	1,088.39	26,613	197	1,102.82	21,329	(968)
Mexican Peso	13.43	73,099	2,783	13.20	54,199	11
Malaysian Ringgit	3.31	11,290	284	3.24	18,231	(18)
Norwegian Krone	6.67	2,881	164	6.03	1,827	(7)
New Zealand Dollar	0.78	(3,352)	(22)	0.82	(2,635)	(25)
Philippine Peso	45.20	3,908	(6)	43.47	10,321	53
Polish Zloty	3.36	(514)	(79)	3.08	(3,325)	(198)
Russian Ruble	—	—	—	32.41	3,165	119
Swedish Krona	7.41	11,935	(7)	6.54	1,647	2
Singapore Dollar	1.27	(3,051)	(135)	1.24	256	2
Turkish Lira	2.22	1,281	8	—	—	—
New Taiwan Dollar	29.68	3,669	146	29.63	7,708	(9)
South African Rand	11.52	16,558	(175)	10.44	17,200	(58)
Total		<u>\$ 164,777</u>	<u>\$ 5,968</u>		<u>\$ 285,637</u>	<u>\$ 2,746</u>

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Interest rate risk

The following table provides information about our financial instruments that may be sensitive to changes in interest rates. The table presents principal (face amount) outstanding balances of our debt instruments and the related weighted-average interest rates for the years indicated based on expected maturity dates. All amounts are stated in U.S. Dollar equivalents.

	As of November 30, 2014						As of November 24, 2013		
	Expected Maturity Date						Total	Total	
	2015	2016	2017	2018	2019	Thereafter			
(Dollars in thousands)									
Debt Instruments									
Fixed Rate (US\$)	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ 1,050,000	\$ 1,050,000	\$ 1,050,000
Average Interest Rate	—	—	—	—	—	—	7.25%	7.25%	7.25%
Fixed Rate (Yen 4.0 billion)	—	33,985	—	—	—	—	—	33,985	39,545
Average Interest Rate	—	4.250%	—	—	—	—	—	4.250%	4.250%
Fixed Rate (Euro 300 million)	—	—	—	—	—	—	—	—	404,430
Average Interest Rate	—	—	—	—	—	—	—	—	—
Variable Rate (US\$)	—	—	—	—	—	—	—	—	—
Average Interest Rate	—	—	—	—	—	—	—	—	—
Total Principal (face amount) of our debt instruments ⁽¹⁾	\$ —	\$ 33,985	\$ —	\$ —	\$ —	\$ —	\$ 1,050,000	\$ 1,083,985	\$ 1,493,975

(1) Amounts presented in this table exclude short-term, variable-rate debt of \$100.0 million as of November 30, 2014, borrowed under our senior secured revolving credit facility, which was expected to be repaid over the next twelve months. Also excluded from this table are other short-term borrowings of \$31.5 million as of November 30, 2014, consisting of term loans and revolving credit facilities at various foreign subsidiaries which we expect to either pay over the next twelve months or refinance at the end of their applicable terms. Of the \$31.5 million, \$28.9 million was fixed-rate debt and \$2.6 million was variable-rate debt.

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Item 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

Report of Independent Registered Public Accounting Firm

The Board of Directors and Stockholders of
Levi Strauss & Co.:

In our opinion, the accompanying consolidated balance sheets and the related consolidated statements of income, comprehensive income, stockholders' equity (deficit), and of cash flows present fairly, in all material respects, the financial position of Levi Strauss & Co. and its subsidiaries at November 30, 2014 and November 24, 2013, and the results of their operations and their cash flows for each of the three years in the period ended November 30, 2014, in conformity with accounting principles generally accepted in the United States of America. In addition, in our opinion, the related financial statement schedule listed in the index appearing under Item 15(2) presents fairly, in all material respects, the information set forth therein when read in conjunction with the related consolidated financial statements. These financial statements and the financial statement schedule are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements and the financial statement schedule based on our audits. We conducted our audits of these statements in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

/s/ PricewaterhouseCoopers LLP

San Francisco, CA
February 12, 2015

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LEVI STRAUSS & CO. AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEETS

	November 30, 2014	November 24, 2013
	(Dollars in thousands)	
ASSETS		
Current Assets:		
Cash and cash equivalents	\$ 298,255	\$ 489,258
Trade receivables, net of allowance for doubtful accounts of \$12,704 and \$18,264	481,981	446,671
Inventories:		
Raw materials	4,501	3,361
Work-in-process	5,056	6,597
Finished goods	591,359	593,909
Total inventories	600,916	603,867
Deferred tax assets, net	178,015	187,836
Other current assets	99,347	112,082
Total current assets	1,658,514	1,839,714
Property, plant and equipment, net of accumulated depreciation of \$784,493 and \$775,933	392,062	439,861
Goodwill	238,921	241,228
Other intangible assets, net	45,898	49,149
Non-current deferred tax assets, net	488,398	448,839
Other non-current assets	100,280	108,627
Total assets	\$ 2,924,073	\$ 3,127,418
LIABILITIES, TEMPORARY EQUITY AND STOCKHOLDERS' EQUITY		
Current Liabilities:		
Short-term debt	\$ 131,524	\$ 41,861
Accounts payable	234,892	254,516
Accrued salaries, wages and employee benefits	178,470	209,966
Restructuring liabilities	57,817	—
Accrued interest payable	5,679	5,346
Accrued income taxes	9,432	11,301
Other accrued liabilities	263,182	262,488
Total current liabilities	880,996	785,478
Long-term debt	1,092,478	1,504,016
Long-term capital leases	11,619	10,243
Postretirement medical benefits	122,213	122,248
Pension liability	406,398	326,767
Long-term employee related benefits	80,066	73,386
Long-term income tax liabilities	35,821	30,683
Other long-term liabilities	62,363	61,097
Total liabilities	2,691,954	2,913,918
Commitments and contingencies		
Temporary equity	77,664	38,524
Stockholders' Equity:		
Levi Strauss & Co. stockholders' equity		
Common stock — \$.01 par value; 270,000,000 shares authorized; 37,430,283 shares and 37,446,087 shares issued and outstanding	374	374
Additional paid-in capital	—	7,361
Retained earnings	528,209	475,960
Accumulated other comprehensive loss	(375,340)	(312,029)
Total Levi Strauss & Co. stockholders' equity	153,243	171,666
Noncontrolling interest	1,212	3,310
Total stockholders' equity	154,455	174,976
Total liabilities, temporary equity and stockholders' equity	\$ 2,924,073	\$ 3,127,418

Source: LEVI STRAUSS & CO. 10-K, February 12, 2015

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The accompanying notes are an integral part of these consolidated financial statements.

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**LEVI STRAUSS & CO. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF INCOME**

	Year Ended		
	November 30, 2014	November 24, 2013	November 25, 2012
	(Dollars in thousands)		
Net revenues	\$ 4,753,992	\$ 4,681,691	\$ 4,610,193
Cost of goods sold	2,405,552	2,331,219	2,410,862
Gross profit	2,348,440	2,350,472	2,199,331
Selling, general and administrative expenses	1,906,164	1,884,965	1,865,352
Restructuring, net	128,425	—	—
Operating income	313,851	465,507	333,979
Interest expense	(117,597)	(129,024)	(134,694)
Loss on early extinguishment of debt	(20,343)	(689)	(8,206)
Other income (expense), net	(22,057)	(13,181)	4,802
Income before income taxes	153,854	322,613	195,881
Income tax expense	49,545	94,477	54,922
Net income	104,309	228,136	140,959
Net loss attributable to noncontrolling interest	1,769	1,057	2,891
Net income attributable to Levi Strauss & Co.	<u>\$ 106,078</u>	<u>\$ 229,193</u>	<u>\$ 143,850</u>

The accompanying notes are an integral part of these consolidated financial statements.

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LEVI STRAUSS & CO. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME

	Year Ended		
	November 30, 2014	November 24, 2013	November 25, 2012
	(Dollars in thousands)		
Net income	\$ 104,309	\$ 228,136	\$ 140,959
Other comprehensive income (loss), net of related income taxes:			
Pension and postretirement benefits	(34,682)	104,189	(75,277)
Net investment hedge gains (losses)	4,978	(7,846)	9,840
Foreign currency translation (losses) gains	(34,904)	4,965	(5,214)
Unrealized gain on marketable securities	968	252	1,561
Total other comprehensive (loss) income	(63,640)	101,560	(69,090)
Comprehensive income	40,669	329,696	71,869
Comprehensive loss attributable to noncontrolling interest	2,098	2,103	3,348
Comprehensive income attributable to Levi Strauss & Co.	<u>\$ 42,767</u>	<u>\$ 331,799</u>	<u>\$ 75,217</u>

The accompanying notes are an integral part of these consolidated financial statements.

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LEVI STRAUSS & CO. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY (DEFICIT)

	Levi Strauss & Co. Stockholders					Noncontrolling Interest	Total Stockholders' Equity (Deficit)
	Common Stock	Additional Paid-In Capital	Accumulated Earnings	Accumulated Other Comprehensive Loss			
(Dollars in thousands)							
Balance at November 27, 2011	\$ 374	\$ 29,266	\$ 150,770	\$ (346,002)	\$ 8,761		\$ (156,831)
Net income (loss)	—	—	143,850	—	(2,891)		140,959
Other comprehensive loss (net of tax)	—	—	—	(68,633)	(457)		(69,090)
Stock-based compensation and dividends, net	—	4,118	(25)	—	—		4,093
Repurchase of common stock	—	(19)	(584)	—	—		(603)
Cash dividends paid	—	—	(20,036)	—	—		(20,036)
Balance at November 25, 2012	374	33,365	273,975	(414,635)	5,413		(101,508)
Net income (loss)	—	—	229,193	—	(1,057)		228,136
Other comprehensive income (loss) (net of tax)	—	—	—	102,606	(1,046)		101,560
Stock-based compensation and dividends, net	—	8,272	(23)	—	—		8,249
Reclassification to temporary equity	—	(30,641)	—	—	—		(30,641)
Repurchase of common stock	—	(3,635)	(2,109)	—	—		(5,744)
Cash dividends paid	—	—	(25,076)	—	—		(25,076)
Balance at November 24, 2013	374	7,361	475,960	(312,029)	3,310		174,976
Net income (loss)	—	—	106,078	—	(1,769)		104,309
Other comprehensive loss (net of tax)	—	—	—	(63,311)	(329)		(63,640)
Stock-based compensation and dividends, net	—	13,290	(23)	—	—		13,267
Reclassification to temporary equity	—	(19,298)	(19,842)	—	—		(39,140)
Repurchase of common stock	—	(1,353)	(3,961)	—	—		(5,314)
Cash dividends paid	—	—	(30,003)	—	—		(30,003)
Balance at November 30, 2014	\$ 374	\$ —	\$ 528,209	\$ (375,340)	\$ 1,212		\$ 154,455

The accompanying notes are an integral part of these consolidated financial statements.

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LEVI STRAUSS & CO. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS

	Year Ended		
	November 30, 2014	November 24, 2013	November 25, 2012
	(Dollars in thousands)		
Cash Flows from Operating Activities:			
Net income	\$ 104,309	\$ 228,136	\$ 140,959
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation and amortization	109,474	115,720	122,608
Asset impairments	6,531	8,330	27,031
Gain on disposal of property, plant and equipment	(197)	(2,112)	(351)
Unrealized foreign exchange losses (gains)	5,392	4,573	(3,146)
Realized loss (gain) on settlement of forward foreign exchange contracts not designated for hedge accounting	6,184	2,904	(8,508)
Employee benefit plans' amortization from accumulated other comprehensive loss and settlement losses	45,787	22,686	1,412
Employee benefit plans' curtailment gain, net	—	(564)	(2,391)
Noncash loss (gain) on extinguishment of debt, net of write-off of unamortized debt issuance costs	5,103	689	(3,643)
Noncash restructuring charges	3,347	—	—
Amortization of deferred debt issuance costs	3,878	4,331	4,323
Stock-based compensation	12,441	8,249	5,965
Allowance for doubtful accounts	662	1,158	5,024
Deferred income taxes	(28,177)	37,520	19,853
Change in operating assets and liabilities:			
Trade receivables	(51,367)	65,955	145,717
Inventories	(6,184)	(63,920)	87,547
Other current assets	5,377	32,808	34,384
Other non-current assets	4,094	10,081	1,019
Accounts payable and other accrued liabilities	(28,871)	3,107	46,578
Restructuring liabilities	66,574	—	—
Income tax liabilities	16,639	(24,042)	(27,811)
Accrued salaries, wages and employee benefits and long-term employee related benefits	(42,878)	(51,974)	(74,140)
Other long-term liabilities	(3,740)	8,618	7,995
Other, net	(1,469)	(985)	551
Net cash provided by operating activities	<u>232,909</u>	<u>411,268</u>	<u>530,976</u>
Cash Flows from Investing Activities:			
Purchases of property, plant and equipment	(73,396)	(91,771)	(83,855)
Proceeds from sale of assets	8,049	2,277	640
(Payments) proceeds on settlement of forward foreign exchange contracts not designated for hedge accounting	(6,184)	(2,904)	8,508
Acquisitions, net of cash acquired	(318)	(400)	(491)
Net cash used for investing activities	<u>(71,849)</u>	<u>(92,798)</u>	<u>(75,198)</u>
Cash Flows from Financing Activities:			
Proceeds from issuance of long-term debt	—	140,000	385,000
Repayments of long-term debt and capital leases	(395,853)	(327,281)	(407,963)
Proceeds from senior revolving credit facility	265,000	—	50,000
Repayments of senior revolving credit facility	(165,000)	—	(250,000)
Proceeds from short-term credit facilities	24,372	46,187	121,200
Repayments of short-term credit facilities	(24,000)	(53,726)	(124,517)
Other short-term borrowings, net	(10,080)	(3,711)	2,623
Debt issuance costs	(2,684)	(2,557)	(7,376)
Restricted cash	1,060	(139)	565
Repurchase of common stock	(5,314)	(5,744)	(603)
Excess tax benefits from stock-based compensation	826	1,538	168
Dividend to stockholders	(30,003)	(25,076)	(20,036)
Net cash used for financing activities	<u>(341,676)</u>	<u>(230,509)</u>	<u>(250,939)</u>
Effect of exchange rate changes on cash and cash equivalents	<u>(10,387)</u>	<u>(4,837)</u>	<u>(3,247)</u>
Net (decrease) increase in cash and cash equivalents	<u>(191,003)</u>	<u>83,124</u>	<u>201,592</u>
Beginning cash and cash equivalents	<u>489,258</u>	<u>406,134</u>	<u>204,542</u>

Ending cash and cash equivalents	\$ 298,255	\$ 489,258	\$ 406,134
Supplemental disclosure of cash flow information:			
Cash paid during the period for:			
Interest	\$ 110,029	\$ 121,827	\$ 128,718
Income taxes	60,525	47,350	49,346

The accompanying notes are an integral part of these consolidated financial statements.

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LEVI STRAUSS & CO. AND SUBSIDIARIES NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED NOVEMBER 30, 2014, NOVEMBER 24, 2013, AND NOVEMBER 25, 2012

NOTE 1: SIGNIFICANT ACCOUNTING POLICIES

Nature of Operations

Levi Strauss & Co. (the “Company”) is one of the world’s leading branded apparel companies. The Company designs and markets jeans, casual and dress pants, tops, shorts, skirts, jackets, footwear and related accessories, for men, women and children around the world under the Levi’s®, Dockers®, Signature by Levi Strauss & Co.™ and Denizen® brands. The Company operates its business through three geographic regions: Americas, Europe and Asia.

Basis of Presentation and Principles of Consolidation

The consolidated financial statements of the Company and its wholly-owned and majority-owned foreign and domestic subsidiaries are prepared in conformity with generally accepted accounting principles in the United States (“U.S. GAAP”). All significant intercompany balances and transactions have been eliminated. The Company is privately held primarily by descendants of the family of its founder, Levi Strauss, and their relatives.

The Company’s fiscal year ends on the last Sunday of November in each year, although the fiscal years of certain foreign subsidiaries end on November 30. Fiscal 2014 was a 53-week year ending on November 30, 2014. Fiscal 2013 and 2012 were 52-week years ending on November 24, 2013, and November 25, 2012, respectively. Each quarter of fiscal years 2014, 2013 and 2012 consists of 13 weeks, with the exception of the fourth quarter of 2014, which consisted of 14 weeks. All references to years relate to fiscal years rather than calendar years.

Subsequent events have been evaluated through the issuance date of these financial statements.

Out-of-period Adjustments

The Company's results for the year ended November 30, 2014, include out-of-period adjustments which, on a year-to-date basis, decreased income before income taxes and net income by \$1.3 million and \$6.9 million, respectively. These adjustments were comprised of \$1.3 million of pre-tax items, principally related to duty accruals, and \$5.6 million of additional tax expense, all associated with prior years. The correction of certain of these items during the fourth quarter of 2014 decreased fourth quarter 2014 income before income taxes and net income by approximately \$4.0 million and \$6.0 million, respectively. Management has evaluated these items in relation to the current period as well as the periods in which they originated, and believes these items are immaterial to both the consolidated quarterly and annual financial statements.

Use of Estimates

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the amounts reported in the consolidated financial statements and the related notes to the consolidated financial statements. Estimates are based upon historical factors, current circumstances and the experience and judgment of the Company’s management. Management evaluates its estimates and assumptions on an ongoing basis and may employ outside experts to assist in its evaluations. Changes in such estimates, based on more accurate future information, or different assumptions or conditions, may affect amounts reported in future periods.

Cash and Cash Equivalents

The Company considers all highly liquid investments with an original maturity of three months or less to be cash equivalents. Cash equivalents are stated at fair value.

Restricted Cash

Restricted cash primarily relates to required cash deposits for customs and rental guarantees to support the Company’s international operations. As restricted cash is not material in any period presented, it is included in “Other current assets” and “Other non-current assets” on the consolidated balance sheets.

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LEVI STRAUSS & CO. AND SUBSIDIARIES NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued) FOR THE YEARS ENDED NOVEMBER 30, 2014, NOVEMBER 24, 2013, AND NOVEMBER 25, 2012

Accounts Receivable, Net

The Company extends credit to its customers that satisfy pre-defined credit criteria. Accounts receivable are recorded net of an allowance for doubtful accounts. The Company estimates the allowance for doubtful accounts based upon an analysis of the aging of accounts receivable at the date of the consolidated financial statements, assessments of collectability based on historic trends, customer-specific circumstances, and an evaluation of economic conditions. Actual write-off of receivables may differ from estimates due to changes in customer and economic circumstances.

Inventory Valuation

The Company values inventories at the lower of cost or market value. Inventory cost is determined using the first-in first-out method. The Company includes product costs, labor and related overhead, inbound freight, internal transfers, and the cost of operating its remaining manufacturing facilities, including the related depreciation expense, in the cost of inventories. The Company estimates quantities of slow-moving and obsolete inventory, by reviewing on-hand quantities, outstanding purchase obligations and forecasted sales. The Company determines inventory market values by estimating expected selling prices based on the Company's historical recovery rates for slow-moving and obsolete inventory and other factors, such as market conditions, expected channel of distribution and current consumer preferences.

Income Tax Assets and Liabilities

The future effective tax rate will ultimately depend on the mix of earnings between domestic and foreign operations, the impact of certain undistributed foreign earnings for which no U.S. taxes have been provided because such earnings are planned to be indefinitely reinvested outside of the United States, changes in tax laws and regulations and potential resolutions on tax examinations, refund claims and litigation. Remittances of foreign earnings to the United States are planned based on projected cash flow, working capital and investment needs of our foreign and domestic operations. Based on these assumptions, the Company estimates the amount that will be distributed to the United States and provides U.S. federal taxes on these amounts. Material changes in the Company's estimates as to how much of the Company's foreign earnings will be distributed to the United States or tax legislation that limits or restricts the amount of undistributed foreign earnings that the Company considers indefinitely reinvested outside the United States could materially impact the Company's income tax provision and effective tax rate. Significant judgment is required in determining the Company's worldwide income tax provision. In the ordinary course of a global business, there are many transactions and calculations where the ultimate tax outcome is uncertain. Some of these uncertainties arise from examinations in various jurisdictions and assumptions and estimates used in evaluating the need for valuation allowance.

The Company is subject to income taxes in both the United States and numerous foreign jurisdictions. The Company computes its provision for income taxes using the asset and liability method, under which deferred tax assets and liabilities are recognized for the expected future tax consequences of temporary differences between the financial reporting and tax bases of assets and liabilities and for operating loss and tax credit carryforwards. Deferred tax assets and liabilities are measured using the currently enacted tax rates that are expected to apply to taxable income for the years in which those tax assets and liabilities are expected to be realized or settled. Significant judgments are required in order to determine the realizability of these deferred tax assets. In assessing the need for a valuation allowance, the Company's management evaluates all significant available positive and negative evidence, including historical operating results, estimates of future taxable income and the existence of prudent and feasible tax planning strategies.

The Company continuously reviews issues raised in connection with all ongoing examinations and open tax years to evaluate the adequacy of its tax liabilities. The Company evaluates uncertain tax positions under a two-step approach. The first step is to evaluate the uncertain tax position for recognition by determining if the weight of available evidence indicates that it is more likely than not that the position will be sustained upon examination based on its technical merits. The second step, for those positions that meet the recognition criteria, is to measure the tax benefit as the largest amount that is more than fifty percent likely to be realized. The Company believes that its recorded tax liabilities are adequate to cover all open tax years based on its assessment. This assessment relies on estimates and assumptions and involves significant judgments about future events. To the extent that the Company's view as to the outcome of these matters change, the Company will adjust income tax expense in the period in which such determination is made. The Company classifies interest and penalties related to income taxes as income tax expense.

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LEVI STRAUSS & CO. AND SUBSIDIARIES NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued) FOR THE YEARS ENDED NOVEMBER 30, 2014, NOVEMBER 24, 2013, AND NOVEMBER 25, 2012

Property, Plant and Equipment

Property, plant and equipment are carried at cost, less accumulated depreciation. The cost is depreciated on a straight-line basis over the estimated useful lives of the related assets. Costs relating to internal-use software development are capitalized when incurred during the application development phase. Buildings are depreciated over 20 to 40 years, and leasehold improvements are depreciated over the lesser of the life of the improvement or the initial lease term. Machinery and equipment includes furniture and fixtures, automobiles and trucks, and networking communication equipment, and is depreciated over a range from three to 20 years. Capitalized internal-use software is depreciated over periods ranging from three to seven years.

Goodwill and Other Intangible Assets

Goodwill resulted primarily from a 1985 acquisition of the Company by Levi Strauss Associates Inc., a former parent company that was subsequently merged into the Company in 1996, and the Company's 2009 acquisitions. Goodwill is not amortized. Intangible assets are comprised of owned trademarks with indefinite useful lives which are not being amortized as well as acquired contractual rights and customers lists with finite lives which are being amortized over periods ranging from four to eight years. The amortization of these intangible assets is included in "Selling, general, and administrative expenses" in the Company's consolidated statements of income.

Impairment

The Company reviews its goodwill and other non-amortized intangible assets for impairment annually in the fourth quarter of its fiscal year, or more frequently as warranted by events or changes in circumstances which indicate that the carrying amount may not be recoverable. The Company qualitatively assesses goodwill impairment for certain reporting units and impairment for other non-amortized intangible assets to determine whether it is more likely than not that the fair value of a reporting unit or other non-amortized intangible asset is less than its carrying amount. For goodwill and other non-amortized intangible assets not assessed qualitatively, a two-step quantitative approach is utilized. In the first step, the Company compares the carrying value of the reporting unit or applicable asset to its fair value, which the Company estimates using a discounted cash flow analysis or by comparison with the market values of similar assets. If the carrying amount of the reporting unit or asset exceeds its estimated fair value, the Company performs the second step, and determines the impairment loss, if any, as the excess of the carrying value of the goodwill or intangible asset over its fair value.

The Company reviews its other long-lived assets for impairment whenever events or changes in circumstances indicate the carrying amount of an asset may not be recoverable. If the carrying amount of an asset exceeds the expected future undiscounted cash flows, the Company measures and records an impairment loss for the excess of the carrying value of the asset over its fair value.

To determine the fair value of impaired assets, the Company utilizes the valuation technique or techniques deemed most appropriate based on the nature of the impaired asset and the data available, which may include the use of quoted market prices, prices for similar assets or other valuation techniques such as discounted future cash flows or earnings.

Debt Issuance Costs

The Company capitalizes debt issuance costs, which are included in "Other non-current assets" in the Company's consolidated balance sheets. Bond issuance costs are generally amortized utilizing the effective interest method whereas revolving credit facility issuance costs are amortized utilizing the straight-line method. Amortization of debt issuance costs is included in "Interest expense" in the consolidated statements of income.

Restructuring Liabilities

Upon approval of a restructuring plan, the Company records restructuring liabilities for employee severance and related termination benefits when they become probable and estimable for formal and pre-existing severance arrangements. The Company records other costs associated with exit activities as they are incurred. The long-term portion of restructuring liabilities is included in "Other long-term liabilities" in the Company's consolidated balance sheets.

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LEVI STRAUSS & CO. AND SUBSIDIARIES NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued) FOR THE YEARS ENDED NOVEMBER 30, 2014, NOVEMBER 24, 2013, AND NOVEMBER 25, 2012

Deferred Rent

The Company is obligated under operating leases of property for manufacturing, finishing and distribution facilities, office space, retail stores and equipment. Rental expense relating to operating leases are recognized on a straight-line basis over the lease term after consideration of lease incentives and scheduled rent escalations beginning as of the date the Company takes physical possession or control of the property. Differences between rental expense and actual rental payments are recorded as deferred rent liabilities included in “Other accrued liabilities” and “Other long-term liabilities” on the consolidated balance sheets.

Fair Value of Financial Instruments

The fair values of the Company's financial instruments reflect the amounts that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date (exit price). The fair value estimates presented in this report are based on information available to the Company as of November 30, 2014, and November 24, 2013.

The carrying values of cash and cash equivalents, trade receivables and short-term borrowings approximate fair value. The Company has estimated the fair value of its other financial instruments using the market and income approaches. Rabbi trust assets and forward foreign exchange contracts are carried at their fair values. The Company's debt instruments are carried at historical cost and adjusted for amortization of premiums or discounts, foreign currency fluctuations and principal payments.

Pension and Postretirement Benefits

The Company has several non-contributory defined benefit retirement plans covering eligible employees. The Company also provides certain health care benefits for U.S. employees who meet age, participation and length of service requirements at retirement. In addition, the Company sponsors other retirement or post-employment plans for its foreign employees in accordance with local government programs and requirements. The Company retains the right to amend, curtail or discontinue any aspect of the plans, subject to local regulations.

The Company recognizes either an asset or a liability for any plan's funded status in its consolidated balance sheets. The Company measures changes in funded status using actuarial models which utilize an attribution approach that generally spreads individual events over the estimated service lives of the remaining employees in the plan. For plans where participants will not earn additional benefits by rendering future service, which includes the Company's U.S. plans, individual events are spread over the plan participants' estimated remaining lives. The Company's policy is to fund its retirement plans based upon actuarial recommendations and in accordance with applicable laws, income tax regulations and credit agreements. Net pension and postretirement benefit income or expense is generally determined using assumptions which include expected long-term rates of return on plan assets, discount rates, compensation rate increases and medical and mortality trend rates. The Company considers several factors including historical rates, expected rates and external data to determine the assumptions used in the actuarial models.

Employee Incentive Compensation

The Company maintains short-term and long-term employee incentive compensation plans. Provisions for employee incentive compensation are recorded in “Accrued salaries, wages and employee benefits” and “Long-term employee related benefits” in the Company's consolidated balance sheets. The Company accrues the related compensation expense over the period of the plan and changes in the liabilities for these incentive plans generally correlate with the Company's financial results and projected future financial performance.

Stock-Based Compensation

The Company has stock-based incentive plans which reward certain employees and directors with cash or equity. Compensation cost for these awards is estimated based on the number of awards that are expected to vest. Compensation cost for equity awards is measured based on the fair value at the grant date, while liability award expense is measured and adjusted based on the fair value at the end of each quarter. No compensation cost is ultimately recognized for certain equity awards which are unvested and forfeited at an employees' termination date or for liability awards which are out-of-the-money at the award expiration date. Compensation cost for performance awards with a market condition is recognized regardless of whether the performance or market condition is met, as long as the employee has not terminated prior to the vesting date. Compensation cost is recognized over the period that an employee provides service for that award, which generally is the vesting period.

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LEVI STRAUSS & CO. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued)

FOR THE YEARS ENDED NOVEMBER 30, 2014, NOVEMBER 24, 2013, AND NOVEMBER 25, 2012

The Company's common stock is not listed on any established stock exchange. Accordingly, the stock's fair value is approved by the Company's board of directors (the "Board") and determined based upon a valuation performed by an independent third-party, Evercore Group LLC ("Evercore"). Determining the fair value of the Company's stock requires complex judgments. The valuation process includes comparison of the Company's historical and estimated future financial results with selected publicly-traded companies and application of an appropriate discount for the illiquidity of the stock to derive the fair value of the stock. The Company uses this valuation for, among other things, making determinations under its stock-based compensation plans, such as the grant date fair value of awards.

The fair value of equity awards granted to employees is estimated on the date of grant using the Black-Scholes option pricing model. The Black-Scholes option pricing model requires the input of highly subjective assumptions including volatility. Due to the fact that the Company's common stock is not publicly traded, the computation of expected volatility is based on the average of the historical and implied volatilities, over the expected life of the awards, of comparable companies from a representative peer group of publicly-traded entities, selected based on industry and financial attributes. Other assumptions include expected life, risk-free rate of interest and dividend yield. For equity awards with a service condition, the expected life is derived based on historical experience and expected future post-vesting termination and exercise patterns. For equity awards with a performance condition, the expected life is computed using the simplified method until historical experience is available. The risk-free interest rate is based on zero coupon U.S. Treasury bond rates corresponding to the expected life of the awards. Dividend assumptions are based on historical experience.

The fair value of equity awards granted to directors is based on the fair value of the common stock at the date of grant. The fair value of liability awards granted prior to 2013 is estimated using the Black-Scholes option pricing model and is calculated using the common stock value and assumptions at each quarter end. The fair value of liability awards granted in 2013 and 2014 is calculated using the common stock fair value at each quarter end.

Due to the job function of the award recipients, the Company has included stock-based compensation cost in "Selling, general and administrative expenses" in the consolidated statements of income.

Self-Insurance

Up to certain limits, the Company self-insures various loss exposures primarily relating to workers' compensation risk and employee and eligible retiree medical health benefits. The Company carries insurance policies covering claim exposures which exceed predefined amounts, per occurrence and/or in the aggregate. Accruals for losses are made based on the Company's claims experience and actuarial assumptions followed in the insurance industry, including provisions for incurred but not reported losses.

Derivative Financial Instruments and Hedging Activities

The Company recognizes all derivatives as assets and liabilities at their fair values, which are included in "Other current assets", "Other non-current assets" or "Other accrued liabilities" on the Company's consolidated balance sheets. The Company uses derivatives to manage exposures that are sensitive to changes in market conditions, such as foreign currency risk. Additionally, some of the Company's contracts contain provisions that are accounted for as embedded derivative instruments. The Company does not designate its derivative instruments for hedge accounting; changes in the fair values of these instruments are recorded in "Other income (expense), net" in the Company's consolidated statements of income. The non-derivative instruments the Company designates and that qualify for hedge accounting treatment hedge the Company's net investment position in certain of its foreign subsidiaries. For these instruments, the Company documents the hedge designation by identifying the hedging instrument, the nature of the risk being hedged and the approach for measuring hedge effectiveness. The ineffective portions of these hedges are recorded in "Other income (expense), net" in the Company's consolidated statements of income. The effective portions of these hedges are recorded in "Accumulated other comprehensive loss" in the Company's consolidated balance sheets and are not reclassified to earnings until the related net investment position has been liquidated.

Foreign Currency

The functional currency for most of the Company's foreign operations is the applicable local currency. For those operations, assets and liabilities are translated into U.S. Dollars using period-end exchange rates, income and expenses are translated at average monthly exchange rates, and equity accounts are translated at historical rates. Net changes resulting from such translations are

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LEVI STRAUSS & CO. AND SUBSIDIARIES NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued) FOR THE YEARS ENDED NOVEMBER 30, 2014, NOVEMBER 24, 2013, AND NOVEMBER 25, 2012

recorded as a component of translation adjustments in “Accumulated other comprehensive income (loss)” in the Company's consolidated balance sheets.

Foreign currency transactions are transactions denominated in a currency other than the entity's functional currency. At each balance sheet date, each entity remeasures the recorded balances related to foreign-currency transactions using the period-end exchange rate. Gains or losses arising from the remeasurement of these balances are recorded in “Other income (expense), net” in the Company's consolidated statements of income. In addition, at the settlement date of foreign currency transactions, foreign currency gains and losses are recorded in “Other income (expense), net” in the Company's consolidated statements of income to reflect the difference between the rate effective at the settlement date and the historical rate at which the transaction was originally recorded.

Noncontrolling Interest

Noncontrolling interest includes a 16.4% minority interest of third parties in Levi Strauss Japan K.K., the Company's Japanese subsidiary.

Revenue Recognition

Net sales is primarily comprised of sales of products to wholesale customers, including franchised stores, and direct sales to consumers at the Company's company-operated and online stores and at the Company's company-operated shop-in-shops located within department stores. The Company recognizes revenue on sale of product when the goods are shipped or delivered and title to the goods passes to the customer provided that: there are no uncertainties regarding customer acceptance; persuasive evidence of an arrangement exists; the sales price is fixed or determinable; and collectability is reasonably assured. The revenue is recorded net of an allowance for estimated returns, discounts and retailer promotions and other similar incentives. Licensing revenues from the use of the Company's trademarks in connection with the manufacturing, advertising, and distribution of trademarked products by third-party licensees are earned and recognized as products are sold by licensees based on royalty rates set forth in the licensing agreements.

The Company recognizes allowances for estimated returns in the period in which the related sale is recorded. The Company recognizes allowances for estimated discounts, retailer promotions and other similar incentives at the later of the period in which the related sale is recorded or the period in which the sales incentive is offered to the customer. The Company estimates non-volume based allowances based on historical rates as well as customer and product-specific circumstances. Sales and value-added taxes collected from customers and remitted to governmental authorities are presented on a net basis in the consolidated statements of income.

Net sales to the Company's ten largest customers totaled approximately 31%, 31% and 32% of net revenues for 2014, 2013 and 2012, respectively. No customer represented 10% or more of net revenues in any of these years.

Cost of Goods Sold

Cost of goods sold includes the expenses incurred to acquire and produce inventory for sale, including product costs, labor and related overhead, inbound freight, internal transfers, and the cost of operating the Company's remaining manufacturing facilities, including the related depreciation expense.

Selling, General and Administrative Expenses

Selling, general and administrative expenses ("SG&A") are primarily comprised of costs relating to advertising, marketing, selling, distribution, information technology and other corporate functions. Costs relating to the Company's licensing activities are also included in SG&A. Selling costs include, among other things, all occupancy costs associated with company-operated stores and with the Company's company-operated shop-in-shops located within department stores. The Company expenses advertising costs as incurred. For 2014, 2013 and 2012, total advertising expense was \$272.8 million, \$274.0 million and \$260.4 million, respectively. Distribution costs include costs related to receiving and inspection at distribution centers, warehousing, shipping to the Company's customers, handling and certain other activities associated with the Company's distribution network. These expenses totaled \$168.7 million, \$171.7 million and \$186.7 million for 2014, 2013 and 2012, respectively.

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Recently Issued Accounting Standards

The following recently issued accounting standards have been grouped by their required effective dates for the Company:

First Quarter of 2015

- In July 2013, the FASB issued Accounting Standards Update No. 2013-11, *"Presentation of an Unrecognized Tax Benefit When a Net Operating Loss Carryforward, a Similar Tax Loss, or Tax Credit Carryforward Exists,"* ("ASU 2013-11"). ASU 2013-11 requires entities to present an unrecognized tax benefit, or a portion of an unrecognized tax benefit, as a reduction to a deferred tax asset for a net operating loss carryforward, a similar tax loss, or a tax credit carryforward when settlement in this manner is available under the tax law. The Company does not anticipate that the adoption of this standard will have a material impact on its consolidated financial statements.

First Quarter of 2017

- In June 2014, the FASB issued Accounting Standards Update No. 2014-12, *"Compensation – Stock Compensation (Topic 718): Accounting for Share-Based Payments When the Terms of an Award Provide that a Performance Target Could be Achieved after the Requisite Service Period,"* ("ASU 2014-12"). ASU 2014-12 requires that a performance target that affects vesting, and that could be achieved after the requisite service period, be treated as a performance condition. As such, the performance target should not be reflected in estimating the grant date fair value of the award. This update further clarifies that compensation cost should be recognized in the period in which it becomes probable that the performance target will be achieved and should represent the compensation cost attributable to the period(s) for which the requisite service has already been rendered. The Company does not anticipate that the adoption of this standard will have a material impact on its consolidated financial statements.

First Quarter of 2018

- In May 2014, the FASB issued Accounting Standards Update No. 2014-09, *"Revenue from Contracts with Customers (Topic 606),"* ("ASU 2014-09"). ASU 2014-09 outlines a new, single comprehensive model for entities to use in accounting for revenue arising from contracts with customers and supersedes most current revenue recognition guidance, including industry-specific guidance. This new revenue recognition model provides a five-step analysis in determining when and how revenue is recognized. The new model will require revenue recognition to depict the transfer of promised goods or services to customers in an amount that reflects the consideration a company expects to receive in exchange for those goods or services. The Company is currently assessing the impact that adopting this new accounting guidance will have on its consolidated financial statements and footnote disclosures.

NOTE 2: PROPERTY, PLANT AND EQUIPMENT

The components of property, plant and equipment ("PP&E") were as follows:

	November 30, 2014	November 24, 2013
	(Dollars in thousands)	
Land	\$ 14,111	\$ 21,240
Buildings and leasehold improvements	382,787	408,486
Machinery and equipment	417,414	439,627
Capitalized internal-use software	334,168	324,818
Construction in progress	28,075	21,623
Subtotal	1,176,555	1,215,794
Accumulated depreciation	(784,493)	(775,933)
PP&E, net	<u>\$ 392,062</u>	<u>\$ 439,861</u>

Depreciation expense for the years ended November 30, 2014, November 24, 2013, and November 25, 2012, was \$106.5 million, \$104.6 million and \$110.5 million, respectively.

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NOTE 3: GOODWILL AND OTHER INTANGIBLE ASSETS

The changes in the carrying amount of goodwill by business segment for the years ended November 30, 2014, and November 24, 2013, were as follows:

	Americas	Europe	Asia	Total
	(Dollars in thousands)			
Balance, November 25, 2012	\$ 207,423	\$ 30,627	\$ 1,921	\$ 239,971
Additions	—	156	—	156
Foreign currency fluctuation	—	1,327	(226)	1,101
Balance, November 24, 2013	207,423	32,110	1,695	241,228
Additions	—	182	—	182
Foreign currency fluctuation	(4)	(2,355)	(130)	(2,489)
Balance, November 30, 2014	<u>\$ 207,419</u>	<u>\$ 29,937</u>	<u>\$ 1,565</u>	<u>\$ 238,921</u>

Other intangible assets, net, were as follows:

	November 30, 2014			November 24, 2013		
	Gross Carrying Value	Accumulated Amortization	Total	Gross Carrying Value	Accumulated Amortization	Total
	(Dollars in thousands)					
Non-amortized intangible assets:						
Trademarks	\$ 42,743	\$ —	\$ 42,743	\$ 42,743	\$ —	\$ 42,743
Amortized intangible assets:						
Acquired contractual rights	7,596	(6,469)	1,127	7,882	(6,134)	1,748
Customer lists	18,701	(16,673)	2,028	20,221	(15,563)	4,658
Total	<u>\$ 69,040</u>	<u>\$ (23,142)</u>	<u>\$ 45,898</u>	<u>\$ 70,846</u>	<u>\$ (21,697)</u>	<u>\$ 49,149</u>

For the years ended November 30, 2014, November 24, 2013, and November 25, 2012, amortization of these intangible assets were \$2.8 million, \$10.5 million and \$11.4 million, respectively. The amortization of these intangible assets in the succeeding fiscal years is immaterial.

As of November 30, 2014, there was no impairment to the carrying value of the Company's goodwill or non-amortized intangible assets.

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NOTE 4: FAIR VALUE OF FINANCIAL INSTRUMENTS

The following table presents the Company's financial instruments that are carried at fair value:

	November 30, 2014			November 24, 2013		
	Fair Value	Estimated Using		Fair Value	Estimated Using	
		Level 1 Inputs ⁽¹⁾	Level 2 Inputs ⁽²⁾		Level 1 Inputs ⁽¹⁾	Level 2 Inputs ⁽²⁾
(Dollars in thousands)						
Financial assets carried at fair value						
Rabbi trust assets	\$ 25,891	\$ 25,891	\$ —	\$ 23,752	\$ 23,752	\$ —
Forward foreign exchange contracts, net ⁽³⁾	10,511	—	10,511	7,145	—	7,145
Total	<u>\$ 36,402</u>	<u>\$ 25,891</u>	<u>\$ 10,511</u>	<u>\$ 30,897</u>	<u>\$ 23,752</u>	<u>\$ 7,145</u>
Financial liabilities carried at fair value						
Forward foreign exchange contracts, net ⁽³⁾	\$ 10,353	\$ —	\$ 10,353	\$ 2,335	\$ —	\$ 2,335

- (1) Fair values estimated using Level 1 inputs are inputs which consist of quoted prices in active markets for identical assets or liabilities that the Company has the ability to access at the measurement date. Rabbi trust assets consist of a diversified portfolio of equity, fixed income and other securities. See Note 12 for more information on rabbi trust assets.
- (2) Fair values estimated using Level 2 inputs are inputs, other than quoted prices, that are observable for the asset or liability, either directly or indirectly and include among other things, quoted prices for similar assets or liabilities in markets that are active or inactive as well as inputs other than quoted prices that are observable. For forward foreign exchange contracts, inputs include foreign currency exchange and interest rates and, where applicable, credit default swap prices.
- (3) The Company's over-the-counter forward foreign exchange contracts are subject to International Swaps and Derivatives Association, Inc. master agreements. These agreements permit the net-settlement of these contracts on a per-institution basis.

The following table presents the carrying value – including related accrued interest – and estimated fair value of the Company's financial instruments that are carried at adjusted historical cost:

	November 30, 2014		November 24, 2013	
	Carrying Value	Estimated Fair Value	Carrying Value	Estimated Fair Value ⁽¹⁾
(Dollars in thousands)				
Financial liabilities carried at adjusted historical cost				
Senior revolving credit facility	\$ 100,098	\$ 100,098	\$ —	\$ —
4.25% Yen-denominated Eurobonds due 2016 ⁽¹⁾	34,108	35,383	39,659	38,523
7.75% Euro senior notes due 2018 ⁽¹⁾	—	—	405,304	432,098
7.625% senior notes due 2020 ⁽¹⁾	526,779	556,967	526,112	577,956
6.875% senior notes due 2022 ⁽¹⁾	536,501	583,848	537,447	588,275
Short-term borrowings	31,742	31,742	41,976	41,976
Total	<u>\$ 1,229,228</u>	<u>\$ 1,308,038</u>	<u>\$ 1,550,498</u>	<u>\$ 1,678,828</u>

- (1) Fair values are estimated using Level 1 inputs and incorporate mid-market price quotes. Level 1 inputs are inputs which consist of quoted prices in active markets for identical assets or liabilities that the Company has the ability to access at the measurement date.

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NOTE 5: DERIVATIVE INSTRUMENTS AND HEDGING ACTIVITIES

The Company's foreign currency management objective is to minimize the effect of fluctuations in foreign exchange rates on nonfunctional currency cash flows of the Company and its subsidiaries and selected assets or liabilities of the Company and its subsidiaries without exposing the Company to additional risk associated with transactions that could be regarded as speculative. Forward exchange contracts on various currencies are entered into to manage foreign currency exposures associated with certain product sourcing activities, some intercompany sales, foreign subsidiaries' royalty payments, interest payments, earnings repatriations, net investment in foreign operations and funding activities. The Company manages certain forecasted foreign currency exposures and uses a centralized currency management operation to take advantage of potential opportunities to naturally offset foreign currency exposures against each other. The Company designates a portion of its outstanding Yen-denominated Eurobonds as a net investment hedge to manage foreign currency exposures in its foreign operations. The Company does not apply hedge accounting to its derivative transactions. As of November 30, 2014, the Company had forward foreign exchange contracts to buy \$470.5 million and to sell \$305.7 million against various foreign currencies. These contracts are at various exchange rates and expire at various dates through February 2016.

The table below provides data about the carrying values of derivative instruments and non-derivative instruments:

	November 30, 2014			November 24, 2013		
	Assets	(Liabilities)	Derivative Net Carrying Value	Assets	(Liabilities)	Derivative Net Carrying Value
	Carrying Value	Carrying Value		Carrying Value	Carrying Value	
(Dollars in thousands)						
Derivatives not designated as hedging instruments						
Forward foreign exchange contracts	\$ 15,587	\$ (5,076)	\$ 10,511	\$ 11,145	\$ (4,000)	\$ 7,145
Forward foreign exchange contracts	1,833	(12,186)	(10,353)	880	(3,215)	(2,335)
Total	<u>\$ 17,420</u>	<u>\$ (17,262)</u>		<u>\$ 12,025</u>	<u>\$ (7,215)</u>	
Non-derivatives designated as hedging instruments						
4.25% Yen-denominated Eurobonds due 2016	\$ —	\$ (10,195)		\$ —	\$ (20,564)	
7.75% Euro senior notes due 2018	—	—		—	(404,430)	
Total	<u>\$ —</u>	<u>\$ (10,195)</u>		<u>\$ —</u>	<u>\$ (424,994)</u>	

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The Company's over-the-counter forward foreign exchange contracts are subject to International Swaps and Derivatives Association, Inc. master agreements. These agreements permit the net-settlement of these contracts on a per-institution basis. The table below presents, by type of financial instrument, the gross amounts of the Company's derivative instruments, amounts offset due to master netting arrangements with the Company's various counterparties, and the net amounts recognized on the Company's consolidated balance sheets:

	November 30, 2014			November 24, 2013		
	Gross Amounts of Recognized Assets / (Liabilities)	Gross Amounts Offset in the Statement of Financial Position	Net Amounts of Assets / (Liabilities) Presented in the Statement of Financial Position	Gross Amounts of Recognized Assets / (Liabilities)	Gross Amounts Offset in the Statement of Financial Position	Net Amounts of Assets / (Liabilities) Presented in the Statement of Financial Position
(Dollars in thousands)						
Over-the-counter forward foreign exchange contracts						
Financial assets	\$ 15,555	\$ (6,908)	\$ 8,647	\$ 8,600	\$ (4,880)	\$ 3,720
Financial liabilities	(9,587)	6,908	(2,679)	(5,855)	4,880	(975)
Total			\$ 5,968			\$ 2,745
Embedded derivative contracts						
Financial assets	\$ 1,865	\$ —	\$ 1,865	\$ 3,425	—	\$ 3,425
Financial liabilities	(7,675)	—	(7,675)	(1,360)	—	(1,360)
Total			\$ (5,810)			\$ 2,065

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The table below provides data about the amount of gains and losses related to derivative instruments and non-derivative instruments designated as net investment hedges:

	Gain or (Loss) Recognized in AOCI (Effective Portion)		Gain or (Loss) Recognized in Other Income (Expense), net (Ineffective Portion and Amount Excluded from Effectiveness Testing)		
	As of November 30, 2014	As of November 24, 2013	Year Ended		
			November 30, 2014	November 24, 2013	November 25, 2012
(Dollars in thousands)					
Forward foreign exchange contracts	\$ 4,637	\$ 4,637			
4.25% Yen-denominated Eurobonds due 2016	(19,367)	(21,161)	\$ 3,767	\$ 3,839	\$ 3,474
7.75% Euro senior notes due 2018	(15,751)	(27,361)	—	—	—
Cumulative income taxes	8,760	17,186			
Total	<u>\$ (21,721)</u>	<u>\$ (26,699)</u>			

The table below provides data about the amount of gains and losses related to derivatives not designated as hedging instruments included in “Other income (expense), net” in the Company’s consolidated statements of income:

	Gain or (Loss)		
	Year Ended		
	November 30, 2014	November 24, 2013	November 25, 2012
(Dollars in thousands)			
Forward foreign exchange contracts:			
Realized	\$ (6,184)	\$ (2,904)	\$ 8,508
Unrealized	(4,920)	2,365	(17,952)
Total	<u>\$ (11,104)</u>	<u>\$ (539)</u>	<u>\$ (9,444)</u>

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NOTE 6: DEBT

	November 30, 2014	November 24, 2013		
	(Dollars in thousands)			
Long-term debt				
Unsecured:				
4.25% Yen-denominated Eurobonds due 2016	\$ 33,985	\$ 39,545		
7.75% Euro senior notes due 2018	—	404,430		
7.625% senior notes due 2020	525,000	525,000		
6.875% senior notes due 2022	533,493	535,041		
Total unsecured	<u>1,092,478</u>	<u>1,504,016</u>		
Total long-term debt	<u><u>\$ 1,092,478</u></u>	<u><u>\$ 1,504,016</u></u>		
Short-term debt				
Secured:				
Senior revolving credit facility	\$ 100,000	\$ —		
Unsecured:				
Short-term borrowings	31,524	41,861		
Total short-term debt	<u>\$ 131,524</u>	<u>\$ 41,861</u>		
Total long-term and short-term debt	<u><u>\$ 1,224,002</u></u>	<u><u>\$ 1,545,877</u></u>		

Senior Revolving Credit Facility

The Company is a party to a credit agreement for a senior secured revolving credit facility. The credit facility, which was amended and restated on March 21, 2014, as further described below, provides for an asset-based facility, in which the borrowing availability is primarily based on the value of the U.S. Levi's® trademarks and the levels of accounts receivable and inventory in the United States and Canada, as further described below.

Availability, interest and maturity. The maximum availability under the credit facility is \$850.0 million, of which \$800.0 million is available to the Company for revolving loans in U.S. Dollars and \$50.0 million is available to the Company for revolving loans either in U.S. Dollars or Canadian Dollars. Subject to the level of this borrowing base, the Company may make and repay borrowings from time to time until the maturity of the credit facility. The Company may make voluntary prepayments of borrowings at any time and must make mandatory prepayments if certain events occur. On March 21, 2014, the Company amended and restated its senior secured revolving credit facility to extend the term to March 21, 2019. The terms of the amended and restated credit facility are similar to the terms under the original credit facility, except that of the maximum availability of \$850.0 million, \$350.0 million is secured by the U.S. Levi's® trademarks, an increase from the \$250.0 million in original credit facility. The interest rate for borrowing under the credit facility was reduced from LIBOR plus 150 to 275 basis points to LIBOR 125 to 200 basis points, depending on borrowing base availability, and the range of the rate for undrawn availability was reduced from 37.5 to 50 basis points to 25 to 30 basis points (depending on the Company's credit ratings). Upon the maturity date, all of the obligations outstanding under the credit agreement become due.

The Company's unused availability under its amended and restated senior secured revolving credit facility was \$664.9 million at November 30, 2014, as the Company's total availability of \$724.7 million, based on the collateral levels discussed above, was reduced by \$59.8 million of letters of credit and other credit usage allocated under the facility. The \$59.8 million was comprised of \$3.0 million of other credit usage and \$56.8 million of stand-by letters of credit with various international banks which serve as guarantees to cover U.S. workers' compensation claims and the working capital requirements for certain subsidiaries, primarily India.

Guarantees and security. The Company's obligations under the credit agreement are guaranteed by its domestic subsidiaries. The obligations under the agreement are secured by, among other domestic assets, certain U.S. trademarks associated with the

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Levi's® brand and accounts receivable, goods and inventory in the United States. Additionally, the obligations of Levi Strauss & Co. (Canada) Inc. under the credit agreement are secured by Canadian accounts receivable, goods, inventory and other Canadian assets. The lien on the U.S. Levi's® trademarks and related intellectual property may be released at the Company's discretion so long as it meets certain conditions; such release would reduce the borrowing base.

Covenants. The credit agreement contains customary covenants restricting the Company's activities as well as those of the Company's subsidiaries, including limitations on the ability to sell assets; engage in mergers; enter into transactions involving related parties or derivatives; incur or prepay indebtedness or grant liens or negative pledges on the Company's assets; make loans or other investments; pay dividends or repurchase stock or other securities; guaranty third-party obligations; and make changes in the Company's corporate structure. There are exceptions to these covenants, and some are only applicable when unused availability falls below specified thresholds. In addition, the credit agreement includes, as a financial covenant, a springing fixed charge coverage ratio of 1.0:1.0, which arises when availability falls below a specified threshold.

Events of default. The credit agreement contains customary events of default, including payment failures; failure to comply with covenants; failure to satisfy other obligations under the credit agreements or related documents; defaults in respect of other indebtedness; bankruptcy, insolvency and inability to pay debts when due; material judgments; pension plan terminations or specified underfunding; substantial stock ownership changes; and specified changes in the composition of the Board. The cross-default provisions in the agreement apply if a default occurs on other indebtedness in excess of \$50.0 million and the applicable grace period in respect of the indebtedness has expired, such that the lenders or trustee for the defaulted indebtedness have the right to accelerate. If an event of default occurs under the credit agreement, the lenders may terminate their commitments, declare immediately payable all borrowings under the agreement and foreclose on the collateral.

Yen-denominated Eurobonds due 2016

In 1996, the Company issued ¥20 billion principal amount Eurobonds (equivalent to approximately \$180.0 million at the time of issuance) due in November 2016, with interest payable at 4.25% per annum. The bond is redeemable at the option of the Company at a make-whole redemption price. The Company repurchased a portion of the Yen-denominated Eurobonds due 2016 in May 2010, and again in May 2012, as described below.

The agreement governing these bonds contains customary events of default and restricts the Company's ability and the ability of its subsidiaries and future subsidiaries to incur liens; engage in sale and leaseback transactions and engage in mergers and sales of assets. The agreement contains a cross-acceleration event of default that applies if any of the Company's debt in excess of \$25.0 million is accelerated and the debt is not discharged or acceleration rescinded within 30 days after the Company's receipt of a notice of default from the fiscal agent or from the holders of at least 25% of the principal amount of the bond.

Euro Notes due 2018

The Company issued €300.0 million in aggregate principal amount of 7.75% Euro senior notes due 2018 (the "Euro Notes due 2018") to qualified institutional buyers in May 2010. The notes were unsecured obligations that ranked equally with all of the Company's other existing and future unsecured and unsubordinated debt. The Company redeemed €150.0 million of the Euro Notes due in 2018 prior to May 15, 2014, at a price equal to 100% of the principal amount plus accrued and unpaid interest and a "make-whole" premium. The Company redeemed the remaining €150.0 million of notes, in November 2014, at redemption prices specified in the indenture governing the notes, after giving the required notice under the indenture.

Senior Notes due 2020

Principal, interest and maturity. On May 6, 2010, the Company issued \$525.0 million in aggregate principal amount of 7.625% senior notes due 2020 (the "Senior Notes due 2020") to qualified institutional buyers. The notes are unsecured obligations that rank equally with all of the Company's other existing and future unsecured and unsubordinated debt. The Senior Notes due 2020 mature on May 15, 2020. Interest on the notes is payable semi-annually in arrears on May 15 and November 15, commencing on November 15, 2010. The Company may redeem some or all of the Senior Notes due 2020 prior to May 15, 2015, at a price equal to 100% of the principal amount plus accrued and unpaid interest and a "make-whole" premium. On or after May 15, 2015, the Company may redeem all or any portion of the notes, at once or over time, at redemption prices specified in the indenture governing the notes, after giving the required notice under the indenture. Costs representing underwriting fees and other expenses of \$10.1 million are amortized over the term of the notes to interest expense.

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Covenants. The indenture governing both notes contains covenants that limit, among other things, the Company's and certain of the Company's subsidiaries' ability to incur additional debt; make certain restricted payments; consummate specified asset sales; enter into transactions with affiliates; incur liens; impose restrictions on the ability of its subsidiaries to pay dividends or make payments to the Company and its restricted subsidiaries; enter into sale and leaseback transactions; merge or consolidate with another person; and dispose of all or substantially all of the Company's assets. The indenture provides for customary events of default (subject in certain cases to customary grace and cure periods), which include nonpayment, breach of covenants in the indenture, payment defaults or acceleration of other indebtedness, a failure to pay certain judgments and certain events of bankruptcy and insolvency. Generally, if an event of default occurs, the trustee under the indenture or holders of at least 25% in principal amount of the then outstanding notes may declare all notes to be due and payable immediately. Upon the occurrence of a change in control (as defined in the indenture), each holder of notes may require the Company to repurchase all or a portion of the notes in cash at a price equal to 101% of the principal amount of notes to be repurchased, plus accrued and unpaid interest, if any, thereon to the date of purchase.

Use of Proceeds. The proceeds from the issuance of the Euro Notes due 2018, which have been redeemed in their entirety, and the Senior Notes due 2020 were used to repurchase and repay all of the Company's then-existing Euro Notes due 2013 and Senior Notes due 2015. The proceeds were also used to repurchase ¥10,883,500,000 in principal amount tendered of the Yen-denominated Eurobonds due 2016 for total consideration of \$100.0 million including accrued interest.

Senior Notes due 2022

Principal, interest and maturity. On May 8, 2012, the Company issued \$385.0 million in aggregate principal amount of 6.875% senior notes due 2022 (the "Original Senior Notes due 2022") to qualified institutional buyers and to purchasers outside the United States in compliance with the Securities Act of 1933, as amended (the "Securities Act").

On March 14, 2013, the Company issued an additional \$140.0 million in 6.875% senior notes due 2022 (the "Additional Senior Notes due 2022") to qualified institutional buyers in compliance with the Securities Act (the Additional Senior Notes due 2022 along with the Original Senior Notes due 2022, hereinafter referred to as the "Senior Notes due 2022"). The Additional Senior Notes due 2022 were offered at a premium of \$11.2 million, which will be amortized as a reduction to interest expense over the term of the notes. Costs of approximately \$2.6 million associated with the issuance of the Additional Senior Notes due 2022, representing underwriting fees and other expenses, are also amortized to interest expense over the term of the notes.

The notes are unsecured obligations that rank equally with all of the Company's other existing and future unsecured and unsubordinated debt. The Senior Notes due 2022 mature on May 1, 2022. Interest on the notes is payable semi-annually in arrears on May 1 and November 1, commencing on November 1, 2012. The Company may redeem some or all of the Senior Notes due 2022 prior to May 1, 2017, at a price equal to 100% of the principal amount plus accrued and unpaid interest and a "make-whole" premium. On or after May 1, 2017, the Company may redeem all or any portion of the notes, at once or over time, at redemption prices specified in the indenture governing the notes, after giving the required notice under the indenture. In addition, at any time prior to May 1, 2015, the Company may redeem up to a maximum of 35% of the original aggregate principal amount of the Senior Notes due 2022 with the proceeds of certain equity offerings at a redemption price of 106.875% of the principal amount of the Senior Notes due 2022, plus accrued and unpaid interest, if any, to the date of redemption. Costs of approximately \$7.4 million associated with the issuance of the notes, representing underwriting fees and other expenses, are amortized to interest expense over the term of the notes.

Covenants and other terms. The Additional Senior Notes due 2022 and the Original Senior Notes due 2022 are treated as a single class for all purposes under the indenture governing the Company's Senior Notes due 2022. The covenants, events of default, asset sale, change in control and other terms of the Senior Notes due 2022 are comparable to those contained in the indentures governing the Company's Senior Notes due 2020, and will remain in effect until such time as the Company obtains the requirement investment grade rating.

Use of Proceeds. The proceeds from the issuance of the Original Senior Notes due 2022 were used to repurchase and repay all of the Company's then-existing Senior Notes due 2016. The proceeds were also used to repurchase ¥5,116,500,000 in aggregate principal amount tendered of the Yen-denominated Eurobonds due 2016 for total consideration of \$56.4 million including interest. The Company used the net proceeds from the offering of the Additional Senior Notes due 2022, together with cash on hand, to prepay in full its then-existing Senior Term Loan due 2014.

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Short-term Borrowings

Short-term borrowings consist of term loans and revolving credit facilities at various foreign subsidiaries which the Company expects to either pay over the next twelve months or refinance at the end of their applicable terms. Certain of these borrowings are guaranteed by stand-by letters of credit allocated under the Company's amended and restated senior secured revolving credit facility.

Loss on Early Extinguishment of Debt

During the year ended November 30, 2014, the Company amended and restated its senior secured revolving credit facility and redeemed its Euro Notes due in 2018. The Company recorded a loss of \$20.3 million on early extinguishment of debt as a result of our debt refinancing activities during the period. The loss was comprised of redemption premiums of \$15.2 million and the write-off of \$5.1 million of unamortized debt issuance costs.

During the year ended November 24, 2013, the Company repaid in full the remaining balance of its then-existing Senior Term Loan due in 2014 and recorded a loss on the early extinguishment of debt, which was comprised of the write-off of the remaining unamortized discount and unamortized debt issuance costs.

Principal Payments on Short-term and Long-term Debt

The table below sets forth, as of November 30, 2014, the Company's required aggregate short-term and long-term debt principal payments (inclusive of premium and discount) for the next five fiscal years and thereafter.

	(Dollars in thousands)
2015	\$ 131,524
2016	33,985
2017	—
2018	—
2019	—
Thereafter	1,058,493
Total future debt principal payments	<u>\$ 1,224,002</u>

Interest Rates on Borrowings

The Company's weighted-average interest rate on average borrowings outstanding during 2014, 2013 and 2012 was 7.63%, 7.52% and 7.05%, respectively. The weighted-average interest rate on average borrowings outstanding includes the amortization of capitalized bank fees and underwriting fees, and excludes interest on obligations to participants under deferred compensation plans.

Dividends and Restrictions

The terms of certain of the indentures relating to the Company's unsecured notes and its amended and restated senior secured revolving credit facility agreement contain covenants that restrict the Company's ability to pay dividends to its stockholders. For information about the Company's dividend payments, see Note 15. As of November 30, 2014, and at the time the dividends were paid, the Company met the requirements of its debt instruments. Subsidiaries of the Company that are not wholly-owned subsidiaries are permitted under the indentures to pay dividends to all stockholders either on a pro rata basis or on a basis that results in the receipt by the Company of dividends or distributions of greater value than it would receive on a pro rata basis. The Company has not entered into any arrangements that would restrict the transfer of the assets of the Company's subsidiaries to the Company in the form of loans, advances or cash dividends.

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NOTE 7: GUARANTEES

Indemnification agreements. In the ordinary course of business, the Company enters into agreements containing indemnification provisions under which the Company agrees to indemnify the other party for specified claims and losses. For example, the Company's trademark license agreements, real estate leases, consulting agreements, logistics outsourcing agreements, securities purchase agreements and credit agreements typically contain such provisions. This type of indemnification provision obligates the Company to pay certain amounts associated with claims brought against the other party as the result of trademark infringement, negligence or willful misconduct of Company employees, breach of contract by the Company including inaccuracy of representations and warranties, specified lawsuits in which the Company and the other party are co-defendants, product claims and other matters. These amounts generally are not readily quantifiable; the maximum possible liability or amount of potential payments that could arise out of an indemnification claim depends entirely on the specific facts and circumstances associated with the claim. The Company has insurance coverage that minimizes the potential exposure to certain of such claims. The Company also believes that the likelihood of material payment obligations under these agreements to third parties is low.

Covenants. The Company's long-term debt agreements contain customary covenants restricting its activities as well as those of its subsidiaries, including limitations on its, and its subsidiaries', ability to sell assets; engage in mergers; enter into capital leases or certain leases not in the ordinary course of business; enter into transactions involving related parties or derivatives; incur or prepay indebtedness or grant liens or negative pledges on its assets; make loans or other investments; pay dividends or repurchase stock or other securities; guaranty third-party obligations; make capital expenditures; and make changes in its corporate structure. For additional information see Note 6. As of November 30, 2014, the Company was in compliance with all of these covenants.

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NOTE 8: EMPLOYEE BENEFIT PLANS

Pension plans. The Company has several non-contributory defined benefit retirement plans covering eligible employees. Plan assets are invested in a diversified portfolio of securities including stocks, bonds, real estate investment funds, cash equivalents, and alternative investments. Benefits payable under the plans are based on years of service, final average compensation, or both. The Company retains the right to amend, curtail or discontinue any aspect of the plans, subject to local regulations.

Postretirement plans. The Company maintains plans that provide postretirement benefits to eligible employees, principally health care, to substantially all U.S. retirees and their qualified dependents. These plans were established with the intention that they would continue indefinitely. However, the Company retains the right to amend, curtail or discontinue any aspect of the plans at any time. The plans are contributory and contain certain cost-sharing features, such as deductibles and coinsurance. The Company's policy is to fund postretirement benefits as claims and premiums are paid.

The following tables summarize activity of the Company's defined benefit pension plans and postretirement benefit plans:

	Pension Benefits		Postretirement Benefits	
	2014	2013	2014	2013
	(Dollars in thousands)			
Change in benefit obligation:				
Benefit obligation at beginning of year	\$ 1,233,799	\$ 1,388,650	\$ 135,595	\$ 155,864
Service cost	8,397	8,707	255	376
Interest cost	54,958	51,984	5,199	4,957
Plan participants' contribution	700	771	4,658	5,242
Actuarial loss (gain) ⁽¹⁾	166,664	(114,441)	6,455	(10,626)
Net curtailment loss (gain)	2,093	(341)	733	—
Impact of foreign currency changes	(12,532)	1,219	—	—
Plan settlements ⁽²⁾	(102,021)	(7,909)	—	—
Special termination benefits	35	74	—	—
Net benefits paid ⁽³⁾	(62,756)	(94,915)	(18,811)	(20,218)
Benefit obligation at end of year	<u>\$ 1,289,337</u>	<u>\$ 1,233,799</u>	<u>\$ 134,084</u>	<u>\$ 135,595</u>

Change in plan assets:

Fair value of plan assets at beginning of year	903,033	894,362	—	—
Actual return on plan assets ⁽⁴⁾	128,281	75,683	—	—
Employer contribution	20,046	35,064	14,153	14,976
Plan participants' contributions	700	771	4,658	5,242
Plan settlements ⁽²⁾	(102,021)	(7,909)	—	—
Impact of foreign currency changes	(8,460)	(23)	—	—
Net benefits paid ⁽³⁾	(62,756)	(94,915)	(18,811)	(20,218)
Fair value of plan assets at end of year	<u>878,823</u>	<u>903,033</u>	<u>—</u>	<u>—</u>
Unfunded status at end of year	<u>\$ (410,514)</u>	<u>\$ (330,766)</u>	<u>\$ (134,084)</u>	<u>\$ (135,595)</u>

(1) Actuarial losses in 2014 in the Company's pension benefit plans resulted from changes in mortality rate assumptions, primarily for the Company's U.S. plans. Actuarial gains in 2013 in the Company's pension benefit plans resulted from changes in discount rate assumptions, primarily for the Company's U.S. plans. Changes in financial markets during 2014 and 2013, including a decrease and increase, respectively, in corporate bond yield indices, resulted in an increase and decrease in benefit obligations, respectively.

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- (2) The increase in pension plan settlements in 2014 was primarily due to a voluntary lump-sum, cash-out program offered to vested, terminated U.S. pension plan participants in the last half of 2014. The extent of the funding from the cash-out program exceeded the settlement accounting threshold, and as such in 2014, these activities have been categorized as settlements. Pension plan assets were utilized to settle pension obligations for deferred participants that elected to participate in the program.
- (3) The decrease in pension benefits paid in 2014 was primarily due to the 2013 voluntary cash-out program offered to vested, terminated U.S. pension plan participants in the first half of 2013. The extent of the funding from the cash-out program was below the settlement accounting threshold, and as such in 2013, these activities were categorized as net benefit payments. Pension plan assets were utilized to settle pension obligations for deferred participants that elected to participate in the program.
- (4) The increase in return on plan assets in 2014 was primarily due to the better-than-expected asset performance caused by the decrease in interest rates which resulted in higher returns on fixed income securities.

Amounts recognized in the consolidated balance sheets as of November 30, 2014, and November 24, 2013, consist of the following:

	Pension Benefits		Postretirement Benefits	
	2014	2013	2014	2013
	(Dollars in thousands)			
Prepaid benefit cost	\$ 1,587	\$ 1,331	\$ —	\$ —
Accrued benefit liability – current portion	(8,926)	(8,622)	(11,871)	(13,347)
Accrued benefit liability – long-term portion	(403,175)	(323,475)	(122,213)	(122,248)
	<u>\$ (410,514)</u>	<u>\$ (330,766)</u>	<u>\$ (134,084)</u>	<u>\$ (135,595)</u>
Accumulated other comprehensive loss:				
Net actuarial loss	\$ (394,090)	\$ (343,148)	\$ (36,505)	\$ (34,248)
Net prior service benefit	548	666	—	—
	<u>\$ (393,542)</u>	<u>\$ (342,482)</u>	<u>\$ (36,505)</u>	<u>\$ (34,248)</u>

The accumulated benefit obligation for all defined benefit plans was \$1.3 billion and \$1.2 billion at November 30, 2014, and November 24, 2013, respectively. Information for the Company's defined benefit plans with an accumulated or projected benefit obligation in excess of plan assets is as follows:

	Pension Benefits	
	2014	2013
	(Dollars in thousands)	
Accumulated benefit obligations in excess of plan assets:		
Aggregate accumulated benefit obligation	\$ 1,123,972	\$ 1,147,938
Aggregate fair value of plan assets	728,844	827,764
Projected benefit obligations in excess of plan assets:		
Aggregate projected benefit obligation	\$ 1,202,714	\$ 1,195,923
Aggregate fair value of plan assets	790,614	863,826

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The components of the Company's net periodic benefit cost (income) were as follows:

	Pension Benefits			Postretirement Benefits		
	2014	2013	2012	2014	2013	2012
(Dollars in thousands)						
Net periodic benefit cost (income):						
Service cost	\$ 8,397	\$ 8,707	\$ 8,952	\$ 255	\$ 376	\$ 397
Interest cost	54,958	51,984	57,635	5,199	4,957	6,634
Expected return on plan assets	(55,521)	(56,183)	(52,029)	—	—	—
Amortization of prior service benefit ⁽¹⁾	(53)	(80)	(78)	(5)	(488)	(16,356)
Amortization of actuarial loss	10,932	16,311	12,612	4,201	6,765	5,157
Curtailment loss (gain)	2,614	(564)	(2,391)	733	—	—
Special termination benefit	35	98	159	—	—	—
Net settlement loss	30,558	517	383	—	—	—
Net periodic benefit cost (income)	<u>51,920</u>	<u>20,790</u>	<u>25,243</u>	<u>10,383</u>	<u>11,610</u>	<u>(4,168)</u>
Changes in accumulated other comprehensive loss:						
Actuarial loss (gain)	92,544	(134,378)	6,453	(10,626)		
Amortization of prior service benefit ⁽¹⁾	53	80	5	488		
Amortization of actuarial loss	(10,932)	(16,311)	(4,201)	(6,765)		
Curtailment gain	113	498	—	—		
Net settlement loss	<u>(30,712)</u>	<u>(178)</u>	<u>—</u>	<u>—</u>		
Total recognized in accumulated other comprehensive loss	<u>51,066</u>	<u>(150,289)</u>	<u>2,257</u>	<u>(16,903)</u>		
Total recognized in net periodic benefit cost (income) and accumulated other comprehensive loss	<u>\$ 102,986</u>	<u>\$ (129,499)</u>	<u>\$ 12,640</u>	<u>\$ (5,293)</u>		

⁽¹⁾ Postretirement benefits amortization of prior service benefit recognized during 2012 relates primarily to the favorable impact of the February 2004 and August 2003 plan amendments, which concluded amortization in 2012.

The amounts that will be amortized from “Accumulated other comprehensive loss” into net periodic benefit cost in 2015 for the Company's defined benefit pension and postretirement benefit plans are expected to be \$12.7 million and \$4.5 million, respectively.

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Assumptions used in accounting for the Company's benefit plans were as follows:

	Pension Benefits		Postretirement Benefits	
	2014	2013	2014	2013
Weighted-average assumptions used to determine net periodic benefit cost:				
Discount rate	4.6%	3.8%	4.2%	3.3%
Expected long-term rate of return on plan assets	6.3%	6.4%		
Rate of compensation increase	3.7%	3.5%		
Weighted-average assumptions used to determine benefit obligations:				
Discount rate	3.8%	4.6%	3.6%	4.2%
Rate of compensation increase	3.4%	3.7%		
Assumed health care cost trend rates were as follows:				
Health care trend rate assumed for next year			7.0%	7.2%
Rate trend to which the cost trend is assumed to decline			4.5%	4.5%
Year that rate reaches the ultimate trend rate			2028	2028

For the Company's U.S. benefit plans, the discount rate used to determine the present value of the future pension and postretirement plan obligations was based on a yield curve constructed from a portfolio of high quality corporate bonds with various maturities. Each year's expected future benefit payments are discounted to their present value at the appropriate yield curve rate, thereby generating the overall discount rate. The Company utilized a variety of country-specific third-party bond indices to determine the appropriate discount rates to use for the benefit plans of its foreign subsidiaries.

The Company bases the overall expected long-term rate of return on assets on anticipated long-term returns of individual asset classes and each pension plans' target asset allocation strategy based on current economic conditions. For the U.S. pension plan, the expected long-term returns for each asset class are determined through a mean-variance model to estimate 20-year returns for the plan.

Health care cost trend rate assumptions are a significant input in the calculation of the amounts reported for the Company's postretirement benefits plans. A one percentage-point change in assumed health care cost trend rates would have no significant effect on the total service and interest cost components or on the postretirement benefit obligation.

Consolidated pension plan assets relate primarily to the U.S. pension plan. The Company utilizes the services of independent third-party investment managers to oversee the management of U.S. pension plan assets. The Company's investment strategy is to invest plan assets in a diversified portfolio of domestic and international equity securities, fixed income securities and real estate and other alternative investments with the objective of generating long-term growth in plan assets at a reasonable level of risk. Prohibited investments for the U.S. pension plan include certain privately placed or other non-marketable debt instruments, letter stock, commodities or commodity contracts and derivatives of mortgage-backed securities, such as interest-only, principal-only or inverse floaters. The current target allocation percentages for the Company's U.S. pension plan assets are 34-38% for equity securities, 54-58% for fixed income securities and 6-10% for other alternative investments, including real estate.

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The fair value of the Company's pension plan assets by asset class are as follows:

Asset Class	Year Ended November 30, 2014				
	Total	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	
	(Dollars in thousands)				
Cash and cash equivalents	\$ 2,348	\$ 2,348	\$ —	\$ —	—
Equity securities ⁽¹⁾					
U.S. large cap	172,702	—	172,702	—	—
U.S. small cap	30,775	—	30,775	—	—
International	135,434	—	135,434	—	—
Fixed income securities ⁽²⁾	464,685	—	464,685	—	—
Other alternative investments					
Real estate ⁽³⁾	58,215	—	58,215	—	—
Private equity ⁽⁴⁾	2,471	—	—	2,471	—
Hedge fund ⁽⁵⁾	7,273	—	7,273	—	—
Other ⁽⁶⁾	4,921	—	4,921	—	—
Total investments at fair value	<u>\$ 878,824</u>	<u>\$ 2,348</u>	<u>\$ 874,005</u>	<u>\$ 2,471</u>	
Year Ended November 24, 2013					
Asset Class	Total	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	
	(Dollars in thousands)				
	Cash and cash equivalents	\$ 1,132	\$ 1,132	\$ —	—
Equity securities ⁽¹⁾					
U.S. large cap	175,181	—	175,181	—	—
U.S. small cap	31,163	—	31,163	—	—
International	133,339	—	133,339	—	—
Fixed income securities ⁽²⁾	490,701	—	490,701	—	—
Other alternative investments					
Real estate ⁽³⁾	55,082	—	55,082	—	—
Private equity ⁽⁴⁾	3,041	—	—	3,041	—
Hedge fund ⁽⁵⁾	7,090	—	7,090	—	—
Other ⁽⁶⁾	6,304	—	6,304	—	—
Total investments at fair value	<u>\$ 903,033</u>	<u>\$ 1,132</u>	<u>\$ 898,860</u>	<u>\$ 3,041</u>	

(1) Primarily comprised of equity index funds that track various market indices.

(2) Predominantly includes bond index funds that invest in long-term U.S. government and investment grade corporate bonds.

(3) Primarily comprised of investments in U.S. Real Estate Investment Trusts.

(4) Represents holdings in a diversified portfolio of private equity funds and direct investments in companies located primarily in North America. Fair values are determined by investment fund managers using primarily unobservable market data.

(5) Primarily invested in a diversified portfolio of equities, bonds, alternatives and cash with a low tolerance for capital loss.

(6) Primarily relates to accounts held and managed by a third-party insurance company for employee-participants in Belgium. Fair values are based on accumulated plan contributions plus a contractually-guaranteed return plus a share of any incremental investment fund profits.

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The fair value of plan assets are composed of U.S. plan assets of \$728.8 million and non-U.S. plan assets of \$150.0 million. The fair values of the substantial majority of the equity, fixed income and real estate investments are based on the net asset value of comingled trust funds that passively track various market indices.

The Company's estimated future benefit payments to participants, which reflect expected future service, as appropriate are anticipated to be paid as follows:

Fiscal year	Pension Benefits	Postretirement Benefits		Total
		(Dollars in thousands)		
2015	\$ 65,054	\$ 14,256	\$ 79,310	
2016	62,460	13,830	76,290	
2017	63,601	13,332	76,933	
2018	64,795	12,807	77,602	
2019	64,898	12,378	77,276	
2020-2023	346,869	56,777	403,646	

At November 30, 2014, the Company's contributions to its pension plans in 2015 were estimated to be approximately \$33.5 million.

NOTE 9: EMPLOYEE INVESTMENT PLANS

The Company's Employee Savings and Investment Plan ("ESIP") is a qualified plan that covers eligible home office employees. The Company matches 125% of ESIP participant's contributions to all funds maintained under the qualified plan up to the first 6.0% of eligible compensation. Total amounts charged to expense for the Company's employee investment plans for the years ended November 30, 2014, November 24, 2013, and November 25, 2012, were \$12.1 million, \$12.2 million and \$11.0 million, respectively.

NOTE 10: EMPLOYEE INCENTIVE COMPENSATION PLANS

Annual Incentive Plan

The Annual Incentive Plan ("AIP") provides a cash bonus that is earned based upon the Company's business unit and consolidated financial results as measured against pre-established internal targets and upon the performance and job level of the individual. Total amounts charged to expense for this plan for the years ended November 30, 2014, November 24, 2013, and November 25, 2012, were \$68.3 million, \$76.6 million and \$54.6 million, respectively. As of November 30, 2014, and November 24, 2013, the Company had accrued \$70.5 million and \$79.6 million, respectively, for the AIP.

Long-Term Incentive Plans

2006 Equity Incentive Plan ("EIP"). In July 2006, the Board adopted, and the stockholders approved, the EIP. The EIP was subsequently amended by the Board of Directors in 2011 and 2014, and approved by the stockholders in April 2014. For more information on this plan, see Note 11.

2005 Long-Term Incentive Plan ("LTIP"). The Company established a long-term cash incentive plan effective at the beginning of 2005. Executive officers are not participants in this plan. Performance will be measured at the end of a three-year period based on the Company's performance over the period measured against the following pre-established targets: (i) the target compound annual growth rate in the Company's net revenues over the three-year period; and (ii) the target compound annual growth rate of the Company's net earnings adjusted for certain items such as interest and taxes for the three-year period. Beginning in 2013, the net earnings target measurement component will be determined at the end of a three-year period based on the Company's average margin of net earnings over the period adjusted for certain items such as interest and taxes. Individual target amounts are set for each participant based on job level. Awards will be paid out in the quarter following the end of the three-year period based on Company performance against objectives.

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The Company recorded expense for the LTIP of \$2.3 million and \$2.8 million for the years ended November 30, 2014 and November 24, 2013, respectively, and a net reversal of expense for the LTIP of \$3.6 million for the year ended November 25, 2012. As of November 30, 2014, and November 24, 2013, the Company had accrued a total of \$4.5 million and \$2.9 million, respectively, for the LTIP.

NOTE 11: STOCK-BASED INCENTIVE COMPENSATION PLANS

The Company recognized stock-based compensation expense of \$24.8 million, \$18.6 million and \$5.1 million, and related income tax benefits of \$9.6 million, \$5.6 million and \$2.0 million, respectively, for the years ended November 30, 2014, November 24, 2013 and November 25, 2012, respectively. As of November 30, 2014, there was \$34.3 million of total unrecognized compensation cost related to unvested equity and liability awards, which cost is expected to be recognized over a weighted-average period of 1.92 years. No stock-based compensation cost has been capitalized in the accompanying consolidated financial statements.

2006 Equity Incentive Plan

Under the Company's EIP, a variety of stock awards, including stock options, restricted stock, restricted stock units ("RSUs"), and stock appreciation rights ("SARs") may be granted. The EIP also provides for the grant of performance awards in the form of cash or equity. The aggregate number of shares of common stock authorized for issuance under the EIP is 6,000,000 shares. At November 30, 2014, 2,321,241 shares remained available for issuance.

Under the EIP, stock awards have a maximum contractual term of ten years and generally must have an exercise price at least equal to the fair market value of the Company's common stock on the date the award is granted. The Company's common stock is not listed on any stock exchange. Accordingly, as provided by the EIP, the stock's fair market value is determined by the Board based upon a stock valuation performed by Evercore. Awards vest according to terms determined at the time of grant. Unvested stock awards are subject to forfeiture upon termination of employment prior to vesting, but are subject in some cases to early vesting upon specified events, including certain corporate transactions as defined in the EIP or as otherwise determined by the Board in its discretion. Some stock awards are payable in either shares of the Company's common stock or cash at the discretion of the Board as determined at the time of grant.

Upon the exercise of a SAR, the participant will receive shares of common stock. The number of shares of common stock issued per SAR unit exercised is equal to (i) the excess of the per-share fair market value of the Company's common stock on the date of exercise over the exercise price of the SAR, divided by (ii) the per-share fair market value of the Company's common stock on the date of exercise.

Only non-employee members of the Board have received RSUs. Each recipient's initial grant of RSUs is converted to a share of common stock six months after discontinuation of service with the Company for each fully vested RSU held at that date. Subsequent grants of RSUs provide recipients with the opportunity to make deferral elections regarding when the shares of the Company's common stock are to be delivered in settlement of vested RSUs. If the recipient does not elect to defer the receipt of common stock, then the RSUs are immediately converted to common stock upon vesting. The RSUs additionally have "dividend equivalent rights," of which dividends paid by the Company on its common stock are credited by the equivalent addition of RSUs.

Shares of common stock will be issued from the Company's authorized but unissued shares and are subject to the Stockholders Agreement that governs all shares.

Put rights. Prior to an initial public offering ("IPO") of the Company's common stock, a participant (or estate or other beneficiary of a deceased participant) may require the Company to repurchase shares of the common stock held by the participant at then-current fair market value (a "put right"). Put rights may be exercised only with respect to shares of the Company's common stock that have been held by a participant for at least six months following their issuance date, thus exposing the holder to the risk and rewards of ownership for a reasonable period of time. Accordingly, the SARs and RSUs are classified as equity awards, and are reported in "Stockholders' equity" in the accompanying consolidated balance sheets.

Call rights. Prior to an IPO, the Company also has the right to repurchase shares of its common stock held by a participant (or estate or other beneficiary of a deceased participant, or other permitted transferee) at then-current fair market value (a "call right"). Call rights apply to an award as well as any shares of common stock acquired pursuant to the award. If the award or common stock is transferred to another person, that person is subject to the call right. As with the put rights, call rights may be

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exercised only with respect to shares of common stock that have been held by a participant for at least six months following their issuance date.

Temporary equity. Equity-classified stock-based awards that may be settled in cash at the option of the holder are presented on the balance sheet outside permanent equity. Accordingly, “Temporary equity” on the face of the accompanying consolidated balance sheets includes the portion of the intrinsic value of these awards generally relating to the elapsed service period since the grant date as well as the fair value of common stock issued pursuant to the EIP. The increase in temporary equity from the year ended November 24, 2013, to November 30, 2014, was primarily due to an increase in the fair value of the Company's common stock.

Equity Awards

SARs. The Company grants SARs, which include service or performance conditions, to a small group of the Company's senior executives. Beginning in 2013, the Company issued cliff vesting performance awards (“performance-based SARs”) to align with the achievement of three-year financial performance goals. SARs activity during the years ended November 30, 2014, and November 24, 2013, was as follows:

	Service SARs			Performance-based SARs		
	Units	Weighted-Average Exercise Price	Weighted-Average Remaining Contractual Life (Years)	Units	Weighted-Average Exercise Price	Weighted-Average Remaining Contractual Life (Years)
Outstanding at November 25, 2012	2,537	\$ 37.82	4.5	—	—	—
Granted	672	40.21		672	\$ 40.21	
Exercised	(380)	35.91		—	—	—
Forfeited	(79)	35.07		(28)	37.75	
Expired	(737)	47.59		—	—	—
Outstanding at November 24, 2013	2,013	\$ 35.51	5.5	644	\$ 40.32	6.3
Granted	508	64.71		507	\$ 64.71	
Exercised	(96)	36.10		—	—	—
Forfeited	(59)	44.30		(46)	48.49	
Expired	(16)	68.00		—	—	—
Outstanding at November 30, 2014	2,350	\$ 41.36	4.9	1,105	\$ 51.18	5.8
Vested and expected to vest at November 30, 2014	2,272	\$ 40.93	4.8	930	\$ 50.54	5.7
Exercisable at November 30, 2014	1,210	\$ 34.38	4.3	—	—	—

SARs with service conditions (“service SARs”) vest from two-and-a-half to four years, and have maximum contractual lives ranging from six-and-a-half to ten years. The performance-based SARs vest at varying unit amounts based on the attainment of certain three-year cumulative performance goals and have maximum contractual lives of seven years. In addition, approximately one-fifth of the performance-based SARs granted and outstanding also require the attainment of a specified common stock value as of the end of the three-year performance period in order to vest. The total intrinsic value of service SARs exercised during the year ended November 30, 2014, and November 24, 2013, was \$2.9 million and \$7.7 million, respectively. The total fair value of service SARs vested as of November 30, 2014, and November 24, 2013, was \$57.6 million and \$20.8 million, respectively. Unrecognized future compensation costs as of November 30, 2014, of \$12.1 million for service SARs and \$7.3 million for performance-based SARs are expected to be recognized over weighted-average periods of 2.41 years and 1.79 years, respectively. The Company believes it is probable that the performance-based SARs will vest.

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The weighted-average grant date fair value of SARs was estimated using the Black-Scholes option valuation model. The weighted-average grant date fair values and corresponding weighted-average assumptions used in the model were as follows:

	Service SARs Granted			Performance-based SARs Granted	
	2014	2013	2012	2014	2013
Weighted-average grant date fair value	\$ 14.62	\$ 12.21	\$ 10.96	\$ 15.75	\$ 12.54
Weighted-average assumptions:					
Expected life (in years)	4.7	4.6	4.5	5.0	5.0
Expected volatility ⁽¹⁾	31.8%	43.2%	47.1%	33.1%	42.6%
Risk-free interest rate	1.5%	0.8%	0.6%	1.6%	0.9%
Expected dividend	1.2%	1.7%	1.7%	1.2%	1.7%

- (1) On an annual basis, the Company reviews and modifies the representative peer group based on changes to the Company's business and changes to the businesses of the companies within the peer group. The decrease in expected volatility, as compared to 2013, is primarily driven by the addition or removal of certain companies in the representative peer group to ensure that the peer group is representative of the Company's current operations.

RSUs. The Company grants RSUs to certain members of its Board. RSU activity during the years ended November 30, 2014, and November 24, 2013, was as follows:

	Units	Weighted-Average Fair Value	
		(Units in thousands)	
Outstanding at November 25, 2012	72	\$ 38.11	
Granted	26	56.79	
Converted	(23)	37.37	
Outstanding at November 24, 2013	75	\$ 44.66	
Granted	20	67.29	
Converted	(23)	44.85	
Outstanding, vested and expected to vest at November 30, 2014	72	\$ 50.75	

The weighted-average grant date fair value of RSUs was estimated using the Evercore stock valuation. The total fair value of RSUs outstanding, vested and expected to vest as of November 30, 2014, and November 24, 2013, was \$5.9 million and \$4.7 million, respectively.

RSUs vest in a series of three equal installments at thirteen months, twenty-four months and thirty-six months following the date of grant. However, if the recipient's continuous service terminates for a reason other than cause after the first vesting installment, but prior to full vesting, then the remaining unvested portion of the award becomes fully vested as of the date of such termination.

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Liability Awards

Cash settled liability awards provide long-term incentive compensation for select levels of the Company's management. The common stock values used in the determination of the cash settled awards and payouts are approved by the Board based on the Evercore stock valuation. Unvested awards are subject to forfeiture upon termination of employment, but are subject in some cases to early vesting upon specified events, as defined in the agreement. From 2008 through 2012, the Company's Total Shareholder Return Plan ("TSRP") provided grants of units that vest over a three-year performance period. Upon vesting of a TSRP unit, the participant will receive a cash payout in an amount equal to the excess of the per-share value of the Company's common stock at the end of the three-year performance period over the per-share value at the date of grant. In 2013, the Company replaced the TSRP with the Phantom Restricted Stock Unit Plan ("PRSU"). The PRSU provides for grants of units, with actual number of units vesting subject to a minimum and maximum, based on the fair value of the common stock at the end of a three-year performance period. Upon vesting of a PRSU unit, the participant will receive a cash payout in an amount equal to the vested units multiplied by the fair value of the Company's common stock at the end of the three-year performance period. Unrecognized future compensation cost as of November 30, 2014, for PRSUs is \$14.9 million and is expected to be recognized over a weighted-average period of 1.60 years. The Company believes it is probable that the liability awards will vest.

Liability award activity during the years ended November 30, 2014, and November 24, 2013, was as follows:

	TSRPs			PRSU		
	Units	Weighted-Average Exercise Price	Weighted-Average Fair Value At Period End	Units	Weighted-Average Exercise Price	Weighted-Average Fair Value At Period End
(Units in thousands)						
Outstanding at November 25, 2012	832	\$ 36.83	\$ 4.22	—	—	—
Granted	—	—	—	398	\$ 38.19	—
Exercised	(252)	36.36	—	—	—	—
Performance Adjustment of PRSU	—	—	—	66	37.75	—
Forfeited	(164)	37.23	—	(60)	37.75	—
Outstanding at November 24, 2013	416	\$ 36.96	\$ 25.42	404	\$ 38.19	\$ 62.75
Granted	—	—	—	222	\$ 64.57	—
Exercised	(174)	42.65	—	—	—	—
Performance Adjustment of PRSU	—	—	—	58	46.16	—
Forfeited	(104)	33.85	—	(207)	43.76	—
Outstanding at November 30, 2014	138	\$ 32.14	\$ 49.78	477	\$ 49.00	\$ 82.00
Vested and expected to vest at November 30, 2014	138	\$ 32.14	\$ 49.78	339	\$ 47.56	\$ 82.00
Exercisable at November 30, 2014	138	\$ 32.14	\$ 49.78	—	—	—

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The total intrinsic value of TSRPs exercised during the year ended November 30, 2014, and November 25, 2012, was \$3.5 million and \$3.1 million, respectively. The total fair value of TSRPs vested as of November 30, 2014, and November 24, 2013, was \$6.9 million and \$3.8 million, respectively. The weighted-average fair value of TSRPs at November 30, 2014, and November 24, 2013, was estimated using the Black-Scholes option valuation model. The weighted-average fair value of PRSUs at the grant date was estimated using the Evercore stock valuation while the PRSUs fair value at November 30, 2014, was estimated using an internally derived calculation consistent with Evercore's calculation methodology. The weighted-average assumptions used in the TSRPs Black-Scholes model were as follows:

	TSRPs Outstanding at	
	November 30, 2014	November 24, 2013
Weighted-average assumptions:		
Expected life (in years)	0.1	0.6
Expected volatility	27.3%	30.8%
Risk-free interest rate	—	0.1%
Expected dividend	1.2%	1.1%

NOTE 12: LONG-TERM EMPLOYEE RELATED BENEFITS

Long-term employee-related benefit liabilities primarily consist of the Company's liabilities for its deferred compensation plans.

Deferred compensation plan for executives and outside directors, established January 1, 2003. The Company has a non-qualified deferred compensation plan for executives and outside directors that was established on January 1, 2003 and amended thereafter. The deferred compensation plan obligations are payable in cash upon retirement, termination of employment and/or certain other times in a lump-sum distribution or in installments, as elected by the participant in accordance with the plan. As of November 30, 2014, and November 24, 2013, these plan liabilities totaled \$24.0 million and \$22.2 million, respectively, of which \$1.1 million and \$1.4 million was included in "Accrued salaries, wages and employee benefits" as of November 30, 2014, and November 24, 2013, respectively. The Company held funds of approximately \$25.9 million and \$23.8 million in an irrevocable grantor's rabbi trust as of November 30, 2014, and November 24, 2013, respectively, related to this plan. Rabbi trust assets are included in "Other current assets" or "Other non-current assets" on the Company's consolidated balance sheets.

Deferred compensation plan for executives, prior to January 1, 2003. The Company also maintains a non-qualified deferred compensation plan for certain management employees relating to compensation deferrals for the period prior to January 1, 2003. The rabbi trust is not a feature of this plan. As of November 30, 2014, and November 24, 2013, liabilities for this plan totaled \$37.5 million and \$41.1 million, respectively, of which \$4.6 million and \$6.0 million, respectively, was included in "Accrued salaries, wages and employee benefits" on the Company's consolidated balance sheets.

Interest earned by the participants in deferred compensation plans was \$5.3 million, \$8.7 million and \$6.8 million for the years ended November 30, 2014, November 24, 2013, and November 25, 2012, respectively. The charges were included in "Interest expense" in the Company's consolidated statements of income.

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NOTE 13: RESTRUCTURING

On February 5, 2014, the Company's Board of Directors (the "Board") endorsed a global productivity initiative designed to streamline operations and fuel long-term profitable growth. On March 26, 2014, the Company announced and began to implement the global productivity initiative, which will continue to be implemented through the end of 2015, with a focus on redesigning business processes and identifying opportunities to reduce costs, increase efficiencies and further streamline processes in supporting functions and supply chain.

The first phase of the global productivity initiative included the elimination of approximately 800 positions within the Company's global non-retail and non-manufacturing employee population, as well as initiating centrally-led cost-savings and productivity projects. The role eliminations reflect a reduction of management layers, an increase in spans of control, the removal of duplicative roles, a regrouping of country clusters and other structural changes. The elimination of positions in connection with this phase was completed during the last three fiscal quarters of 2014.

The next phase of the global productivity initiative, announced in November 2014, included the elimination of approximately 500 positions, primarily reflecting the outsourcing of certain global business service activities within information technology, finance, human resources, customer service and customer relations functions, as well as a further reduction of the non-manufacturing employee population. The Company anticipates the elimination of these positions will be substantially completed in the U.S. within the second half of fiscal 2015 to accommodate the transition of outsourced services. Final estimates for headcount, timing and charges in certain areas of the international business are subject to completion of applicable local works council and other consultative processes.

For the year ended November 30, 2014, the Company recognized restructuring charges, net, of \$128.4 million, which was recorded in "Restructuring, net" in the Company's consolidated statements of income. Related charges of \$27.6 million for the year ended November 30, 2014, consist primarily of consulting fees for the Company's centrally-led cost-savings and productivity projects. These related charges represent costs incurred associated with ongoing operations to benefit future periods and were recorded in "Selling, general and administrative expenses" in the Company's consolidated statements of income. Cash payments for charges recognized to date were made primarily in 2014 and are expected to continue through the first half of 2016.

The table below summarizes the components of charges included in "Restructuring, net" in the Company's consolidated statements of income:

	Year Ended	
	November 30, 2014	November 24, 2013
	(Dollars in thousands)	
Restructuring, net:		
Severance and employee-related benefits ⁽¹⁾	\$ 104,398	—
Adjustments to severance and employee-related benefits	(5,697)	—
Lease and other contract termination costs	—	—
Other ⁽²⁾	25,027	—
Adjustments to other	1,350	—
Noncash pension and postretirement curtailment losses, net ⁽³⁾	3,347	—
Total	\$ 128,425	\$ —

- (1) Severance and employee-related benefits relate to items such as severance, based on separation benefits provided by Company policy or statutory benefit plans, out-placement services and career counseling for employees affected by the global productivity initiative.
- (2) Other restructuring costs are expensed as incurred and primarily relate to consulting fees and legal expenses associated with the execution of the restructuring initiative.
- (3) Noncash pension and postretirement curtailment gains or losses resulting from the global productivity initiative are included in restructuring charges, with the associated liabilities included in "Pension liability" and "Postretirement medical benefits" in the Company's consolidated balance sheets.

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The Company is unable at this time to make a good faith determination of cost estimates, or ranges of cost estimates, for additional actions associated with the global productivity initiative.

The following table summarizes the activities associated with restructuring liabilities for the year ended November 30, 2014. In the table below, "Charges" represents the initial charge related to the restructuring activity. "Adjustments" includes revisions of estimates related to severance, employee-related benefits, lease and other contract termination costs, and other restructuring costs. "Payments" consists of cash payments for severance, employee-related benefits, lease and other contract termination costs, and other restructuring costs.

	Year Ended November 30, 2014						Liabilities November 30, 2014	
	Liabilities		Charges	Adjustments	Payments	Foreign Currency Fluctuation		
	November 24, 2013	(Dollars in thousands)						
Severance and employee-related benefits	\$ —	\$ 104,398	\$ (5,697)	\$ (38,527)	\$ (3,211)	\$ 56,963		
Lease and other contract termination costs	—	—	—	—	—	—		
Other	—	25,027	1,350	(19,977)	—	6,400		
Total	\$ —	\$ 129,425	\$ (4,347)	\$ (58,504)	\$ (3,211)	\$ 63,363		
Current portion	\$ —					\$ 57,817		
Long-term portion	—					5,546		
Total	\$ —					\$ 63,363		

NOTE 14: COMMITMENTS AND CONTINGENCIES

Operating Lease Commitments

The Company is obligated under operating leases for manufacturing, finishing and distribution facilities, office space, retail stores and equipment. At November 30, 2014, obligations for future minimum payments under operating leases were as follows:

	(Dollars in thousands)
2015	\$ 148,744
2016	114,213
2017	91,913
2018	70,798
2019	56,779
Thereafter	132,052
Total future minimum lease payments	\$ 614,499

In general, leases relating to real estate include renewal options of up to approximately 13 years, except for the San Francisco headquarters office lease, which contains multiple renewal options of up to 57 years. Some leases contain escalation clauses relating to increases in operating costs. Rental expense for the years ended November 30, 2014, November 24, 2013, and November 25, 2012, was \$193.0 million, \$194.5 million and \$186.1 million, respectively.

Forward Foreign Exchange Contracts

The Company uses over-the-counter derivative instruments to manage its exposure to foreign currencies. The Company is exposed to credit loss in the event of nonperformance by the counterparties to the forward foreign exchange contracts. However, the Company believes that its exposures are appropriately diversified across counterparties and that these counterparties are creditworthy financial institutions. Please see Note 5 for additional information.

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Other Contingencies

Litigation. In the ordinary course of business, the Company has various pending cases involving contractual matters, facility and employee-related matters, distribution matters, product liability claims, trademark infringement and other matters. The Company does not believe any of these pending legal proceedings will have a material impact on its financial condition, results of operations or cash flows.

NOTE 15: DIVIDEND

The Company paid a cash dividend of \$30.0 million on our common stock in the second quarter of 2014, and cash dividends of \$25.1 million and \$20.0 million in the first half of each of 2013 and 2012, respectively. Subsequent to the Company's year-end, the Company's Board of Directors declared a cash dividend of \$50.0 million.

The Company does not have an established annual dividend policy. The Company will continue to review its ability to pay cash dividends at least annually, and dividends may be declared at the discretion of the Board depending upon, among other factors, the Company's financial condition and compliance with the terms of the Company's debt agreements.

NOTE 16: ACCUMULATED OTHER COMPREHENSIVE LOSS

Accumulated other comprehensive income (loss) is summarized below:

	Levi Strauss & Co.							Noncontrolling Interest	Totals		
	Pension and Postretirement Benefits	Translation Adjustments			Unrealized Gain (Loss) on Marketable Securities		Total				
		Net Investment Hedges	Foreign Currency Translation								
(Dollars in thousands)											
Accumulated other comprehensive income (loss) at November 27, 2011	\$ (255,684)	\$ (28,693)	\$ (61,078)	\$ (547)	\$ (346,002)	\$ 10,869	\$ (335,133)				
Gross changes	(119,450)	16,070	(4,755)	2,549	(105,586)	(457)	(106,043)				
Tax	44,173	(6,230)	(2)	(988)	36,953	—	36,953				
Other comprehensive income (loss), net of tax	(75,277)	9,840	(4,757)	1,561	(68,633)	(457)	(69,090)				
Accumulated other comprehensive income (loss) at November 25, 2012	(330,961)	(18,853)	(65,835)	1,014	(414,635)	10,412	(404,223)				
Gross changes	167,192	(12,786)	4,797	411	159,614	(1,046)	158,568				
Tax	(63,003)	4,940	1,214	(159)	(57,008)	—	(57,008)				
Other comprehensive income (loss), net of tax	104,189	(7,846)	6,011	252	102,606	(1,046)	101,560				
Accumulated other comprehensive income (loss) at November 24, 2013	(226,772)	(26,699)	(59,824)	1,266	(312,029)	9,366	(302,663)				
Gross changes	(53,323)	13,404	(35,872)	1,577	(74,214)	(329)	(74,543)				
Tax	18,641	(8,426)	1,297	(609)	10,903	—	10,903				
Other comprehensive income (loss), net of tax	(34,682)	4,978	(34,575)	968	(63,311)	(329)	(63,640)				
Accumulated other comprehensive income (loss) at November 30, 2014	\$ (261,454)	\$ (21,721)	\$ (94,399)	\$ 2,234	\$ (375,340)	\$ 9,037	\$ (366,303)				

No amounts were reclassified out of "Accumulated other comprehensive loss" into net income other than those that pertain to the Company's pension and postretirement benefit plans. Please see Note 8 for additional information. These amounts are included in "Selling, general and administrative expenses" in the consolidated statements of income.

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NOTE 17: OTHER INCOME (EXPENSE), NET

The following table summarizes significant components of “Other income (expense), net”:

	Year Ended		
	November 30, 2014	November 24, 2013	November 25, 2012
	(Dollars in thousands)		
Foreign exchange management (losses) gains ⁽¹⁾	\$ (11,104)	\$ (539)	\$ (9,444)
Foreign currency transaction (losses) gains ⁽²⁾	(15,331)	(21,697)	8,512
Interest income	1,930	1,600	1,514
Investment Income	562	3,019	525
Other	1,886	4,436	3,695
Total other income (expense), net	<u>\$ (22,057)</u>	<u>\$ (13,181)</u>	<u>\$ 4,802</u>

- (1) Gains and losses on forward foreign exchange contracts primarily result from currency fluctuations relative to negotiated contract rates. Losses in 2014 were primarily due to unfavorable currency fluctuations on embedded foreign currency derivatives in certain of the Company's operating leases in Russia. Losses in 2013 were primarily due to unfavorable currency fluctuations against the U.S. Dollar relative to negotiated contract rates. Losses in 2012 primarily resulted from unfavorable currency fluctuations relative to negotiated contract rates on positions to sell the Mexican Peso.
- (2) Foreign currency transaction gains and losses reflect the impact of foreign currency fluctuation on the Company's foreign currency denominated balances. Losses in 2014 and 2013 were primarily due to the weakening of various currencies against the U.S. Dollar. Gains in 2012 were primarily due to a significant increase in Euro denominated intercompany receivables and the appreciation of the U.S. Dollar against the Japanese Yen.

NOTE 18: INCOME TAXES

The Company's income tax expense was \$49.6 million, \$94.5 million and \$54.9 million for the years 2014, 2013 and 2012, respectively. The Company's effective income tax rate was 32.2%, 29.3%, and 28.0% for 2014, 2013 and 2012, respectively.

The decrease in income tax expense in 2014 as compared to 2013 is primarily due to a decrease in income before income taxes. The effective tax rate increased in 2014 as compared to 2013 primarily due to a \$15.2 million discrete tax benefit recognized in 2013, attributable to the finalization in July 2013 of the U.S. federal tax audit of tax years 2003 – 2008, and an unfavorable impact in the mix of foreign earnings, partially offset by a \$3.7 million tax benefit that was recorded during the year ended November 30, 2014, as a result of reversing a deferred tax liability associated with undistributed foreign earnings.

The increase in income tax expense in 2013 as compared to 2012 is primarily due to an increase in income before income taxes. The effective tax rate in 2013 reflected a \$15.2 million discrete tax benefit attributable to the finalization in July 2013 of the U.S. federal tax audit of tax years 2003 – 2008, and a favorable change in the impact of foreign operations as compared to 2012. The effective tax rate in 2012 reflected a net tax benefit of \$27.0 million recognized in 2012, resulting from a definitive agreement with the State of California on state tax refund claims involving tax years 1986 – 2004.

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The Company's income tax expense differed from the amount computed by applying the U.S. federal statutory income tax rate of 35% to income before income taxes as follows:

	Year Ended					
	November 30, 2014		November 24, 2013		November 25, 2012	
	(Dollars in thousands)					
Income tax expense at U.S. federal statutory rate	\$ 53,849	35.0 %	\$ 112,914	35.0 %	\$ 68,558	35.0 %
State income taxes, net of U.S. federal impact	7	—	3,994	1.2 %	892	0.5 %
Change in valuation allowance	—	—	5,169	1.6 %	(1,329)	(0.7)%
Impact of foreign operations	(5,296)	(3.4)%	(17,160)	(5.3)%	7,313	3.7 %
Reassessment of tax liabilities	(3,466)	(2.3)%	(15,215)	(4.7)%	(29,500)	(15.1)%
Write-off of deferred tax assets	4,899	3.2 %	4,289	1.3 %	9,061	4.6 %
Other, including non-deductible expenses	(448)	(0.3)%	486	0.2 %	(73)	—
Total	<u>\$ 49,545</u>	32.2 %	<u>\$ 94,477</u>	29.3 %	<u>\$ 54,922</u>	28.0 %

Impact of foreign operations. The reduction of tax benefit in 2014 as compared to 2013 is primarily due to an unfavorable change in the mix of earnings in jurisdictions with lower effective tax rate as compared to 2013.

Reassessment of tax liabilities. In 2014, the \$3.5 million tax benefit primarily relates to the lapse of statutes of limitations in various jurisdictions. In 2013, the \$15.2 million tax benefit was primarily attributable to the finalization of the U.S. federal tax audit for tax years 2003 – 2008. In 2012, the \$29.5 million tax benefit was primarily attributable to the net tax benefit recognized in 2012 resulting from a definitive agreement with the State of California on the state tax refund claims involving tax years 1986 – 2004.

The U.S. and foreign components of income before income taxes were as follows:

	Year Ended		
	November 30, 2014	November 24, 2013	November 25, 2012
	(Dollars in thousands)		
Domestic	\$ 31,733	\$ 86,167	\$ 82,764
Foreign	122,121	236,446	113,117
Total Income before Income Taxes	<u>\$ 153,854</u>	<u>\$ 322,613</u>	<u>\$ 195,881</u>

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Income tax expense (benefit) consisted of the following:

	Year Ended		
	November 30, 2014	November 24, 2013	November 25, 2012
	(Dollars in thousands)		
U.S. Federal			
Current	\$ 15,470	\$ 11,294	\$ 15,334
Deferred	(1,983)	20,597	29,537
	<u>\$ 13,487</u>	<u>\$ 31,891</u>	<u>\$ 44,871</u>
U.S. State			
Current	\$ 4,096	\$ 3,732	\$ (34,603)
Deferred	(4,089)	3,607	(2,956)
	<u>\$ 7</u>	<u>\$ 7,339</u>	<u>\$ (37,559)</u>
Foreign			
Current	\$ 58,156	\$ 41,931	\$ 54,338
Deferred	(22,105)	13,316	(6,728)
	<u>\$ 36,051</u>	<u>\$ 55,247</u>	<u>\$ 47,610</u>
Consolidated			
Current	\$ 77,722	\$ 56,957	\$ 35,069
Deferred	(28,177)	37,520	19,853
	<u>\$ 49,545</u>	<u>\$ 94,477</u>	<u>\$ 54,922</u>

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Deferred Tax Assets and Liabilities

The Company's deferred tax assets and deferred tax liabilities were as follows:

	November 30, 2014	November 24, 2013
	(Dollars in thousands)	
Deferred tax assets		
Foreign tax credit carryforwards	\$ 120,793	\$ 176,222
State net operating loss carryforwards	13,014	15,587
Foreign net operating loss carryforwards	87,062	95,542
Employee compensation and benefit plans	272,970	240,198
Advance royalties	99,649	55,581
Restructuring and related charges	49,654	21,474
Sales returns and allowances	33,078	31,706
Inventory	14,533	16,469
Property, plant and equipment	14,966	21,426
Unrealized gains or losses on investments	—	7,971
Other	45,155	51,645
Total gross deferred tax assets	750,874	733,821
Less: Valuation allowance	(89,814)	(96,026)
Deferred tax assets, net of valuation allowance	661,060	637,795
Deferred tax liabilities		
Unrealized gains or losses on investments	(196)	—
Unremitted earnings of certain foreign subsidiaries	—	(3,690)
Total deferred tax liabilities	(196)	(3,690)
Total net deferred tax assets	\$ 660,864	\$ 634,105
Current		
Net deferred tax assets	\$ 186,791	\$ 196,581
Valuation allowance	(12,475)	(9,503)
Total current net deferred tax assets	\$ 174,316	\$ 187,078
Long-term		
Net deferred tax assets	\$ 563,887	\$ 533,550
Valuation allowance	(77,339)	(86,523)
Total long-term net deferred tax assets	\$ 486,548	\$ 447,027

Foreign tax credit carryforwards. The asset decrease from prior year is primarily due to the utilization of foreign tax credits in the 2014 U.S. federal income tax return, which resulted from the inclusion of \$182.9 million advance royalty payments from the Company's operations in Europe relating to fiscal year 2016 and thereafter. The foreign tax credit carryforwards at November 30, 2014, are subject to expiration through 2024 if not utilized. There are no foreign tax credits expiring in 2015.

Foreign net operating loss carryforwards. As of November 30, 2014, the Company had a deferred tax asset of \$87.1 million for foreign net operating loss carryforwards of \$290.4 million. Approximately \$174.5 million of these operating losses are subject to expiration through 2023 if not utilized, including \$4.8 million in 2015. The remaining \$115.9 million are available as indefinite carryforwards under applicable tax law.

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Valuation Allowance. The following table details the changes in valuation allowance during the year ended November 30, 2014:

	Valuation Allowance at November 24, 2013	Changes in Related Gross Deferred Tax Asset		Charge	Valuation Allowance at November 30, 2014
		(Dollars in thousands)			
U.S. state net operating loss carryforwards	\$ 3,824	\$ (324)	\$ —	\$ —	\$ 3,500
Foreign net operating loss carryforwards and other foreign deferred tax assets	92,202	(5,888)	—	—	86,314
	<u>\$ 96,026</u>	<u>\$ (6,212)</u>	<u>\$ —</u>	<u>\$ —</u>	<u>\$ 89,814</u>

At November 30, 2014, the Company's valuation allowance primarily related to its gross deferred tax assets for state and foreign net operating loss carryforwards, which reduced such assets to the amount that will more likely than not be realized.

Unremitted earnings of certain foreign subsidiaries. For the year ended November 30, 2014, management asserted indefinite reinvestment on \$100.0 million of undistributed foreign earnings, as management determined that this amount is required to meet ongoing working capital needs in certain foreign subsidiaries; no U.S. income taxes have been provided for such earnings. If the Company were to repatriate such foreign earnings to the United States, the deferred tax liability associated with such earnings would have been approximately \$27.3 million. The Company also recorded a \$3.7 million tax benefit resulting from a reversal of the previously recorded deferred tax liability on undistributed foreign earnings due to the management assertion on undistributed foreign earnings.

Uncertain Income Tax Positions

As of November 30, 2014, the Company's total gross amount of unrecognized tax benefits was \$41.6 million, of which \$21.9 million could impact the effective tax rate, if recognized, as compared to November 24, 2013, when the Company's total gross amount of unrecognized tax benefits was \$37.8 million, of which \$19.2 million could have impacted the effective tax rate, if recognized.

The following table reflects the changes to the Company's unrecognized tax benefits for the year ended November 30, 2014, and November 24, 2013:

		November 30, 2014	November 24, 2013
		(Dollars in thousands)	
Unrecognized tax benefits beginning balance	\$ 37,836	\$ 63,626	
Increases related to current year tax positions	3,863	2,839	
Increases related to tax positions from prior years	4,858	1,650	
Decreases related to tax positions from prior years	—	—	
Settlement with tax authorities	—	(23,380)	
Lapses of statutes of limitation	(4,715)	(7,026)	
Other, including foreign currency translation	(271)	127	
Unrecognized tax benefits ending balance	<u>\$ 41,571</u>	<u>\$ 37,836</u>	

The Company believes that it is reasonably possible that unrecognized tax benefits could decrease within the next twelve months by as much as \$1.9 million due to the lapse of statutes of limitations in various jurisdictions.

As of November 30, 2014, and November 24, 2013, accrued interest and penalties primarily relating to non-U.S. jurisdictions were \$9.6 million and \$11.8 million, respectively.

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The Company's income tax returns are subject to examination in the U.S. federal and state jurisdictions and numerous foreign jurisdictions. The following table summarizes the tax years that are either currently under audit or remain open and subject to examination by the tax authorities in the major jurisdictions in which the Company operates:

Jurisdiction	Open Tax Years
U.S. federal	2009 – 2014
California	2006 – 2014
Belgium	2011 – 2014
United Kingdom	2012 – 2014
Spain	2010 – 2014
Mexico	2009 – 2014
Canada	2004 – 2014
China	2010 – 2014
Hong Kong	2010 – 2014
India	2008 – 2014
Italy	2009 – 2014
France	2011 – 2014
Turkey	2009 – 2014

NOTE 19: RELATED PARTIES

Robert D. Haas, Chairman Emeritus of the Company, Charles V. Bergh, President and Chief Executive Officer, Peter E. Haas Jr., a director of the Company, and Kelly McGinnis, Senior Vice President of Corporate Affairs and Chief Communications Officer, are board members of the Levi Strauss Foundation, which is not a consolidated entity of the Company. Seth R. Jaffe, Senior Vice President and General Counsel, is Vice President of the Levi Strauss Foundation. During 2014, 2013, and 2012, the Company donated \$6.3 million, \$4.2 million and \$2.8 million, respectively, to the Levi Strauss Foundation.

Kelly McGinnis and Lisa Collier, Executive Vice President and President of Global Dockers® Brand, are board members of the Red Tab Foundation, which is not a consolidated entity of the Company. Peter E. Haas Jr. is President of the Red Tab Foundation. During 2014, 2013, and 2012 the Company donated \$0.6 million, \$0.1 million, and \$0.1 million, respectively, to the Red Tab Foundation.

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NOTE 20: BUSINESS SEGMENT INFORMATION

The Company manages its business according to three regional segments: the Americas, Europe and Asia. The Company considers its chief executive officer to be the Company's chief operating decision maker. The Company's chief operating decision maker manages business operations, evaluates performance and allocates resources based on the regional segments' net revenues and operating income. The Company reports net trade receivables and inventories by segment as that information is used by the chief operating decision maker in assessing segment performance. The Company does not report its other assets by segment as that information is not used by the chief operating decision maker in assessing segment performance.

Effective as of the beginning of 2014, the Company's reporting segments were revised to combine its Middle East and North Africa markets, previously managed by the Company's Europe region, with the Company's Asia region. Financial information attributable to these markets are not significant to any of the Company's regional segments individually in any of the periods presented herein, and accordingly, business segment information for the prior periods have not been revised.

Business segment information for the Company is as follows:

	Year Ended		
	November 30, 2014	November 24, 2013	November 25, 2012
	(Dollars in thousands)		
Net revenues:			
Americas	\$ 2,862,867	\$ 2,851,037	\$ 2,749,327
Europe	1,143,313	1,103,487	1,103,212
Asia	747,812	727,167	757,654
Total net revenues	\$ 4,753,992	\$ 4,681,691	\$ 4,610,193
Operating income:			
Americas	\$ 531,064	\$ 510,496	\$ 431,552
Europe	181,036	167,605	178,313
Asia	108,511	123,723	66,839
Regional operating income	820,611	801,824	676,704
Corporate:			
Restructuring, net	128,425	—	—
Restructuring-related charges	27,621	—	—
Lump-sum pension settlement loss	30,666	—	—
Other corporate staff costs and expenses⁽¹⁾	320,048	336,317	342,725
Corporate expenses	506,760	336,317	342,725
Total operating income	313,851	465,507	333,979
Interest expense	(117,597)	(129,024)	(134,694)
Loss on early extinguishment of debt	(20,343)	(689)	(8,206)
Other income (expense), net	(22,057)	(13,181)	4,802
Income before income taxes	\$ 153,854	\$ 322,613	\$ 195,881

(1) Included in other corporate staff costs and expenses for the year ended November 25, 2012, is an \$18.8 million impairment charge related to the Company's decision in the third quarter of 2012 to outsource distribution in Japan to a third party and close its owned distribution center in that country.

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	Year Ended		
	November 30, 2014	November 24, 2013	November 25, 2012
	(Dollars in thousands)		
Depreciation and amortization expense:			
Americas	\$ 29,508	\$ 37,520	\$ 43,368
Europe	20,564	20,597	21,891
Asia	8,501	9,422	12,887
Corporate	50,901	48,181	44,462
Total depreciation and amortization expense	<u>\$ 109,474</u>	<u>\$ 115,720</u>	<u>\$ 122,608</u>

	November 30, 2014				
	Americas	Europe	Asia	Unallocated	Consolidated Total
	(Dollars in thousands)				
Assets:					
Trade receivables, net	\$ 322,501	\$ 93,604	\$ 48,468	\$ 17,408	\$ 481,981
Inventories	289,838	143,990	101,477	65,611	600,916
All other assets	—	—	—	1,841,176	1,841,176
Total assets					<u>\$ 2,924,073</u>

	November 24, 2013				
	Americas	Europe	Asia	Unallocated	Consolidated Total
	(Dollars in thousands)				
Assets:					
Trade receivables, net	\$ 288,360	\$ 101,010	\$ 40,520	\$ 16,781	\$ 446,671
Inventories	338,849	117,442	113,212	34,364	603,867
All other assets	—	—	—	2,076,880	2,076,880
Total assets					<u>\$ 3,127,418</u>

Geographic information for the Company was as follows:

	Year Ended		
	November 30, 2014	November 24, 2013	November 25, 2012
	(Dollars in thousands)		
Net revenues:			
United States	\$ 2,490,994	\$ 2,497,756	\$ 2,412,647
Foreign countries	2,262,998	2,183,935	2,197,546
Total net revenues	<u>\$ 4,753,992</u>	<u>\$ 4,681,691</u>	<u>\$ 4,610,193</u>

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Deferred tax assets:

United States	\$ 580,122	\$ 567,984	\$ 647,767
Foreign countries	80,742	66,121	81,373
Total deferred tax assets	<u>\$ 660,864</u>	<u>\$ 634,105</u>	<u>\$ 729,140</u>

Long-lived assets:

United States	\$ 322,329	\$ 346,533	\$ 353,567
Foreign countries	84,507	110,387	123,977
Total long-lived assets	<u>\$ 406,836</u>	<u>\$ 456,920</u>	<u>\$ 477,544</u>

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NOTE 21: QUARTERLY FINANCIAL DATA (UNAUDITED)

Set forth below are the consolidated statements of operations for the first, second, third and fourth quarters of 2014 and 2013.

<u>Year Ended November 30, 2014</u>	<u>First Quarter</u>	<u>Second Quarter</u>	<u>Third Quarter</u>	<u>Fourth Quarter⁽¹⁾</u>
	(Dollars in thousands)			
Net revenues	\$ 1,129,990	\$ 1,081,847	\$ 1,154,129	\$ 1,388,026
Cost of goods sold	553,637	551,542	591,926	708,447
Gross profit	576,353	530,305	562,203	679,579
Selling, general and administrative expenses	424,762	446,072	454,712	580,618
Restructuring, net	57,935	19,105	2,371	49,014
Operating income	93,656	65,128	105,120	49,947
Interest expense	(31,829)	(31,310)	(27,179)	(27,279)
Loss on early extinguishment of debt	—	(11,151)	—	(9,192)
Other income (expense), net	4,183	(6,122)	(5,605)	(14,513)
Income (loss) before income taxes	66,010	16,545	72,336	(1,037)
Income tax expense	16,387	5,556	22,536	5,066
Net income (loss)	49,623	10,989	49,800	(6,103)
Net loss attributable to noncontrolling interest	348	469	820	132
Net income (loss) attributable to Levi Strauss & Co.	<u>\$ 49,971</u>	<u>\$ 11,458</u>	<u>\$ 50,620</u>	<u>\$ (5,971)</u>

(1) Includes certain out-of-period adjustments, which decreased income before income taxes and net income by approximately \$4.0 million and \$6.0 million, respectively. For additional information see Note 1.

<u>Year Ended November 24, 2013</u>	<u>First Quarter</u>	<u>Second Quarter</u>	<u>Third Quarter</u>	<u>Fourth Quarter</u>
	(Dollars in thousands)			
Net revenues	\$ 1,146,678	\$ 1,098,898	\$ 1,141,284	\$ 1,294,831
Cost of goods sold	554,800	550,187	568,448	657,784
Gross profit	591,878	548,711	572,836	637,047
Selling, general and administrative expenses	410,423	449,074	454,750	570,718
Operating income	181,455	99,637	118,086	66,329
Interest expense	(32,157)	(32,883)	(30,903)	(33,081)
Loss on early extinguishment of debt	(114)	(575)	—	—
Other income (expense), net	6,066	(830)	(10,661)	(7,756)
Income before income taxes	155,250	65,349	76,522	25,492
Income tax expense	48,375	17,140	20,077	8,885
Net income	106,875	48,209	56,445	16,607
Net loss (income) attributable to noncontrolling interest	145	(60)	630	342
Net income attributable to Levi Strauss & Co.	<u>\$ 107,020</u>	<u>\$ 48,149</u>	<u>\$ 57,075</u>	<u>\$ 16,949</u>

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Item 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

None.

Item 9A. CONTROLS AND PROCEDURES

Evaluation of disclosure controls and procedures

We maintain disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Securities and Exchange Act of 1934 (the "Exchange Act") that are designed to provide reasonable assurance that information required to be disclosed in the reports we file or submit to the SEC is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms, and that such information is accumulated and communicated to our management, including our chief executive officer and chief financial officer, as appropriate to allow timely decisions regarding required disclosure.

We have evaluated, under the supervision and with the participation of management, including our chief executive officer and our chief financial officer, the effectiveness of the design and operation of our disclosure controls and procedures as of November 30, 2014. Based on that evaluation, our chief executive officer and our chief financial officer concluded that as of November 30, 2014, our disclosure controls and procedures were effective at the reasonable assurance level.

Management's annual report on internal control over financial reporting

We maintain a system of internal control over financial reporting that is designed to provide reasonable assurance that our books and records accurately reflect our transactions and that our established policies and procedures are followed. Because of inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Our management is responsible for establishing and maintaining adequate internal control over financial reporting (as defined in Rule 13a-15(f) under the Exchange Act). Our management assessed the effectiveness of our internal control over financial reporting and concluded that our internal control over financial reporting was effective as of November 30, 2014. In making this assessment, our management used the criteria set forth by the Committee of Sponsoring Organizations of the Treadway Commission ("COSO") in *Internal Control-Integrated Framework* (1992).

Changes in internal controls

We maintain a system of internal control over financial reporting that is designed to provide reasonable assurance that our books and records accurately reflect our transactions and that our established policies and procedures are followed. There were no changes to our internal control over financial reporting during our last fiscal quarter that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

Item 9B. OTHER INFORMATION

None.

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PART III

Item 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE

The following provides information about our directors and executive officers as of February 9, 2015.

Name	Age	Position
Stephen C. Neal ⁽¹⁾	65	Chairman of the Board of Directors
Charles V. Bergh	57	Director, President and Chief Executive Officer
Troy Alstead ⁽²⁾⁽⁴⁾	51	Director
Jill Beraud ⁽³⁾⁽⁴⁾	54	Director
Vanessa J. Castagna ⁽²⁾⁽⁴⁾⁽⁵⁾	65	Director
Robert A. Eckert ⁽¹⁾⁽²⁾	60	Director
Spencer C. Fleischer ⁽³⁾⁽⁴⁾	61	Director
Mimi L. Haast ⁽¹⁾⁽³⁾	68	Director
Peter E. Haas Jr. ⁽¹⁾⁽²⁾	67	Director
Jenny Ming ⁽⁴⁾	59	Director
Patricia Salas Pineda ⁽¹⁾⁽²⁾	63	Director
Roy Bagattini	51	Executive Vice President and President, Asia, Middle East and Africa
Lisa Collier	49	Executive Vice President and President, Global Dockers® Brand
James Curleigh	49	Executive Vice President and President, Global Levi's® Brand
Seth M. Ellison	56	Executive Vice President and President, Europe
Seth R. Jaffe	57	Senior Vice President and General Counsel
David Love	52	Senior Vice President and Chief Supply Chain Officer
Kelly McGinnis	46	Senior Vice President, Corporate Affairs and Chief Communications Officer
Craig Nomura	51	Executive Vice President and President, Global Retail
Anne Rohosy	56	Executive Vice President and President, Americas
Marc Rosen	46	Executive Vice President and President, Global eCommerce
Harmit Singh	51	Executive Vice President and Chief Financial Officer

(1) Member, Nominating, Governance and Corporate Citizenship Committee.

(2) Member, Human Resources Committee.

(3) Member, Finance Committee.

(4) Member, Audit Committee.

(5) As announced on December 12, 2014, Ms. Castagna has decided not to stand for re-election when her term expires at the 2015 annual meeting of stockholders. Ms. Castagna will continue to serve as a director until the 2015 annual meeting of stockholders.

Peter E. Haas Jr. is a descendant of the family of our founder, Levi Strauss.

Directors

Stephen C. Neal, a director since 2007, became our Chairman of the Board in September 2011. He is also the Chairman of the law firm Cooley LLP, where he was Chief Executive Officer from 2001 until January 1, 2008. In addition to his extensive experience as a trial lawyer on a broad range of corporate issues, Mr. Neal has represented and advised numerous boards of directors, special committees of boards and individual directors on corporate governance and other legal matters. Prior to joining Cooley in 1995, Mr. Neal was a partner of the law firm Kirkland & Ellis LLP. Mr. Neal brings to the board deep knowledge and broad experience in corporate governance as well as his perspectives drawn from advising many companies throughout his career.

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Charles V. Bergh, a director since he joined the Company in September 2011, is our President and Chief Executive Officer. Prior to joining the Company, Mr. Bergh was Group President of Global Male Grooming, for The Procter & Gamble Company (“P&G”), a manufacturer and distributor of consumer products. He held a progression of leadership roles during his 28-year career at P&G. Mr. Bergh previously served on the Board of Directors for VF Corporation and on the Singapore Economic Development Board, and was a member of the US-AESAN Business Council, Singapore. Mr. Bergh's position as our Chief Executive Officer and his past experience as a leader of large, global consumer brands make him well-suited to be a member of our board of directors.

Troy Alstead, a director since 2012, is Chief Operating Officer for Starbucks Corporation, a role he assumed as of February 3, 2014, and from which on January 9, 2015, it was announced that on March 1, 2015, he begins a 12-month sabbatical under the company's established sabbatical program available to long-term employees. Mr. Alstead was most recently Group President and Chief Financial Officer from September 2013 until his promotion to his current role. From November 2008 to September 2013, Mr. Alstead was Chief Financial Officer and Chief Administrative Officer of Starbucks. He joined Starbucks in 1992, previously serving as Chief Operating Officer of Starbucks Greater China from April 2008 to October 2008, Senior Vice President of Global Finance and Business Operations from August 2007 to April 2008, and Senior Vice President of Corporate Finance from September 2004 to August 2007. Mr. Alstead served in a number of other senior positions with Starbucks prior to 2004. Mr. Alstead brings to the board his broad financial and business perspective developed over many years in the global consumer goods industry.

Jill Beraud, a director since 2013, is Executive Vice President for Tiffany & Co., a jeweler and specialty retailer, with responsibility for its Global Retail Operations and oversight of strategic store development and real estate. Before joining Tiffany & Co. in October 2014, Ms. Beraud was with Living Proof, Inc., a privately-held company that uses advanced medical and materials technologies to create hair care and skin care products for women, where she was Chief Executive Officer since December 2011. Prior to that, Ms. Beraud served as President of Starbucks/Lipton Joint Ventures and Chief Marketing Officer of PepsiCo Americas Beverages from July 2009 to June 2011, and PepsiCo's Global Chief Marketing Officer from December 2008 to July 2009. Before PepsiCo, Ms. Beraud spent 13 years at Limited Brands in various roles, including Chief Marketing Officer of Victoria's Secret and Executive Vice President of Marketing for its broader portfolio of specialty brands, including Bath & Body Works, C.O. Bigelow, Express, Henri Bendel, and Limited Stores. Ms. Beraud was selected to join the board due to her extensive marketing, social media and consumer branding experience, as well as her extensive managerial and operational knowledge in the apparel and other consumer goods industries. Ms. Beraud is currently a director of New York & Company, Inc.

Vanessa J. Castagna, a director since 2007, led Mervyn's LLC department stores as its Executive Chairwoman of the Board from 2005 until early 2007. Prior to Mervyn's LLC, Ms. Castagna served as Chairman and Chief Executive Officer of JC Penney Stores, Catalog and Internet from 2002 through 2004. She joined JC Penney in 1999 as Chief Operating Officer, and was both President and Chief Operating Officer of JC Penney Stores, Catalog and Internet in 2001. Ms. Castagna was selected to serve on the board due to her extensive retail leadership experience. She brings to the board a valuable perspective on the retail and wholesale business. In March 2013, Ms. Castagna was appointed to the Board of Trustees of Purdue University. Ms. Castagna is currently a director of Carter's, Inc. and was a director of SpeedFC until 2012.

Robert A. Eckert, a director since 2010, is Operating Partner of Friedman Fleischer & Lowe, LLC (“FFL”), a private equity firm, since September 2014. Mr. Eckert is also Chairman Emeritus of Mattel, Inc., a role he has held since January 2013. He was Mattel's Chairman and Chief Executive Officer from May 2000 until December 2011, and he continued to serve as its Chairman until December 2012. He previously worked for Kraft Foods, Inc. for 23 years, and served as President and Chief Executive Officer from October 1997 until May 2000. From 1995 to 1997, Mr. Eckert was Group Vice President of Kraft Foods, and from 1993 to 1995, Mr. Eckert was President of the Oscar Mayer foods division of Kraft Foods. Mr. Eckert was selected to join the board due to his experience as a senior executive engaged with the dynamics of building global consumer brands through high performance expectations, integrity, and decisiveness in driving businesses to successful results. Mr. Eckert is currently a director of McDonald's Corporation, Amgen, Inc. and Eyemart Express Holdings, LLC. He was a director of Smart & Final Stores, Inc. from May 2013 to July 2014.

Spencer C. Fleischer, a director since 2013, is Co-Founder and President of Friedman Fleischer & Lowe, LLC (“FFL”), a private equity firm. Before co-founding FFL in 1997, Mr. Fleischer spent 19 years at Morgan Stanley as an investment banker and senior leader. During his time there, he led business units across the globe, including serving as Head of Investment Banking in Asia, Head of Corporate Finance for Europe and Head of Corporate Finance in San Francisco. Mr. Fleischer was selected to join the board due to his broad financial and international business perspective developed over many years in the investment banking industry. Mr. Fleischer currently serves as a director of AmericanWest Bank and Strategic Investment Group. He was a director of Wilton Re Holdings Limited from June 2004 to June 2014.

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Mimi L. Haas, a director since April 2014, is President of the Mimi and Peter Haas Fund, a position she has held since August 1981. Mrs. Haas is Vice Chair of the Board of Trustees and Chair of the Painting and Sculpture Acquisitions Committee of the New York Museum of Modern Art, a director of the Lincoln Center for the Performing Arts, Vice Chair of the San Francisco Museum of Modern Art, a member of the National Advisory Board of the Haas Center for Public Service at Stanford University, a member of the Council on Foreign Relations, and a member of the Global Philanthropists Circle. In addition, Mrs. Haas served on the Company's Board from 2004 to 2006. Mrs. Haas brings to the Board her long and deep knowledge of the Company and her extensive experience in corporate citizenship endeavors.

Peter E. Haas Jr., a director since 1985, is a director or trustee of each of the Levi Strauss Foundation, Red Tab Foundation, Walter and Elise Haas Fund and the Novato Youth Center Honorary Board, a Trustee Emeritus of the San Francisco Foundation, and he is Vice President of the Peter E. Haas Jr. Fund. Mr. Haas was one of our managers from 1972 to 1989. He was Director of Product Integrity of The Jeans Company, one of our former operating units, from 1984 to 1989. He served as Director of Materials Management for Levi Strauss USA in 1982 and Vice President and General Manager in the Menswear Division in 1980. Mr. Haas' background in numerous operational roles specific to the Company and his familial connection to the Company's founder enable him to engage in board deliberations with valuable insight and experience.

Jenny Ming, a director since September 2014, is President and Chief Executive Officer of Charlotte Russe Inc., a fast-fashion specialty retailer of apparel and accessories catering to young women, a position she has held since October 2009. From March 1999 to October 2006, Ms. Ming served as President of Old Navy, where she oversaw all aspects of Old Navy and its 900 retail clothing stores in the U.S. and Canada. Ms. Ming joined The Gap, Inc. in 1986, serving in various executive capacities in its San Francisco headquarters, and in 1994, she was a member of the executive team who launched Old Navy. Ms. Ming was selected to join the Board due to her extensive operational and retail leadership experience in the apparel industry. Ms. Ming serves on the Board of Barneys New York, on the Board of Trustees for the Museum of Chinese in America (MOCA) in New York and also sits on the Board of the Merage Foundation for the American Dream. She is also a member of the Committee of 100, a non-profit organization of accomplished Chinese Americans from business leaders to the arts.

Patricia Salas Pineda, a director since 1991, is currently Group Vice President of Hispanic Business Strategy for Toyota Motor North America, Inc., an affiliate of one of the world's largest automotive firms, a position she has held since May 2013. Previously, Ms. Pineda served Toyota Motor North America as Group Vice President, National Philanthropy and the Toyota USA Foundation from 2004 until her appointment to her current role. During this period, Ms. Pineda also served as General Counsel and Group Vice President of Administration from 2006 to 2008 and as Group Vice President of Corporate Communications and General Counsel from 2004 to 2006. Prior to that, Ms. Pineda was Vice President of Legal, Human Resources and Government Relations, and Corporate Secretary of New United Motor Manufacturing, Inc. with which she had been associated since 1984. Ms. Pineda was selected as a member of the board to bring her expertise in government relations and regulatory oversight, corporate governance and human resources matters. Her long tenure on the board also provides valuable historical perspective. She is currently a member of the corporate advisory board of the National Council of La Raza and Chairwoman and member of the Board of Directors of the Latino Corporate Directors Association.

Executive Officers

Charles V. Bergh's biography is set forth under the heading "Directors" above.

Roy Bagattini is currently serving as our Executive Vice President and President of our Asia, Middle East and Africa ("Asia") region. Mr. Bagattini joined the Company in June 2013 as Executive Vice President and President of Commercial Operations for the Asia Pacific (now Asia) region before his role was expanded to include the Middle East and Africa at the end of November 2013. Mr. Bagattini was Senior Vice President for Asia and Africa at Carlsberg Group, a leading brewing and beverage company, from 2009 to 2013. Prior to that, Mr. Bagattini served in a variety of executive and leadership roles in Russia, China, India and the United States for SABMiller plc, one of the world's largest brewing companies, from 1991 to 2009.

Lisa Collier is currently serving as our Executive Vice President and President of Global Dockers® Brand, a position she has held since July 2013. From October 2013 to January 2015, Ms. Collier also served as Chief Transformation Officer. From July 2012 until July 2013, Ms. Collier served as Senior Vice President of Product Development and Innovation across all of our brands. Before that, Ms. Collier held various leadership roles in the Company, at times serving in dual roles, including Senior Vice President of Dockers® Merchandising, Licensing & Supply Chain from April 2010 to November 2012, Managing Director and General Manager of Levi Strauss Australia and New Zealand from December 2007 to April 2011, and Vice President of U.S. Retail from May 2006 to November 2007. Ms. Collier joined the Company in October 2003 as Vice President of Product Management for the U.S. Levi's® Brand, a position she held until May 2006. Ms. Collier has more than 25 years of professional experience in the

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apparel industry. Before joining the Company, she served as Vice President of Product Development, Planning and Sourcing at Tarrant Apparel Group and held various positions at The Limited in merchandising and buying.

James Curleigh is currently serving as our Executive Vice President and President of the Global Levi's® Brand, a position he has held since July 2012. Prior to joining the Company, Mr. Curleigh served as the President and Chief Executive Officer of Keen Footwear, Inc., a footwear and accessory company, from March 2008 to May 2012. Before Keen, he was President and Chief Executive Officer of Salomon Sports North America, an innovative performance sports company, from 2001 to 2007. He also established and led TaylorMade adidas golf division in Europe and held various leadership positions in the London office of M&M Mars, a global consumer goods company.

Seth M. Ellison is currently serving as our Executive Vice President and President of our Europe region. Mr. Ellison joined the Company in September 2012 as Executive Vice President and President of the Global Dockers® Brand before assuming his current role in July 2013. Prior to joining the Company, Mr. Ellison was Executive Vice President and Chief Commercial Officer at Alternative Apparel from February 2009 to July 2012. Before Alternative Apparel, Mr. Ellison was President of the Swimwear Group at Perry Ellis from 2005 to 2009, and held various leadership positions at NIKE, Inc. from 1996 to 2005, including Vice President and General Manager of Nike EMEA Apparel and President of Hurley.

Seth Jaffe is currently serving as our Senior Vice President and General Counsel, a position he has held since September 2011. Prior to joining the Company, Mr. Jaffe served as Senior Vice President, General Counsel and Secretary of Williams-Sonoma, Inc. from January 2002 to August 2011. From 2000 to 2001, Mr. Jaffe served as Chief Administrative Officer and General Counsel of CareThere, Inc., a healthcare technology company. Mr. Jaffe also held various legal roles at the Company from 1984 to 1999 with increasing responsibilities in the United States and Europe during that time.

David Love is currently serving as our Senior Vice President and Chief Supply Chain Officer, a position he has held since August 2004. Since January 2015, Mr. Love has also served as Chief Transformation Officer, leading the Company's centrally-led cost-savings and global productivity initiative. Mr. Love is responsible for development, sourcing and delivery of our products worldwide. Prior to assuming this role, Mr. Love was Vice President of our U.S. Supply Chain organization from 2001 to 2004 and Senior Director of Product Services for the U.S. Levi's® brand from 1999 to 2001. From 1981, when he joined the Company, to 2001, Mr. Love held various managerial positions.

Kelly McGinnis is currently serving as our Senior Vice President of Corporate Affairs and Chief Communications Officer, a position she has held since August 2013. Prior to joining the Company, Ms. McGinnis served as Vice President of Global Communications at Dell Inc. from March 2010 to 2013. Before Dell, from March 2008 to 2010, she was President of Axicom U.S., a global technology public relations company. From 2001 to 2008, Ms. McGinnis was a senior partner at Fleishman-Hillard, Inc. and served as general manager of the firm's San Francisco office.

Craig Nomura joined the Company as our Executive Vice President and President of Global Retail in February 2014. Mr. Nomura served as Senior Vice President of Global Development for Williams-Sonoma, Inc. from May 2011 until he joined the Company. From January 2005 to April 2011, Mr. Nomura was Representative Director and Managing Director for The Gap, Inc. based in Japan. Mr. Nomura has more than 20 years of professional experience in the apparel industry working at companies that include The Gap, Inc., The Gymboree Corporation, Guess? Inc. and Foot Locker, Inc.

Anne Rohosy is currently serving as our Executive Vice President and President of the Americas region, a position she has held since July 2013. From February 2012 until her appointment to her current role, Ms. Rohosy served as President of Commercial Operations for the Americas and Europe regions while continuing her role as Executive Vice President and President of the Global Dockers® Brand, a position she held from May 2011 until September 2012. From October 2009, when she joined the Company, until May 2011, she served as Senior Vice President, Levi's® North America Commercial Operations, and then served as Senior Vice President, Levi's® Wholesale, Americas. Ms. Rohosy's professional experience in the apparel industry spans more than 30 years with such global brands as Swatch, Liz Claiborne and NIKE, Inc., where she held various leadership roles from 1990 to 2005 and led the company's commercial strategy development and apparel sales in the United States and Europe.

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Marc Rosen joined the Company as our Executive Vice President and President of Global eCommerce in April 2014. He is responsible for leading the Company's global eCommerce business to drive new growth, consumer loyalty and sustainable profitability. Mr. Rosen brings more than 20 years of retail and eCommerce leadership to the role, most recently as Senior Vice President of Global eCommerce at Wal-Mart Stores, Inc., a role he held from January 2011 to April 2014. He was responsible for designing, building, operating and expanding Wal-Mart's eCommerce platforms globally. From January 2006 to December 2010, Mr. Rosen was Senior Vice President of Information Systems, with responsibility for Wal-Mart's global merchandising, supply chain and store systems. He also held senior leadership positions for Wal-Mart's international business unit and Ernst & Young LLP.

Harmit Singh is currently serving as our Executive Vice President and Chief Financial Officer, a position he has held since January 2013. Previously, Mr. Singh, was Executive Vice President and Chief Financial Officer of Hyatt Hotels Corporation from August 2008 to December 2012. Prior to that, he spent 14 years at Yum! Brands, Inc. in a variety of roles including Senior Vice President and Chief Financial Officer of Yum Restaurants International from 2005 to 2008. Before joining Yum!, Mr. Singh worked in various financial capacities for American Express India & Area Countries, a worldwide travel, financial and network services company. Mr. Singh served on the board of directors and was also the Audit Committee Chair of Avendra, LLC through August 2012. Mr. Singh is a Chartered Accountant from India.

Our Board of Directors

Our board of directors currently has eleven members. Our board is divided into three classes with directors elected for overlapping three-year terms. The term for directors in Class I (Ms. Beraud, Mr. Fleischer and Mr. Neal) will end at our annual stockholders' meeting in 2017. The term for directors in Class II (Ms. Castagna, Mrs. Haas, Mr. P. E. Haas Jr. and Ms. Ming) will end at our annual stockholders' meeting in 2015. As previously announced, Ms. Castagna has decided not to stand for re-election when her term expires at the 2015 annual meeting of stockholders. The term for directors in Class III (Mr. Alstead, Mr. Bergh, Mr. Eckert and Ms. Pineda) will end at our annual stockholders' meeting in 2016.

Committees. Our board of directors has four standing committees.

- **Audit.** Our Audit Committee provides assistance to the board in the board's oversight of the integrity of our financial statements, financial reporting processes, internal controls systems and compliance with legal requirements. The committee meets with our management regularly to discuss our critical accounting policies, internal controls and financial reporting process and our financial reports to the public. The committee also meets with our independent registered public accounting firm and with our financial personnel and internal auditors regarding these matters. The committee also examines the independence and performance of our internal auditors and our independent registered public accounting firm. The committee has sole and direct authority to engage, appoint, evaluate and replace our independent auditor. Both our independent registered public accounting firm and our internal auditors regularly meet privately with this committee and have unrestricted access to the committee. The Audit Committee held eight meetings during 2014.
 - Members: Mr. Alstead (Chair), Ms. Beraud, Ms. Castagna, Ms. Ming and Mr. Fleischer.
- Each of Messrs. Alstead and Fleischer have been determined to be our Audit Committee financial experts as currently defined under SEC rules. We believe that the composition of our Audit Committee meets the criteria for independence under, and the functioning of our Audit Committee complies with the applicable requirements of, the Sarbanes-Oxley Act and SEC rules and regulations.
- **Finance.** Our Finance Committee provides assistance to the board in the board's oversight of our financial condition and management, financing strategies and execution and relationships with stockholders, creditors and other members of the financial community. The Finance Committee held six meetings in 2014 and otherwise acted by unanimous written consent.
 - Members: Mr. Fleischer (Chair), Ms. Beraud and Mrs. Haas.
- **Human Resources.** Our Human Resources Committee provides assistance to the board in the board's oversight of our compensation, benefits and human resources programs and of senior management performance, composition and compensation. The committee reviews our compensation objectives and performance against those objectives, reviews market conditions and practices and our strategy and processes for making compensation decisions and approves (or, in the case of our chief executive officer, recommends to the Board) the annual and long term compensation for our executive officers, including our long term incentive compensation plans. The committee also reviews our succession planning, diversity and benefit plans. The Human Resources Committee held three meetings in 2014.
 - Members: Mr. Eckert (Chair), Mr. Alstead, Ms. Castagna, Mr. P.E. Haas Jr. and Ms. Pineda.

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- *Nominating, Governance and Corporate Citizenship.* Our Nominating, Governance and Corporate Citizenship Committee is responsible for identifying qualified candidates for our board of directors and making recommendations regarding the size and composition of the board. In addition, the committee is responsible for overseeing our corporate governance matters, reporting and making recommendations to the board concerning corporate governance matters, reviewing the performance of our chairman and chief executive officer and determining director compensation. The committee also assists the board with oversight and review of corporate citizenship and sustainability matters which may have a significant impact on the Company. The Nominating, Governance and Corporate Citizenship Committee held five meetings in 2014.
 - Members: Mr. Neal (Chair), Mr. Eckert, Mrs. Haas, Mr. P.E. Haas Jr. and Ms. Pineda.

Board Composition and Risk Management Practices

Board Leadership

While our by-laws do not require separation of the offices of chairman and chief executive officer, these positions are held by different individuals. The Board believes that the separation of the roles of chairman and chief executive officer is a matter to be addressed as part of the succession planning process for those roles and that it is in the best interests of the Company for the board, upon the review and advice of the Nominating, Governance and Corporate Citizenship Committee, to make such a determination when it elects a new chairman or chief executive officer or otherwise as the circumstances may require.

Board Selection Criteria

According to the board's written membership policy, the board seeks directors who are committed to the values of the Company and are, by reason of their character, judgment, knowledge and experience, capable of contributing to the effective governance of the Company. Additionally, the board is committed to maintaining a diverse and engaged board of directors composed of both stockholders and non-stockholders. Upon any vacancy on the board, it seeks to fill that vacancy with any specific skills, experiences or attributes that will enhance the overall perspective or functioning of the board.

Board's Role in Risk Management

Management is responsible for the day-to-day management of the risks facing the Company, while the board, as a whole and through its committees, has responsibility for the oversight of risk management. Management engages the board in discussions concerning risk periodically and as needed, and addresses the topic as part of the annual planning discussions where the board and management review key risks to the Company's plans and strategies and the mitigation plans for those risks. In addition, the Audit Committee of the board has the responsibility to review the Company's major financial risk exposures and the steps management has taken to monitor and control such exposures, with management, the senior internal auditing executive and the independent registered public accounting firm.

Worldwide Code of Business Conduct

We have a Worldwide Code of Business Conduct which applies to all of our directors and employees, including the chief executive officer, the chief financial officer, the controller and our other senior financial officers. The Worldwide Code of Business Conduct covers a number of topics including:

- accounting practices and financial communications;
- conflicts of interest;
- confidentiality;
- corporate opportunities;
- insider trading; and
- compliance with laws.

A copy of the Worldwide Code of Business Conduct is an exhibit to this Annual Report on Form 10-K.

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Item 11. EXECUTIVE COMPENSATION

COMPENSATION DISCUSSION AND ANALYSIS FOR NAMED EXECUTIVE OFFICERS

The Compensation Discussion and Analysis describes our compensation program, the compensation decisions we made under our program, and the reasoning underlying those decisions. This discussion and analysis focuses on the compensation of our named executive officers, who in fiscal 2014 were:

- Charles V. Bergh, President and Chief Executive Officer ("CEO")
- Harmit Singh, Executive Vice President and Chief Financial Officer ("CFO")
- Roy Bagattini, Executive Vice President and President, Asia, Middle East & Africa
- Craig Nomura, Executive Vice President and President, Global Retail
- Anne Rohosy, Executive Vice President and President, Americas

Our compensation policies and programs are designed to support the achievement of our strategic business plans by attracting, retaining and motivating exceptional talent. Our ability to compete effectively in the marketplace depends on the knowledge, capabilities and integrity of our leaders. Our compensation programs help create a high-performance, outcome-driven and principled culture by holding leaders accountable for delivering results, developing our employees and exemplifying our core values. In addition, we believe that our compensation policies and programs for leaders and employees do not promote risk-taking to any degree that would have a material adverse effect on the company.

The Human Resources Committee (the "HR Committee") of our Board of Directors (the "Board") is responsible for overseeing our executive compensation practices. Each year, the HR Committee conducts a review of our compensation and benefits programs to assess whether the programs are aligned with our business strategies, the competitive practices of our peer companies and our stockholders' interests.

Compensation Philosophy and Objectives

Our executive compensation philosophy, which also applies to all members of our Worldwide Leadership Team, focuses on the following key goals:

- Attract, motivate and retain high performing talent in an extremely competitive marketplace
 - Our ability to achieve our strategic business plans and compete effectively in the marketplace is based on our ability to attract, motivate and retain exceptional leadership talent in a highly competitive talent market.
- Deliver competitive compensation for achievement of annual and long-term results
 - We provide competitive total compensation opportunities that are intended to attract, motivate and retain a highly capable and results-driven executive team, with the majority of compensation based on the achievements of long-term performance results.
- Align the interests of our executives with those of our stockholders
 - Our programs offer compensation incentives that are intended to motivate executives to enhance total stockholder return. These programs align certain elements of compensation with our achievement of corporate growth objectives (including defined financial targets and increases in stockholder value) as well as individual performance.

Policies and Practices for Establishing Compensation Packages

Establishing the elements of compensation

The HR Committee establishes the elements of compensation for our executives after an extensive review of market data on the executives from the peer group described below. The HR Committee reviews each element of compensation independently and in the aggregate to determine the right mix of elements, and associated amounts, for each executive that it believes best helps us further our goals of motivating and retaining our executives, achieving our strategic business plans, and enhancing total stockholder return.

A consistent approach is used for all executives when establishing each compensation element. However, the HR Committee, and the Board for the CEO, maintains flexibility to exercise its independent judgment in how it applies the standard approach to each executive, taking into account unique considerations existing at an executive's time of hire, promotion or annual performance review, and the current and future estimated value of previously granted long-term incentives, both performance and time-vesting.

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Competitive peer group

In determining the design and the amount of each element of compensation, the HR Committee conducts a thorough annual review of competitive market information. The HR Committee reviews data provided by Aon Hewitt concerning peer companies in the consumer products, apparel and retail industry segments. The peer group is comprised of companies with median revenue and other industry related characteristics (such as apparel, retail and select consumer products companies with premium branded products) that are comparable to us and, more importantly, that we compete with for executive talent. The 2014 peer group used in establishing our executives' 2014 compensation packages is presented below.

Company Name

Abercrombie & Fitch Co.*	Hanesbrands Inc.*
Aéropostale, Inc.*	Hasbro, Inc.
American Eagle Outfitters, Inc.*	J. C. Penney Company, Inc.
ANN INC.*	The Jones Group Inc.*
Avon Products, Inc.	L Brands, Inc. (formerly Limited Brands, Inc.)*
Burberry Group Plc	Mattel, Inc.
The Clorox Company	NIKE, Inc.*
Coach, Inc.*	Nordstrom, Inc.
Dillard's, Inc.	PVH Corp.*
The Estée Lauder Companies Inc.	Ralph Lauren Corporation*
Foot Locker, Inc.	Tiffany & Co.
The Gap, Inc.*	VF Corporation*
Guess? Inc.*	Williams-Sonoma, Inc.

In addition to the companies noted with an asterisk (*) in the table above, the following companies are part of an expanded peer group for purposes of measuring total shareholder return for the performance-based stock appreciations rights granted in 2014 that are further described below under "Performance-Based SARs".

Company Name

adidas AG	HUGO BOSS AG
Ascena Retail Group Inc.	INDUSTRIA DE DISEÑO TEXTIL, S.A.
Billabong International Limited	Lands' End, Inc.
Carter's, Inc.	lululemon athletica Inc.
Chico's FAS Inc.	LVMH Moet Hennessy-Louis Vuitton
Christopher & Banks Corp.	NEXT plc
Columbia Sportswear Co.	Oxford Industries Inc.
Esprit Holdings Limited	Pacific Sunwear of California Inc.
Express Inc.	Perry Ellis, International Inc.
Kate Spade & Company (formerly Fifth & Pacific Companies, Inc.)	Quiksilver Inc.
Fossil Group Inc.	Skechers U.S.A. Inc.
Gerry Weber International AG	The Cato Corporation
G III Apparel Group, Ltd.	The Children's Place, Inc.
Gildan Activewear Inc.	Under Armour, Inc.
H & M Hennes & Mauritz AB	Urban Outfitters, Inc.
Hermès International Société en Commandite par Actions	Wolverine World Wide Inc.
Hot Topic, Inc.	

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Establishing compensation for executives other than the CEO

While the HR Committee uses peer group market data percentiles as reference points in setting executive compensation, the HR Committee does not target specific benchmark percentiles for any element of compensation or total direct compensation for the executive officers (including the CEO). Instead, the HR Committee uses a number of factors in determining compensation for our executives in a manner that it believes best helps us further our goals of motivating and retaining our executives, achieving our strategic business plans, and enhancing total stockholder return. The factors considered in establishing compensation for our executives include, among others, our performance, the individual's performance in the prior year, the scope of each individual's responsibilities, internal and external pay equity, the guidelines used for setting annual cash, long-term and total compensation for the executives, succession planning strategies, and data regarding pay practices and trends.

The CEO conducts an annual performance review of each executive and makes recommendations to the HR Committee about the structure of the executive compensation program and individual arrangements. The CEO is generally present at HR Committee meetings when compensation, other than his own, is considered and approved.

The HR Committee carefully considers the CEO's recommendation and consults with its consultant, Exequity, an independent board advisor firm, which informs the HR Committee of market trends and conditions, comments on market data relative to each executive's current compensation, and provides perspective on other company executive compensation practices. The HR committee approves all compensation decisions affecting the executives, other than that of the CEO which is approved by the full Board. The HR Committee then reports on its decisions to the full Board.

Establishing the CEO compensation package

At the completion of each year, the Nominating, Governance and Corporate Citizenship Committee (the "NG&CC Committee") assesses the CEO's performance against annual objectives that were established jointly by the CEO and the NG&CC Committee at the beginning of that year, and submits its performance assessment to the HR Committee. The HR Committee then reviews the performance assessment and peer group compensation data in its deliberations. During this decision-making process, the HR Committee consults with its consultant, Exequity, which informs the HR Committee of market trends and conditions, comments on market data relative to the CEO's current compensation, and provides perspective on other companies' CEO compensation practices. Based on all of these inputs, the company's performance, and the guidelines used for setting annual cash, long-term and total compensation for the other executives, the HR Committee prepares a recommendation to the full Board on all aspects of the CEO's compensation. The full Board then considers the HR Committee's recommendation and approves the final compensation package for the CEO.

Role of the Compensation Consultant in compensation decisions

The HR Committee has also engaged Exequity to provide the HR Committee with periodic advice on the compensation program structure and individual compensation arrangements for all executives. The consultant was selected by the HR Committee in its sole discretion and does not provide any other services to the Company. The consultant attends HR Committee meetings from time to time, presents an annual briefing on general and retail-industry compensation trends and developments, and is also available to the HR Committee outside of meetings as necessary. The consultant reports directly to the HR Committee, although the consultant meets with management from time to time to obtain information necessary to advise the HR Committee.

In addition, the HR Committee periodically reviews its relationship with its independent compensation consultant. The HR Committee believes that the consultant it retains is able to provide it with independent advice.

Elements of Compensation

The primary elements of compensation for our executives including our named executive officers are:

- Base Salary;
- Annual Incentive Plan Awards; and
- Long-Term Incentive Awards.

Base Salary

The objective of base salary is to reward each executive for their current contributions to the Company, reflect the scope of the executives' roles and responsibilities and compensate each executive for their expected day-to-day performance, as well as provide fixed compensation that reflects what the market pays to individuals in similar roles with comparable experience. The peer group data serves as a general guideline only. The HR Committee, and for the CEO, the Board, retains the authority to exercise its independent judgment in establishing the base salary levels for each executive. The HR Committee reviews base salaries for

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executives on an annual basis in the first fiscal quarter considering the factors described above under “Establishing compensation for executives other than the CEO,” and as needed in connection with promotions or other changes in responsibilities. The table below summarizes base salaries during fiscal 2014, and changes that occurred during the year for our named executive officers.

Name	Base Salary as of November 30, 2014 ⁽¹⁾	Base Salary as of November 24, 2013
Charles V. Bergh	\$ 1,280,000	\$ 1,250,000
Harmit Singh	700,000	675,000
Roy Bagattini ⁽¹⁾	650,902	636,260
Craig Nomura ⁽²⁾	580,000	N/A
Anne Rohosy	720,000	700,000

(1) Mr. Bagattini was paid in Singapore Dollars (SGD). For purposes of this table, an exchange rate of 0.7746, which is the average exchange rate for November 2014, was used to convert Mr. Bagattini's base salary (SGD 840,307 as of November 30, 2014, and SGD 821,405 as of November 24, 2013) to U.S. Dollars.

(2) Mr. Nomura joined the Company in February 2014 as the Executive Vice President & President, Global Retail.

(3) The base salary for each of Messrs. Bergh, Singh, and Ms. Rohosy were increased in February 2014 as part of the annual review to position each appropriately relative to the other executives of the Company.

Annual Incentive Plan

Our Annual Incentive Plan (“AIP”) provides the executives, and other eligible employees, an opportunity to share in any success that they help create by aligning annual incentive compensation with annual performance. The AIP encourages the achievement of our internal annual business goals and rewards Company, business unit and individual performance against those annual objectives. The alignment of AIP with our internal annual business goals is intended to motivate all participants to achieve and exceed our annual performance objectives. Actual AIP bonus payments were based on the following two components:

Financial performance

- 75% of their total opportunity was based on financial performance of the Company or a combination of Company (weighted 50%) and business unit (weighted 25%) performance for business unit executives. Company and business unit financial performance is based 50% on earnings before interest and taxes (“EBIT”), 25% on free cash flow and 25% on net revenues. Performance measures are described in more detail below under “Performance measures.”

Individual performance

- 25% of their total opportunity was based on individual objectives, to recognize achievement of other organizational goals.

Financial performance above threshold is required before any bonus payout is made to executives.

The table below describes the target AIP participation rate and potential AIP payout range for each named executive officer. Mr. Bergh's AIP target percentage of base salary was higher to ensure competitiveness and to recognize the impact of his role relative to the other executives.

Name	2014 AIP Participation Rate as a Percentage of Base Salary (Target)	Potential AIP Payout Range as a Percentage of Base Salary
Charles V. Bergh	150%	0 – 300%
Harmit Singh	80%	0 – 160%
Roy Bagattini	70%	0 – 140%
Craig Nomura ⁽¹⁾	70%	70 – 140%
Anne Rohosy	80%	0 – 160%

(1) Pursuant to his employment arrangement, Mr. Nomura was guaranteed a minimum AIP payment for fiscal 2014 equal to his target payout.

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Performance measures

Our priorities for 2014 were to drive business growth and create stockholder value. Our 2014 AIP funding goals were aligned with these key priorities through the use of three performance measures:

- *EBIT*, a non-GAAP measure that is determined by deducting from operating income, as determined under generally accepted accounting principles in the United States (“GAAP”), the following: restructuring expense, net curtailment gains and losses from our post retirement medical plan in the United States and pension plans worldwide, and certain management-defined unusual, non-recurring selling, general and administrative expense/income items;
- *Free cash flow*, a non-GAAP measure defined as cash flow generated from Company operations minus capital expenditures minus dividends paid; and
- *Net revenues*, a GAAP measure defined as gross product sales minus returns, discounts and allowances, plus licensing revenue.

We used these measures because we believe they are key drivers in increasing stockholder value and because every AIP participant can impact them in some way. EBIT and free cash flow are used as indicators of our earnings and operating cash flow performance, and net revenues is used as an indicator of our growth. These measures may change from time to time based on business priorities. The HR Committee approves the goals for each measure and the respective funding scale each year. The reward for meeting the AIP goals is set by the HR Committee. If goal levels are not met, but financial performance reaches minimum thresholds, participants may receive partial payouts to recognize their efforts that contributed to Company and/or business unit performance.

The table below shows the 2014 goals at target for each of our three performance measures and the actual 2014 payout percentage reflecting the total Company performance. In the case of Messrs. Bergh and Singh, 75% of their total AIP opportunity was based on financial performance of the Company. For Messrs. Bagattini, Nomura, and Ms. Rohosy, a combination of Company (weighted 50%) and their respective business unit performance (weighted 25%) was used to calculate their actual financial performance achievement. EBIT, free cash flow, and net revenues goals for each business unit were set using the same methodology as the Company goals.

	EBIT Goal	Free Cash Flow Goal	Net Revenues Goal	Actual Percentage Achieved After Adjustments*
	(Dollars in millions)			
Total Company	\$497	\$190	\$4,844	111%

* The actual percentage achieved results are weighted 50% on EBIT and 25% for Free Cash Flow and Net Revenues, respectively. Actual results also excludes the impact of foreign currency exchange rate fluctuations on our business results. See “Actual AIP awards” below for details of the calculation.

At the close of the fiscal year, the HR Committee reviews and approves the final AIP payout results based on the level of attainment of the designated financial measures at the business unit and total Company levels. The Committee's review includes an analysis of the fundamentals of the underlying business performance and adjustments for items that are not indicative of ongoing results. Such adjustments may include external factors or internal business decisions that may have impacted financial results during the year. For example, EBIT, free cash flow and net revenues are expressed in constant currencies (*i.e.*, excluding the effects of foreign currency translation), since we believe that period-to-period changes in foreign exchange rates can cause our reported results to appear more or less favorable than business fundamentals indicate.

Individual performance measures

Executives were eligible to receive bonuses based on individual performance. For executives other than the CEO, individual performance and resulting individual performance payout percentage is based on the CEO's assessment of the executive's performance against his or her annual objectives and performance relative to his or her internal peers. The CEO's individual performance is based on the HR Committee's assessment of Mr. Bergh's performance against his annual objectives, including the feedback from the Nominating, Governance and Corporate Citizenship Committee, and the HR Committee's assessment of his leadership in 2014. During this decision-making process, the HR Committee consults with its consultant Exequity. Based on all of these inputs, the HR Committee prepares a recommendation to the full Board on the CEO's individual performance. The full Board then considers the HR Committee's recommendation and approves the final individual performance payout percentage for the CEO. Individual annual objectives include non-financial goals which are not stated in quantitative terms, and a particular weighting is not assigned to any one of these individual goals. The non-financial objectives are not established in terms of how

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difficult or easy they are to attain; rather, they are taken into account in assessing the overall quality of the individual's performance. For fiscal 2014, these objectives consisted of initiatives that focused on five key behaviors: (1) understanding the Company's business in the context of the market, (2) owning and delivering on commitments, (3) placing Company success over individual or group success, (4) collaboration, and (5) leading by positive example.

Actual AIP awards

For fiscal 2014, financial performance applicable to each named executive officer was mixed, and AIP payouts reflect the different performance outcomes. The table below shows the inputs used for the calculation of the actual bonus for fiscal 2014 for each eligible named executive officer.

Name	Base Salary	AIP Target	Actual Percentage Achieved: Total Company	Actual Percentage Achieved: Business Unit	Actual Percentage Achieved: Individual Performance	Actual Bonus ⁽¹⁾
Charles V. Bergh	\$ 1,280,000	150%	111%	N/A	140%	\$ 2,270,400
Harmit Singh	700,000	80%	111%	N/A	150%	676,200
Roy Bagattini ⁽²⁾	650,902	70%	111%	119%	130%	536,506
Craig Nomura ⁽³⁾	470,566	70%	111%	143%	50%	406,000
Anne Rohosy	720,000	80%	111%	69%	—	419,040

(1) Except for Messrs. Bergh and Singh where Total Company performance is weighted 75%, Total Company performance is weighted 50% and Business Unit performance is weighted 25%. For all executives, Individual Performance is weighted 25%.

(2) Mr. Bagattini was paid in Singapore Dollars (SGD). For presentation purposes of this table, his base salary of SGD 840,297 and bonus of SGD 692,623 was converted into U.S. Dollars using an exchange rate of 0.7746, which is the average exchange rate for November 2014.

(3) Mr. Nomura's prorated bonus is \$341,749, based on his February 2014 start date. However, per his offer letter, his bonus is guaranteed to be at least equal to target (\$406,000).

Long-Term Incentives

The HR Committee believes a large part of an executive's compensation should be linked to long-term stockholder value creation as an incentive for sustained, profitable growth. Therefore, our long-term incentives for our executives are in the form of equity awards, both performance and time-vested, and provide reward opportunities competitive with those offered by companies in the peer group for similar jobs. Consistent with the other elements of compensation, the HR Committee does not target specific benchmark percentiles for long-term incentive awards for our executives and uses a number of factors in establishing the long-term incentive award levels for each individual including a review of each individual's accumulated vested and unvested awards, the current and potential realizable value over time using stock appreciation assumptions, vesting schedules, comparison of individual awards between executives and in relation to other compensation elements, market data, stockholder dilution and accounting expense. Should we deliver against our long-term goals, the long-term equity incentive awards become a significant portion of the total compensation of each executive. For more information on the 2014 long-term equity grants, see the 2014 Grants of Plan-Based Awards table. Stock-based awards are granted under our omnibus 2006 Equity Incentive Plan, as amended to date ("EIP") that enables the HR Committee to select from a variety of stock awards, including stock options, restricted stock and restricted stock units, and time-vested as well as performance-based stock appreciation rights ("SARs").

Stock Appreciation Rights

Stock settled SARs are the primary form of equity granted to our executives under the EIP. SARs are typically granted annually (or, in the case of new executives, at the HR Committee meeting held in February or July following the date they join the Company or first become an executive) with four-year vesting periods and exercise periods of up to seven years. (See the table entitled "Outstanding Equity Awards at 2014 Fiscal Year-End" for details concerning the SARs' vesting schedule, including any individual variations from the typical four-year vesting period.) During fiscal 2014, time-based SARs with a four-year vesting period accounted for 60% of each executive's total 2014 annual SAR grant value. The HR Committee chose to grant SARs to align the interests of executives to our stockholders. SARs provide value to the executive only if the price of our stock increases. The terms of the SAR grants made to our executives to date provide for stock settlement only. When a SAR is exercised and settled in stock, the shares issued are subject to the terms of the Stockholders' Agreement, including restrictions on transfer. After the participant has held the shares issued under the EIP for six months, he or she may require the Company to repurchase, or the Company may require the participant to sell to the Company, those shares of common stock. The Company's obligations under the EIP are subject to certain restrictive covenants in our various debt agreements (see Note 6 to our audited consolidated financial statements included in this report for more details).

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Performance-based SARs

During fiscal 2013, the HR Committee introduced and awarded performance-based SARs with the objective of driving greater accountability for the achievement of the strategic plan of the Company and long-term value creation for stockholders. During fiscal 2014, performance-based SARs again accounted for 40% of each executive's total 2014 annual SAR grant value. The key features of the 2014 performance-based SARs are described below:

- Each executive is eligible to receive an annual performance-based SAR award. Performance-based SARs give the executive the right (subject to HR Committee discretion to reduce but not increase awards) to vest in a number of SARs based on achievement against performance goals over a three year performance period. Actual shares that will vest, if any, will vary based on achievement of the performance goals at the end of the three years. The three-year performance period was designed to discourage short-term risk taking and reinforce the link between the interests of our stockholders and our executives over the long-term.
- 50% of the number of actual performance-based SARs that vest at the end of three years is based on the following two internal performance metrics: 1) the Company's average margin of net earnings over the three-year period adjusted for certain items such as interest and taxes, and 2) the target compound annual growth rate in the Company's net revenues over the three-year period covering fiscal 2014 through fiscal 2016. The potential payout range as a percentage of this portion of the target award is 0% to 150%.
- The remaining 50% of the number of actual performance-based SARs that vest is based on the Company's total shareholder return ("TSR") over the three-year period covering fiscal 2014 through fiscal 2016 relative to the expanded peer group approved by the HR Committee in December 2013 as listed above under "Competitive peer group". The potential payout range as a percentage of this portion of the target award is 0% to 150%.
- If earned at target, 100% of the performance-based SARs vest at the end of the three-year performance period.

Similar to our SARs that are not performance-based, performance-based SARs that vest will only provide value to the extent that the price of our stock increases.

Long-term incentive grant practices

The Company does not have any program, plan, or practice to time equity grants to take advantage of the release of material, non-public information. The Company's common stock is not listed on any stock exchange. Accordingly, the price of a share of our common stock for all purposes, including setting the grant price of SARs, is established by the Board based on an independent third-party valuation conducted by Evercore Group LLC ("Evercore"). The valuation process is typically conducted two times a year with interim valuations occurring from time to time based on stockholder and Company needs. Equity grants are made in connection with compensation decisions made by the HR Committee and the timing of the Evercore valuation process, and are made under the terms of the EIP. Please see "Stock-Based Compensation" under Note 1 to our audited consolidated financial statements included in this report for more information about the valuation process.

Benefits and Perquisites

Executives generally are eligible for the same health and welfare insurance plans offered to all employees such as medical, dental, supplemental life, long-term disability and business travel insurance. In addition, although not a significant part of total compensation, the Company provides limited perquisites to executives. The primary perquisite provided to the executives is a flexible allowance to cover expenses such as auto-related expenses, financial and tax planning, legal assistance and excess medical costs. The Company also requires and pays for an annual medical exam for its executives and other members of its worldwide leadership team. Like many of the companies in the peer group, the Company also offers a non-qualified supplement to the 401(k) plan, which is not subject to the IRS and ERISA limitations, through the Deferred Compensation Plan for Executives and Outside Directors. The Deferred Compensation Plan for Executives and Outside Directors is a U.S. non-qualified, unfunded tax deferred savings plan provided to senior level executives including the executives, and the outside directors.

We entered into an employment arrangement with Mr. Bagattini, who is based in Singapore, in connection with his becoming the Executive Vice President & President of our Asia region, to provide him certain benefits under our global assignment program, including a housing allowance to cover the cost of his rent and utilities. In addition, as an Italian citizen, he does not participate in the local retirement plan offered in Singapore. Mr. Bagattini participates in an international supplemental retirement savings plan designed for globally mobile employees. The Company contributes 14% of Mr. Bagattini's annual base salary on his behalf to such plan. Mr. Bagattini may voluntarily contribute funds to this plan above and beyond what the Company contributes on his behalf. The Company's contribution is grossed up to provide a tax-advantaged contribution. As a participant under this plan, Mr. Bagattini may direct investments similar to a 401(k) plan. Mr. Bagattini is allowed to make partial withdrawals from the plan two times per calendar year.

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The benefits and perquisites received by our named executive officers and their value are described in more detail in the footnotes to the Summary Compensation Table.

Tax and Accounting Considerations

We have structured our compensation program in a manner intended to comply with Internal Revenue Code Section 409A. Because our common stock is not registered on any exchange, we are not subject to Section 162(m) of the Internal Revenue Code.

Severance and Change in Control Benefits

The terms of Mr. Bergh's severance and change in control benefits were determined through negotiations of his employment agreement in 2011 at the time he was hired. As part of these negotiations, the HR Committee determined that the benefits and structure of these benefits were within normal competitive practice, reasonable and appropriate for the circumstances, and necessary to attract Mr. Bergh to the Company. Enhanced termination benefits in the case of a change in control of the Company were included in his employment agreement for the same reasons and to help ensure retention of Mr. Bergh in the case of a potential or actual change in control.

For executives other than Mr. Bergh, we maintain an Executive Severance Plan that is meant to provide a reasonable and competitive level of financial transitional support to executives who are involuntarily terminated. If an executive's employment is involuntarily terminated by the Company due to reduction in force, layoff or position elimination, the executive is eligible for severance payments and benefits. Severance benefits are not payable upon a change in control if the executive is still employed by or offered a comparable position with the surviving entity.

While compensation decisions affect potential payouts under these severance arrangements, these arrangements generally did not affect such decisions as these severance provisions are conditional and may never come into effect.

More information about the severance benefits payable to our named executive officers under the Executive Severance Plan and to Mr. Bergh under his employment agreement is set forth in the sections entitled "Potential Payments Upon Termination Or Change In Control" and "Employment Contracts."

Under the 2006 EIP, in the event of a change in control in which the surviving corporation does not assume or continue the outstanding SARs program or substitute similar awards for such outstanding SARs, the vesting schedule of all SARs held by executives that are still employed upon the change in control will be accelerated in full as of a date prior to the effective date of the transaction as the Board determines. This accelerated vesting structure is designed to encourage the executives to remain employed with the Company through the date of the change in control and to ensure that the equity incentives awarded to the executives are not eliminated by the surviving company.

Compensation Committee Report

The Human Resources Committee has reviewed and discussed the Compensation Discussion and Analysis with management. Based on the review and discussion, the Committee recommends to the Board of Directors that the Compensation Discussion and Analysis be included in the Company's annual report on Form 10-K for the fiscal year ended November 30, 2014.

The Human Resources Committee

Robert Eckert (Chair)

Vanessa J. Castagna

Peter E. Haas Jr.

Patricia Salas Pineda

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SUMMARY COMPENSATION DATA

The following table provides compensation information for (i) our chief executive officer, (ii) our chief financial officer, and (iii) three other executive officers who were our most highly compensated executive officers and who were serving as executive officers as of the last day of the fiscal year ended November 30, 2014. The table also shows compensation information for fiscal 2013 and fiscal 2012, which ended November 24, 2013, and November 25, 2012, respectively, for those current named executive officers who also were named executive officers in either of those years.

Name and Principal Position ⁽¹⁾	Year	Salary ⁽²⁾	Bonus ⁽³⁾	Option Awards ⁽⁴⁾	Non-Equity Incentive Plan Compensation ⁽⁵⁾	Change in Pension Value and Non-qualified Deferred Compensation Earnings ⁽⁶⁾	All Other Compensation ⁽⁷⁾	Total
Charles V. Bergh								
President and Chief Executive Officer	2014	\$ 1,298,846	\$ —	\$ 5,793,629	\$ 2,270,400	\$ —	\$ 312,374	\$ 9,675,249
	2013	1,239,615	—	5,824,736	2,257,500	—	248,406	9,570,257
	2012	1,200,000	—	10,159,786	1,500,000	—	141,842	13,001,628
Harmit Singh								
Executive Vice President and Chief Financial Officer	2014	\$ 708,654	\$ —	\$ 1,321,350	\$ 676,200	\$ —	\$ 38,587	\$ 2,744,791
	2013	578,942	250,000	1,328,443	580,500	—	187,709	2,925,594
Roy Bagattini								
Executive Vice President and President, Asia, Middle East and Africa	2014	\$ 608,053	\$ 244,713	\$ 686,077	\$ 536,506	\$ —	\$ 449,647	\$ 2,524,996
	2013	328,465	254,000	740,390	513,139	—	275,722	2,111,716
Craig Nomura								
Executive Vice President and President, Global Retail	2014	\$ 472,923	\$ 580,000	\$ 965,605	\$ 406,000	\$ —	\$ 11,621	\$ 2,436,149
Anne Rohosy								
Executive Vice President and President, Americas	2014	\$ 730,000	\$ —	\$ 1,118,056	\$ 419,040	\$ —	\$ 141,443	\$ 2,408,539
	2013	694,808	—	1,021,884	848,150	—	110,570	2,675,412
	2012	626,538	—	824,250	510,300	—	162,791	2,123,879

(1) In January 2013, Mr. Singh was appointed as Executive Vice President and Chief Financial Officer of the Company.

In June 2013, Mr. Bagattini joined the Company and currently serves as Executive Vice President and President of the Asia region. Mr. Bagattini's cash compensation is paid in Singapore Dollars (SGD). For presentation purposes, his compensation was converted into U.S. Dollars using an exchange rate of 0.7746, which is the average exchange rate for November 2014.

In February 2014, Mr. Nomura joined the Company as Executive Vice President and President of Global Retail.

(2) Due to the 53rd week for fiscal 2014, amounts in the table include an extra week of salary for each executive.

(3) Mr. Singh received a new hire sign-on bonus of \$250,000 in January 2013.

Mr. Bagattini received the second and final installment (SGD 315,925) of a new hire sign-on bonus of \$500,000 in June 2014. For presentation purposes, this amount was converted into U.S. Dollars using an exchange rate of 0.7746, which is the average exchange rate for November 2014.

Mr. Nomura received the first installment (\$580,000) of a new hire sign-on bonus of \$880,000 in February 2014.

(4) These amounts reflect the aggregate grant date fair value of SARs, including performance-based SARs, granted to the recipient under the Company's 2006 Equity Incentive Plan, computed in accordance with FASB ASC 718. These amounts reflect the grant date fair value, and do not represent the actual value that may be realized by the executives. For 2014, this column includes the grant date fair value of the target number of performance-based SARs that may be earned for the three-year performance period beginning with fiscal 2014. For a description of the assumptions used to determine the compensation cost of our awards, see Notes 1 and 11 of the audited consolidated financial statements. Please refer to the Grants of Plan-Based Awards table in this report and in our 2013 and 2012 Annual Report on Form 10-K for information on awards actually granted in fiscal 2013 and 2012.

(5) The amounts in this column reflect the non-equity amounts earned by the executives under the Company's annual incentive plan ("AIP").

(6) No above-market or preferential interest rate options are available under our deferred compensation programs. Please refer to the Non-Qualified Deferred Compensation table for additional information on deferred compensation earnings.

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(7) The amounts shown in the All Other Compensation column for fiscal 2014 are detailed in the table below:

Name	Executive Perquisites (a)	Relocation (b)	401(k) Plan Match (c)	Deferred Compensation Match (d)	Tax Payments (e)	Charitable Match (f)	Total
Charles V. Bergh	\$ 35,845	\$ —	\$ 19,500	\$ 249,029	\$ —	\$ 8,000	\$ 312,374
Harmit Singh	20,092	2,880	14,135	—	1,480	—	38,587
Roy Bagattini	122,315	225,132	84,826	—	17,374	—	449,647
Craig Nomura	11,471	—	—	—	—	150	11,621
Anne Rohosy	20,092	—	21,413	99,938	—	—	141,443

Please refer to “Compensation Discussion and Analysis for Named Executive Officers” for more details on the items in the table above.

- (a) For Mr. Bergh, this amount reflects a payment for home security services, parking, health club membership subsidy, an allowance of \$15,000 intended to cover legal, financial and/or other incidental business related expenses, and a car allowance of \$14,733. For Mr. Singh, and Ms. Rohosy, this amount reflects parking, health club membership subsidy, and an allowance of \$15,000 intended to cover legal, financial and/or other incidental business related expenses. For Mr. Nomura, this amount reflects parking, health club membership subsidy, and a cash allowance intended to cover legal, financial and/or other incidental business related expenses. For Mr. Bagattini, this amount reflects an allowance of \$14,683 intended to cover legal, financial and/or other incidental business related expenses, parking and a car allowance of \$61,110 and \$19,892 for a club membership, a typical benefit provided to executives in Singapore and \$26,631 for tuition costs for his children, a benefit he received in connection with his international assignment. For presentation purposes, his payments in this table were converted into U.S. Dollars using an exchange rate of 0.7746, which is the average exchange rate for the last month of the Company’s 2014 fiscal year.
- (b) For Mr. Singh, these amounts reflect costs in connection with relocation assistance. For Mr. Bagattini, this amount reflects \$22,630 for travel costs in connection with home leave benefits and \$202,502 for housing and utilities assistance in connection with his international assignment.
- (c) These amounts reflect Company matching contributions under the Company’s 401(k) Plan. For Mr. Bagattini, this amount reflects the Company’s contribution to an international supplemental retirement savings plan. For additional information about Mr. Bagattini’s supplemental retirement savings plan, see “Compensation Discussion and Analysis for Named Executive Officers.”
- (d) These amounts reflect Company matching contributions under the Company’s Deferred Compensation Plan.
- (e) For Mr. Singh, these amounts reflect tax reimbursements in connection with relocation expenses. For Mr. Bagattini, this amount reflects tax reimbursements on his contributions to the international supplemental retirement savings plan.
- (f) These amounts reflect Company matching under the Company’s Matching Gift Program, available to all employees.

Other Matters

Employment Contracts

Mr. Bergh. We have an employment agreement with Mr. Bergh effective September 1, 2011. The agreement initially provided for an annual base salary of \$1,200,000 and an AIP target participation rate of 135%, which have since been adjusted, and may be further adjusted, pursuant to annual review. For 2014, his base salary and target participation rate under the AIP were \$1,280,000 and 150% of base salary, respectively.

Mr. Bergh also participates in our 2006 Equity Incentive Plan. This element of Mr. Bergh’s compensation for 2014 is reflected and discussed in “Compensation Discussion and Analysis for Named Executive Officers.”

His employment agreement also provides that if Mr. Bergh is terminated from employment either by the Company or constructively within four years of his effective date of employment or in connection with a change in control of the Company under certain circumstances, he will be entitled to receive, among other standard benefits, (1) an aggregate amount equal to two times the sum of his then-effective base salary plus his then-effective target AIP amount, (2) a prorated AIP award in respect of the performance period at the time, and (3) company-paid continuation coverage for certain benefits for 18 months. In addition, upon his termination from the Company at any time under certain circumstances, the unvested portion of his SAR awards that would have vested during the 24 months following the date of such termination will immediately vest, and all vested SAR awards shall be exercisable for 18 months following such termination. Upon his termination in connection with a change in control of the Company under certain circumstances, 100% of his SAR awards will immediately vest, and all vested SAR awards shall be exercisable for 18 months following such event. If he resigns from the Company after the fifth anniversary of his effective date of employment, 100% of his SAR awards that have remained outstanding for at least 12 months will immediately vest, and all vested SAR awards shall be exercisable for 18 months following such resignation.

Mr. Bergh’s right to any severance or vesting acceleration is subject to his execution of an effective release of claims in favor of the Company and compliance with certain restrictive covenants.

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Mr. Bergh is eligible to receive standard healthcare, life insurance and long-term savings program benefits, as well as relocation program benefits. He also receives benefits under the Company's various executive perquisite programs consistent with that provided to his predecessor.

Mr. Bergh's employment is at-will and may be terminated by the Company or by him at any time. Mr. Bergh does not receive any separate compensation for his services as a member of our Board.

Mr. Singh. We have an employment arrangement with Mr. Singh effective January 16, 2013. It provides for his annual base salary and participation in our AIP, which are subject to annual review and adjustment, and his participation in our 2006 Equity Incentive Plan. These elements of Mr. Singh's compensation for 2014 are reflected and discussed in "Compensation Discussion and Analysis for Named Executive Officers." Under this arrangement, Mr. Singh also received a one-time sign-on bonus that is subject to prorated repayment if his employment with the Company does not exceed twenty-four months under certain conditions.

Mr. Singh also receives standard healthcare, life insurance and long-term savings program benefits, as well as benefits under our various executive perquisite programs.

Mr. Singh's employment is at-will and may be terminated by the Company or by Mr. Singh at any time.

Mr. Bagattini. We have an employment arrangement with Mr. Bagattini effective June 3, 2013. He is on assignment in Singapore. His arrangement provides for his annual base salary and participation in our AIP, which are subject to annual review and adjustment, and his participation in our 2006 Equity Incentive Plan. These elements of Mr. Bagattini's compensation for 2014 are reflected and discussed in "Compensation Discussion and Analysis for Named Executive Officers." Under this arrangement, he received a sign-on bonus of \$500,000 to be paid in two installments. The first installment of \$250,000 has already been paid. The second installment of \$250,000 was paid in July 2014. These payments are subject to repayment if his employment with the Company does not exceed 24 months under certain conditions.

He is eligible to receive benefits under our global assignment program, including, education association fees and a housing allowance of up to approximately \$18,000 per month to cover the cost of his rental and utilities.

Mr. Bagattini also receives standard healthcare, life insurance, and long-term savings program benefits, as well as benefits under our various executive perquisite programs.

Mr. Bagattini's employment is at-will and may be terminated by the Company or by Mr. Bagattini upon 3 months' notice or pay in lieu of notice.

Mr. Nomura. We have an employment arrangement with Mr. Nomura effective February 3, 2014. It provides for his annual base salary and participation in our AIP, which are subject to annual review and adjustment, and his participation in our 2006 Equity Incentive Plan. These elements of Mr. Nomura's compensation for 2014 are reflected and discussed in "Compensation Discussion and Analysis for Named Executive Officers." Under this arrangement, he received a sign-on bonus of \$880,000 to be paid in two installments. The first installment of \$580,000 has already been paid. The second installment of \$300,000 will be made following the end of the 12th month from his start date. These payments are subject to repayment if his employment with the Company does not exceed 24 months under certain conditions.

Mr. Nomura also receives standard healthcare, life insurance and long-term savings program benefits, as well as benefits under our various executive perquisite programs.

Mr. Nomura's employment is at-will and may be terminated by the Company or by Mr. Nomura at any time.

Ms. Rohosy. We have an employment arrangement with Ms. Rohosy effective May 9, 2011. It initially provided for an annualized base salary of \$350,000 and an AIP participation rate of 40%, both of which have since been adjusted, and may be further adjusted, pursuant to annual review. The arrangement also provides for her participation in our 2006 Equity Incentive Plan. These elements of Ms. Rohosy's compensation for 2014 are reflected and discussed in "Compensation Discussion and Analysis for Named Executive Officers."

Ms. Rohosy also receives standard healthcare, life insurance and long-term savings program benefits, as well as benefits under our various executive perquisite programs.

Ms. Rohosy's employment is at-will and may be terminated by the Company or by Ms. Rohosy at any time.

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2014 Grants of Plan-Based Awards

The following table provides information on all plan-based awards granted to each of our named executive officers during the year ended November 30, 2014. The awards and the unvested portion of stock appreciation rights ("SARs") identified below are also reported in the Outstanding Equity Awards at Fiscal Year-End table.

Name	Grant Date	Estimated Future Payouts Under Non-Equity Incentive Plan Awards ⁽¹⁾			Estimated Future Payouts Under Equity Incentive Plan Awards ⁽²⁾			All Other Option Awards		
		Threshold (\$)	Target (\$)	Maximum (\$)	Threshold (#)	Target (#)	Maximum (#)	Number of Securities Underlying Options ⁽³⁾ (#)	Exercise or Base Price of Option Awards ⁽⁴⁾ (\$)	Full Grant Date Fair Value ⁽⁵⁾ (\$)
Charles V. Bergh	N/A	\$ —	\$ 1,920,000	\$ 3,840,000	64,385	128,770	193,154	193,154	\$ 64.50	\$ 2,421,571
	2/5/2014									
	2/5/2014									
Harmit Singh	N/A	—	560,000	1,120,000	14,684	29,369	44,052	44,052	64.50	552,296
	2/5/2014									
	2/5/2014									
Roy Bagattini	N/A	—	465,500	931,000	7,625	15,249	22,873	22,873	64.50	286,764
	2/5/2014									
	2/5/2014									
Craig Nomura	N/A	—	406,000	812,000	10,731	21,462	32,192	32,192	64.50	403,602
	2/5/2014									
	2/5/2014									
Anne Rohosy	N/A	—	576,000	1,152,000	12,425	24,850	37,275	37,275	64.50	467,314
	2/5/2014									
	2/5/2014									

(1) The amounts shown in these columns reflect the estimated potential payment levels for the fiscal 2014 performance period under the Company's annual incentive plan (the "AIP"), further described under "Compensation Discussion and Analysis for Named Executive Officers." The potential payouts were performance-based and, therefore, were completely at risk. The potential target and maximum payment amounts assume achievement of 100% and 200%, respectively, of the individual objectives of the AIP. There were no threshold payment amounts for fiscal 2014 under the AIP. Each executive received a bonus under the AIP, which is reported in the Summary Compensation Table under the column entitled "Non-Equity Incentive Plan Compensation."

(2) For each executive, the amounts shown in these columns reflect, in shares, the threshold, target and maximum amounts for performance-based SARs subject to a three-year performance period beginning in fiscal 2014 that is further described under "Compensation Discussion and Analysis for Named Executive Officers." The potential awards are performance-based and, therefore, completely at risk.

(3) Reflects SARs granted in 2014 under the 2006 Equity Incentive Plan.

(4) The exercise price is based on the fair market value of the Company's common stock as of the grant date established by the Evercore valuation process.

(5) The value of an option award, which is granted in the form of stock appreciation rights, is based on the fair value as of the grant date of such award determined in accordance with FASB ASC 718. Please refer to Notes 1 and 11 of the audited consolidated financial statements for the relevant assumptions used to determine the valuation of our option awards. Values for future payouts of performance-based SARs reflect the aggregate grant date fair value based on target award achievement. If maximum performance conditions are achieved over the entire three-year period, the grant date fair values would be \$3,632,338 for Mr. Bergh, \$828,416 for Mr. Singh, \$430,136 for Mr. Bagattini, \$605,383 for Mr. Nomura, and \$700,971 for Ms. Rohosy.

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Outstanding Equity Awards at 2014 Fiscal Year-End

The following table shows all outstanding equity awards held by each of our named executive officers as of November 30, 2014. The vesting schedule for each grant is shown following this table.

Name	SAR Awards				
	Number of Securities Underlying Unexercised SARs Exercisable	Number of Securities Underlying Unexercised SARs Unexercisable ⁽¹⁾	Equity Incentive Plan Awards: Number of Securities Underlying Unexercised ⁽²⁾	SAR Exercise Price ⁽³⁾	SAR Expiration Date
Charles V. Bergh	354,835	81,885 (a)		\$ 32.00	2/2/2019
	353,362	145,502 (b)		32.00	2/2/2019
	131,944	155,934 (c)		37.75	2/5/2020
		193,154 (d)		64.50	2/5/2021
			191,919	37.75	2/5/2020
			128,770	64.50	2/5/2021
Harmit Singh	30,092	35,564 (c)		37.75	2/5/2020
		44,052 (d)		64.50	2/5/2021
			43,771	37.75	2/5/2020
			29,369	64.50	2/5/2021
Roy Bagattini	11,404	20,796 (f)		59.25	7/11/2020
		22,873 (d)		64.50	2/5/2021
			21,467	59.25	7/11/2020
			15,249	64.50	2/5/2021
Craig Nomura		32,192 (d)		64.50	2/5/2021
			21,462	64.50	2/5/2021
Anne Rohosy	9,375	4,375 (e)		39.50	7/14/2018
	10,938	21,875 (b)		32.00	2/2/2019
	7,366	27,375 (c)		37.75	2/5/2020
		37,275 (d)		64.50	2/5/2021
			33,670	37.75	2/5/2020
			24,850	64.50	2/5/2021

(1) The following sets forth the vesting schedule for the outstanding SAR awards and generally depends upon continued employment:

- (a) SARs vest 25% on 9/1/2012 and then monthly over the remaining 36 months.
- (b) SARs vest 25% on 2/1/2013 and then monthly over the remaining 36 months.
- (c) SARs vest 25% on 2/5/2014 and then monthly over the remaining 36 months.
- (d) SARs vest 25% on 2/5/2015 and then monthly over the remaining 36 months.
- (e) SARs vest 25% on 7/13/2012 and then monthly over the remaining 36 months.
- (f) SARs vest 25% on 7/10/2014 and then monthly over the remaining 36 months.

(2) Represents the target number of SARs that may be earned under the performance-based SAR award program (see "Compensation Discussion and Analysis for Named Executive Officers" for more details) that vest at the end of the three-year performance period. The total number of SARs that could vest if the maximum performance is achieved over the three-year performance period for each named executive is as follows: Mr. Bergh (481,032), Mr. Singh (109,710), Mr. Bagattini (55,074), Mr. Nomura (32,192), and Ms. Rohosy (87,780).

(3) The SAR exercise prices reflect the fair market value of the Company's common stock as of the grant date as established by the Evercore valuation process.

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Option Exercises

The following table shows all SARs exercised and the value realized upon exercise by each of our named executive officers for the year ended November 30, 2014.

Name	Number of Shares Acquired on Exercise (#)	Value Realized on Exercise (\$)
Charles V. Bergh	—	\$ —
Harmit Singh	—	—
Roy Bagattini	—	—
Craig Nomura	—	—
Anne Rohosy	28,282	828,419

Executive Retirement Plans

Non-Qualified Deferred Compensation

The Deferred Compensation Plan for Executives and Outside Directors (“Deferred Compensation Plan”) is a U.S. non-qualified, unfunded deferred tax effective savings plan provided to the executives, among other executives and the directors, as part of competitive compensation.

Participants may elect to defer all or a portion of their base salary and AIP payment and may elect an in-service and/or retirement distribution. Executive officers who defer salary or bonus under this plan are credited with market-based returns depending upon the investment choices made by the executive applicable to each deferral. The investment options under the plan, which closely mirror the options provided under our qualified 401(k) plan, include a number of mutual funds with varying risk and return profiles. Participants may change their investment choices as frequently as they desire, consistent with our 401(k) plan.

In addition, under the Deferred Compensation Plan, the Company provides a match up to 6% of eligible deferred compensation that cannot be provided under the qualified 401(k) plan due to IRS qualified plan compensation limits. The amounts in the table below reflect non-qualified contributions over the 401(k) limit by the executive officers and the resulting Company match.

The table below provides information on the non-qualified deferred compensation activity for each of our named executive officers for the year ended November 30, 2014.

Name	Year Ended November 30, 2014					Aggregate Withdrawals / Distributions	Aggregate Balance at November 30, 2014
	Company Contributions ⁽¹⁾	Executive Contributions	Aggregate Earnings				
Charles V. Bergh	\$ 249,029	\$ 199,233	\$ 105,537	\$ —	\$ —	—	\$ 1,155,974
Harmit Singh	—	—	—	—	—	—	—
Roy Bagattini ⁽²⁾	102,200	—	—	—	—	—	165,626
Craig Nomura	—	—	—	—	—	—	—
Anne Rohosy	99,938	665,095	233,688	—	—	—	3,395,408

(1) For Mr. Bergh and Ms. Rohosy, these amounts reflect the deferred compensation plan match contributions made by the Company and are reflected in the Summary Compensation Table under All Other Compensation.

(2) Mr. Bagattini participates in an international supplemental retirement savings plan designed for globally mobile employees. The Company contributes 14% of Mr. Bagattini's annual base salary on his behalf to such plan. The Company's contribution is grossed up to provide a tax-advantaged contribution. For additional detail, please refer to the section entitled Benefits and Perquisites in "Compensation Discussion and Analysis for Named Executive Officers."

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Potential Payments Upon Termination Or Change In Control

On June 9, 2011, the Company and Charles V. Bergh, our President and CEO, executed an employment agreement in connection with Mr. Bergh joining the Company. The employment agreement provides that if Mr. Bergh is involuntarily terminated without Cause, or Mr. Bergh terminates his employment for Good Reason, other than in connection with a Change in Control of the Company (each as defined in the Employment Agreement) within four years of his effective date of employment, he will be entitled to receive, among other standard benefits, (1) an aggregate amount equal to two times the sum of his then-effective base salary plus his then-effective target AIP amount, (2) a prorated AIP award in respect of the performance period at the time, and (3) company-paid continuation coverage for certain benefits for 18 months. In addition, the unvested portion of his SAR awards that would have vested during the 24 months following the date of such termination will immediately vest, and all vested SAR awards will be exercisable for 18 months following such termination.

Mr. Bergh's right to any severance or vesting acceleration is subject to his execution of an effective release of claims in favor of the Company and compliance with certain restrictive covenants.

Following the expiration of such four-year anniversary, in lieu of the payments and benefits described above, Mr. Bergh will participate in any severance policy applicable to the other senior executives of the Company in effect at such time in accordance with the terms of such policy.

The named executive officers, other than the CEO, are eligible to receive certain benefits and payments upon their separation from the Company under certain circumstances under the terms of the Executive Severance Plan for U.S. executives and the Equity Incentive Plan.

In 2014, our U.S. severance arrangements under our Executive Severance Plan offered the named executive officers, except Mr. Bergh and Mr. Bagattini, basic severance of two weeks of base salary or upon execution of a General Release Agreement, enhanced severance of 78 weeks of base salary plus the beneficiaries' AIP target amount, if their employment ceases due to a reduction in force, layoff or position elimination. Mr. Bagattini, under local Singapore law, is eligible for three months annual base salary plus a month of base salary for every year of service. We also cover the cost of the COBRA health coverage premium for the duration of the executive's severance payment period, up to a maximum of 18 months. The COBRA premium coverage is shared between the individual and the Company at the same shared percentage that was effective during the executive's employment. We also provide life insurance, career counseling and transition services. These severance benefits would not be payable upon a change in control if the executive is still employed or offered a comparable position with the surviving entity.

Under the Equity Incentive Plan, in the event of a change in control in which the surviving corporation does not assume or continue the outstanding SARs or substitute similar awards for the outstanding SARs, the vesting schedule of all SARs held by executives that are still employed will be accelerated in full to a date prior to the effective time of the transaction as determined by the Board. If the SARs are not exercised at or prior to the effective time of the transaction, all rights to exercise them will terminate, and any reacquisition or repurchase rights held by the Company with respect to such SARs shall lapse.

The information in the tables below reflects the estimated value of the compensation to be paid by us to each of the named executive officers in the event of termination or a change in control. The amounts shown below assume that each named individual was employed and that a termination or change in control was effective as of November 30, 2014. The actual amounts that would be paid can only be determined at the time of an actual termination event. The amounts also assume a share price of \$81 for the SAR grants, which is based on the Evercore share valuation dated as of December 31, 2014.

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Charles V. Bergh

Executive Benefits and Payments Upon Termination	Voluntary Termination	Retirement	Involuntary Not for Cause Termination	For Cause Termination	Change in Control
Compensation:					
Severance ⁽¹⁾	\$ —	\$ —	\$ 8,320,000	\$ —	\$ 8,320,000
Stock Appreciation Rights ⁽²⁾	—	—	19,558,409	—	31,498,351

Benefits:

COBRA & Life Insurance ⁽³⁾	—	—	18,575	—	18,575
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- (1) In the event of involuntary termination without Cause, Good Reason, or Change in Control, Mr. Bergh would be eligible for severance based on Mr. Bergh's annual salary of \$1,280,000, his AIP target of 150% of his base salary as set forth in the termination provisions in his employment contract.
- (2) In the event of a Change in Control, assumes vesting acceleration of all unvested SARs and the target number of shares underlying performance-based SARs.
- (3) Reflects 18 months of a COBRA subsidy and life insurance premiums at the same Company/employee percentage sharing as during employment. Mr. Bergh is also eligible for a COBRA subsidy should termination occur due to a Change in Control, based on his employment contract.

Harmit Singh

Executive Benefits and Payments Upon Termination	Voluntary Termination	Retirement	Involuntary Not for Cause Termination	For Cause Termination	Change in Control
Compensation:					
Severance ⁽¹⁾	\$ —	\$ —	\$ 1,890,000	\$ —	\$ —
Stock Appreciation Rights ⁽²⁾	—	—	—	—	4,642,685

Benefits:

COBRA & Life Insurance ⁽³⁾	—	—	18,575	—	—
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- (1) Based on Mr. Singh's annual base salary of \$700,000 and his AIP target of 80% of his base salary.
- (2) In the event of a Change in Control, assumes vesting acceleration of all unvested SARs and the target number of shares underlying performance-based SARs.
- (3) Reflects 18 months of a COBRA subsidy and life insurance premiums at the same Company/employee percentage sharing as during employment.

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Roy Bagattini

Executive Benefits and Payments Upon Termination	Voluntary Termination	Retirement	Involuntary Not for Cause Termination	For Cause Termination	Change in Control
Compensation:					
Severance ⁽¹⁾	\$ —	\$ —	\$ 216,967	\$ —	\$ —
Stock Appreciation Rights ⁽²⁾	—	—	—	—	1,548,233
Benefits:					
COBRA & Life Insurance	—	—	—	—	—

(1) Based on three months of Mr. Bagattini's annual base salary expressed in U.S. Dollars of \$650,902 as notice pay and one month of salary based on years of service, in accordance with local Singapore provisions.

(2) In the event of a Change in Control, assumes vesting acceleration of all unvested SARs and the target number of shares underlying performance-based SARs.

Craig Nomura

Executive Benefits and Payments Upon Termination	Voluntary Termination	Retirement	Involuntary Not for Cause Termination	For Cause Termination	Change in Control
Compensation:					
Severance ⁽¹⁾	\$ —	\$ —	\$ 1,479,000	\$ —	\$ —
Stock Appreciation Rights ⁽²⁾	—	—	—	—	885,291
Benefits:					
COBRA & Life Insurance ⁽³⁾	—	—	18,575	—	—

(1) Based on Mr. Nomura's annual base salary of \$580,000 and his AIP target of 70% of his base salary.

(2) In the event of a Change in Control, assumes vesting acceleration of all unvested SARs and the target number of shares underlying performance-based SARs.

(3) Reflects 18 months of a COBRA subsidy and life insurance premiums at the same Company/employee percentage sharing as during employment.

Anne Rohosy

Executive Benefits and Payments Upon Termination	Voluntary Termination	Retirement	Involuntary Not for Cause Termination	For Cause Termination	Change in Control
Compensation:					
Severance ⁽¹⁾	\$ —	\$ —	\$ 1,944,000	\$ —	\$ —
Stock Appreciation Rights ⁽²⁾	—	—	—	—	4,917,918
Benefits:					
COBRA & Life Insurance ⁽³⁾	—	—	18,575	—	—

(1) Based on Ms. Rohosy's annual base salary of \$720,000 and her AIP target of 80% of her base salary.

(2) In the event of a Change in Control, assumes vesting acceleration of all unvested SARs and the target number of shares underlying performance-based SARs.

(3) Reflects 18 months of a COBRA subsidy and life insurance premiums at the same Company/employee percentage sharing as during employment.

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DIRECTOR COMPENSATION

The following table provides compensation information for our directors who were not employees in fiscal 2014:

Name	Fees Earned or Paid in Cash	Stock Awards ⁽¹⁾	All Other Compensation ⁽²⁾	Total
Stephen C. Neal ⁽³⁾	\$ 207,500	\$ 224,910	\$ 9,095	\$ 441,505
Robert D. Haas ⁽⁴⁾	25,000	—	96,000	121,000
Fernando Aguirre ⁽⁵⁾	281,948	—	5,483	287,431
Troy Alstead	120,000	124,943	4,580	249,523
Jill Beraud	100,000	124,943	2,580	227,523
Vanessa J. Castagna	100,000	124,943	5,418	230,361
Robert A. Eckert ⁽⁶⁾	120,000	124,943	9,030	253,973
Spencer Fleischer	111,250	124,943	1,677	237,870
Mimi L. Haas ⁽⁷⁾	75,000	156,161	—	231,161
Peter E. Haas, Jr.	100,000	124,943	5,354	230,297
Jenny Ming ⁽⁸⁾	25,000	—	—	25,000
Patricia Salas Pineda ⁽⁹⁾	100,000	124,943	17,433	242,376

(1) These amounts, from RSUs granted under the Equity Incentive Plan in 2014, reflect the aggregate grant date fair value computed in accordance with the Company's accounting policy for stock-based compensation. The following table shows the aggregate number of RSUs outstanding but unexercised at fiscal year-end for those who were directors in fiscal 2014, including RSUs that were vested but deferred and RSUs that were not vested:

Name	Aggregate Outstanding RSUs
Stephen C. Neal	10,592
Robert D. Haas	2,541
Fernando Aguirre	1,821
Troy Alstead	6,926
Jill Beraud	4,392
Vanessa J. Castagna	6,018
Robert A. Eckert	12,590
Spencer Fleischer	3,986
Mimi L. Haas	2,335
Peter E. Haas, Jr.	5,986
Jenny Ming	—
Patricia Salas Pineda	14,467

(2) This column includes the aggregate grant date fair value of dividend equivalents provided to each director in fiscal 2014 in the following amounts:

Name	Fair Value of Dividend Equivalent RSUs Granted
Stephen C. Neal	\$ 9,095
Robert D. Haas	2,000
Fernando Aguirre	5,483
Troy Alstead	4,580
Jill Beraud	2,580
Vanessa J. Castagna	5,418
Robert A. Eckert	9,030
Spencer Fleischer	1,677
Mimi L. Haas	—
Peter E. Haas, Jr.	5,354
Jenny Ming	—
Patricia Salas Pineda	9,933

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- (3) Mr. Neal is the Chairman of the Board. Mr. Neal elected to defer 100% of his director's fees under the Deferred Compensation Plan.
- (4) Mr. R.D. Haas retired from the Board on April 3, 2014. This amount represents other compensation received both as a member of the Board and as Chairman Emeritus. Includes administrative support services valued at \$66,435, provision of a car at a value of \$8,530, use of an office at a value of \$16,932, and home security services for his services as Chairman Emeritus.
- (5) Mr. Aguirre resigned from the Board effective on August 15, 2014. This amount includes a cash distribution in the amount of \$208,198 under the Deferred Compensation Plan.
- (6) Mr. Eckert elected to defer 100% of his director's fees under the Deferred Compensation Plan.
- (7) On February 5, 2014, the Board elected Mrs. Haas to the Board effective as of April 4, 2014
- (8) On September 30, 2014, the Board elected Ms. Ming to the Board effective as of that date.
- (9) Ms. Pineda elected to defer 50% of her director's fees under the Deferred Compensation Plan. Ms. Pineda's 2014 amount includes charitable matches of \$7,500.

Board compensation is reviewed by the Nominating, Governance and Corporate Citizenship Committee and approved by the Board. In fiscal 2014, director compensation consisted of an annual retainer paid in cash and equity compensation in the form of RSUs. Committee chairpersons also received an additional cash retainer, as described below.

Annual Cash Retainer

In fiscal 2014, each non-employee director received compensation consisting of an annual cash retainer fee of \$100,000 and was eligible to participate in the provisions of the Deferred Compensation Plan for Executives and Outside Directors that apply to directors. In 2014, Mr. Eckert, Mr. Neal and Ms. Pineda participated in this Deferred Compensation Plan.

Equity Compensation

In fiscal 2014, each non-employee director also received an annual equity award in the form of RSUs which are granted under the Equity Incentive Plan. The annual equity award value in the form of RSUs granted under the Equity Incentive Plan is \$125,000. RSU recipients have target stock ownership guidelines of \$300,000 worth of equity ownership within five years of participation in the program. The value of the RSUs is tracked against the Company's share prices, established by the Evercore valuation process.

RSUs are units, representing beneficial ownership interests, corresponding in number and value to a specified number of underlying shares of stock. The RSUs vest in three equal installments after thirteen, twenty-four and thirty-six months following the grant date. After the recipient of the RSU has held the shares for six months, he or she may require the Company to repurchase, or the Company may require the participant to sell to the Company, those shares of common stock. If the director's service terminates for reason other than cause after the first, but prior to full, vesting period then any unvested portion of the award will fully vest as of the date of such termination. In addition, each director's initial RSU grant includes a deferral delivery feature, under which the director will not receive the vested awards until six months following the cessation of service on the Board.

Under the terms of the Equity Incentive Plan, recipients of RSUs receive additional grants as a dividend equivalent when the Board declares a dividend to all stockholders. Therefore, all directors who held RSUs as of February 18, 2014, received additional RSUs as a dividend equivalent. Dividend equivalents are subject to all the terms and conditions of the underlying Restricted Stock Unit Award Agreement to which they relate.

Compensation of Committee Chairpersons

In addition to the compensation described above, committee chairpersons receive an additional retainer fee in the amount of \$20,000 for the Audit Committee and the Human Resources Committee and \$15,000 for the Finance Committee and the Nominating, Governance and Corporate Citizenship Committee.

Mr. Neal is the Chairman of the Board. As the Chairman of the Board, he is entitled to receive an additional annual retainer in the amount of \$200,000, 50% of which is paid in cash and 50% of which is paid in the form of RSUs. The Chairman may also receive the additional retainers attributable to committee chairmanship if applicable.

Robert D. Haas is Chairman Emeritus of the Board, and in that role receives support in form of an office, related administrative support, a leased car with driver and home security services.

Compensation Committee Interlocks and Insider Participation

The Human Resources Committee serves as the compensation committee of our Board. Its members are Mr. Eckert (Chair), Ms. Castagna, Mr. P.E. Haas Jr., and Ms. Pineda. In 2014, no member of the Human Resources Committee was a current officer or employee of ours. Mr. R.D. Haas was a member of the Human Resources Committee until he retired from the Board on April 3, 2014. He served as our Chief Executive Officer from 1984 to 1999. There are no compensation committee interlocks between us and other entities involving our executive officers and our Board members who serve as executive officers of those other entities.

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Item 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS

Our common stock is primarily owned by descendants of the family of Levi Strauss and their relatives. Shares of our common stock are not publicly held or traded. All shares are subject to a stockholders' agreement described below. The following table contains information about the beneficial ownership of our common stock as of February 9, 2015, by:

- Each person known by us to own beneficially more than 5% of our common stock;
- Each of our directors and each of our named executive officers; and
- All of our directors and executive officers as a group.

Under the rules of the SEC, a person is deemed to be a "beneficial owner" of a security if that person has or shares "voting power," which includes the power to vote or to direct the voting of the security, or "investment power," which includes the power to dispose of or to direct the disposition of the security. Under these rules, more than one person may be deemed a beneficial owner of the same securities and a person may be deemed to be a beneficial owner of securities as to which that person has no economic interest. Except as described in the footnotes to the table below, the individuals named in the table have sole voting and investment power with respect to all common stock beneficially owned by them, subject to community property laws where applicable.

As of February 9, 2015, there were 282 record holders of common stock. The percentage of beneficial ownership shown in the table is based on 37,434,738 shares of common stock outstanding as of February 9, 2015. The business address of all persons listed is 1155 Battery Street, San Francisco, California 94111.

Name	Number of Shares Beneficially Owned	Percentage of Shares Outstanding
Mimi L. Haas	6,547,314	17.49%
Peter E. Haas Jr.	6,406,307 ⁽¹⁾	17.11%
Margaret E. Haas	4,354,330 ⁽²⁾	11.63%
Robert D. Haas	3,932,883 ⁽³⁾	10.51%
Peter E. Haas Jr. Family Fund	2,911,770 ⁽⁴⁾	7.78%
Troy Alstead	712	*
Jill Beraud	712	*
Vanessa J. Castagna	16,615	*
Robert A. Eckert	712	*
Spencer Fleischer	—	—
Jenny Ming	—	—
Stephen C. Neal	14,678	*
Patricia Salas Pineda	6,461	*
Charles V. Bergh	585,307 ⁽⁵⁾	1.56%
Harmit Singh	22,336 ⁽⁶⁾	*
Anne Rohosy	32,849 ⁽⁷⁾	*
Craig Nomura	1,912 ⁽⁸⁾	*
Roy Bagattini	5,140 ⁽⁹⁾	*
Directors and executive officers as a group (22 persons)	13,830,374 ⁽¹⁰⁾	36.95%

* Less than 1%.

- (1) Includes 2,911,770 shares held by the Peter E. Haas Jr. Family Fund, of which Mr. Haas is Vice President, for the benefit of charitable entities, and for which Mr. Haas shares voting and investment power. Includes an aggregate of 1,474,031 shares held by trusts, of which Mr. Haas is trustee, for the benefit of his children, grandchildren, stepdaughters and sister. Mr. Haas has sole voting and investment power over these shares. Includes 40,000 shares held by Mr. Haas' spouse over which Mr. Haas has no voting or investment power. Mr. Haas disclaims beneficial ownership of these shares.
- (2) Includes 1,314,462 shares held in trusts and a limited liability company, of which Ms. Haas is trustee and managing member, respectively, for the benefit of Ms. Haas' son. Ms. Haas has sole voting and investment power over these shares. Includes 886,122 shares held by the Margaret E. Haas Fund and 84,468 shares held by the Lynx Foundation, of which Ms. Haas is a board member, for the benefit of charitable entities and for which Ms. Haas shares voting and investment power.

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- (3) Includes 1,991,649 shares held jointly by Mr. Haas and his spouse and, as co-trustees, they share voting and investment power. Includes 599,307 shares held by a trust, of which Mr. Haas is trustee, for the benefit of his daughter. Mr. Haas has sole voting and investment power over these shares. Includes 23,645 shares held by Mr. Haas' spouse over which Mr. Haas has no voting or investment power. Mr. Haas disclaims beneficial ownership of these shares.
- (4) Peter E. Haas Jr. is a Vice President of this fund. The shares are also included in Mr. Haas' ownership amounts as referenced above.
- (5) Includes 585,307 shares that Mr. Bergh has the right to acquire pursuant to outstanding SARs that may be exercised within 60 days of February 9, 2015.
- (6) Includes 22,336 shares that Mr. Singh has the right to acquire pursuant to outstanding SARs that may be exercised within 60 days of February 9, 2015.
- (7) Includes 26,382 shares that Ms. Rohosy has the right to acquire pursuant to outstanding SARs that may be exercised within 60 days of February 9, 2015.
- (8) Includes 1,912 shares that Mr. Nomura has the right to acquire pursuant to outstanding SARs that may be exercised within 60 days of February 9, 2015.
- (9) Includes 5,140 shares that Mr. Bagattini has the right to acquire pursuant to outstanding SARs that may be exercised within 60 days of February 9, 2015.
- (10) Includes 830,396 shares that our executive officers have the right to acquire pursuant to outstanding SARs that may be exercised within 60 days of February 9, 2015.

Equity Compensation Plan Information

The following table sets forth certain information, as of November 30, 2014, with respect to the EIP, our only equity compensation plan. This plan was amended and restated by the Board in February 2014 and approved by our stockholders at the Annual Meeting of Stockholders in April 2014. See Note 11 to our audited consolidated financial statements included in this report for more information about the EIP.

Number of Outstanding Options, Warrants and Rights⁽¹⁾	Number of Securities to Be Issued Upon Exercise of Outstanding Options, Warrants and Rights⁽²⁾	Weighted-Average Exercise Price of Outstanding Options, Warrants and Rights⁽¹⁾	Number of Securities Remaining Available for Future Issuance Under Equity Compensation Plans⁽³⁾
3,526,714	1,628,457	\$44.63	2,321,241

(1) Includes only dilutive SARs.

(2) Represents the number of shares of common stock the dilutive SARs would convert to if exercised November 30, 2014, calculated based on the conversion formula as defined in the plan and the fair market value of our common stock on that date as determined by an independent third party.

(3) Calculated based on the number of stock awards authorized upon the adoption of the EIP, less the number of securities to be issued upon exercise of outstanding dilutive SARs, less shares issued in connection with converted RSUs, less securities expected to be issued in the future upon conversion of outstanding RSUs. The EIP provides for an award pool of 6,000,000 shares of Company common stock that may be subject to awards under the plan (prior to the amendment, the plan provided that 700,000 shares of Company common stock could be issued to awards under the plan). The 1,628,457 shares in the table above reflects the potential number of shares which could be issued pursuant to outstanding awards. Note that the following shares may return to the EIP and be available for issuance in connection with a future award: (i) shares covered by an award that expires or otherwise terminates without having been exercised in full; (ii) shares that are forfeited or awards which are cancelled and regranted in accordance with the terms of the plan; (iii) shares covered by an award that may only be settled in cash per the terms of the award which do not count against the plan's award pool; (iv) shares withheld to cover payment of an exercise price or cover applicable tax withholding obligations; (v) shares tendered to cover payment of an exercise price; and (vi) shares that are cancelled pursuant to an exchange or repricing program.

Stockholders' Agreement

Our common stock is primarily owned by descendants of the family of Levi Strauss and their relatives and are not publicly held or traded. All shares are subject to a stockholders' agreement. The agreement limits the transfer of shares and certificates to other holders, family members, specified charities and foundations and to the Company. The agreement does not provide for registration rights or other contractual devices for forcing a public sale of shares or certificates, or other access to liquidity. The Stockholders' Agreement will terminate on April 15, 2019, (unless extended for a maximum of two, two-year periods), or earlier upon the first of the following to occur: (1) the Company's receipt of a written notice signed by stockholders holding at least two-thirds of the shares of common stock seeking to terminate the Stockholders' Agreement, or (2) 180 days following the consummation of an initial public offering ("IPO") (or such earlier date following the consummation of an IPO that the Company's Board of Directors may determine).

Item 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE

Robert D. Haas, Chairman Emeritus of the Company, Charles V. Bergh, President and Chief Executive Officer, Peter E. Haas Jr., a director of the Company, and Kelly McGinnis, Senior Vice President of Corporate Affairs and Chief Communications Officer, are board members of the Levi Strauss Foundation, which is not a consolidated entity of the Company. Seth R. Jaffe, Senior Vice President and General Counsel, is Vice President of the Levi Strauss Foundation. During 2014, we donated \$6.3 million to the Levi Strauss Foundation.

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Kelly McGinnis and Lisa Collier, Executive Vice President and President of Global Dockers® Brand, are board members of the Red Tab Foundation, which is not a consolidated entity of the Company. Peter E. Haas Jr. is President of the Red Tab Foundation. During 2014, the Company donated \$0.6 million to the Red Tab Foundation.

Procedures for Approval of Related Party Transactions

We have a written policy concerning the review and approval of related party transactions. Potential related party transactions are identified through an internal review process that includes a review of director and officer questionnaires and a review of any payments made in connection with transactions in which related persons may have had a direct or indirect material interest. Any business transactions or commercial relationships between the Company and any director, stockholder, or any of their immediate family members, are reviewed by the Nominating, Governance and Corporate Citizenship Committee of the board and must be approved by at least a majority of the disinterested members of the board. Business transactions or commercial relationships between the Company and named executive officers who are not directors or any of their immediate family members requires approval of the chief executive officer with reporting to the Audit Committee.

Director Independence Policy

Although our shares are not registered on a national securities exchange, we review and take into consideration the director independence criteria required by both the New York Stock Exchange and the NASDAQ Stock Market in determining the independence of our directors on an annual basis. In addition, the charters of our board committees prohibit members from having any relationship that would interfere with the exercise of their independence from management and the Company. The fact that a director may own stock in the Company is not, by itself, considered an "interference" with independence under the committee charters. Family stockholders or other family member directors are not eligible for membership on the Audit Committee. These independence standards are disclosed on our website at <http://www.levistrauss.com/investors/corporate-governance>. Except as described below, all of our directors are independent under the independence criteria required by the New York Stock Exchange and the NASDAQ Stock Market.

Charles V. Bergh, who serves as our full-time President and Chief Executive Officer, is not considered independent due to his employment with the Company. Robert A. Eckert will not serve as a member of the Audit Committee while he has a family member through marriage who is employed by our independent registered public accounting firm. The Board does not have a lead director.

Item 14. PRINCIPAL ACCOUNTANT FEES AND SERVICES

Engagement of the independent registered public accounting firm. The audit committee is responsible for approving every engagement of our independent registered public accounting firm to perform audit or non-audit services for us before being engaged to provide those services. The audit committee's pre-approval policy provides as follows:

- First, once a year when the base audit engagement is reviewed and approved, management will identify all other services (including fee ranges) for which management knows or believes it will engage our independent registered public accounting firm for the next 12 months. Those services typically include quarterly reviews, statutory audits, specified tax matters, certifications to the lenders as required by financing documents, and consultation on new accounting and disclosure standards.
- Second, if any new proposed engagement comes up during the year that was not pre-approved by the audit committee as discussed above, the engagement will require: (i) specific approval of the chief financial officer and corporate controller (including confirming with counsel permissibility under applicable laws and evaluating potential impact on independence) and, if approved by management, (ii) approval of the audit committee.
- Third, the chair of the audit committee will have the authority to give such approval, but may seek full audit committee input and approval in specific cases as he or she may determine.

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Auditor fees. The following table shows fees billed to or incurred by us for professional services rendered by PricewaterhouseCoopers LLP, our independent registered public accounting firm during 2014 and 2013:

	Year Ended	
	November 30, 2014	November 24, 2013
	(Dollars in thousands)	
Services provided:		
Audit fees ⁽¹⁾	\$ 5,897	\$ 4,931
Audit-related fees	—	—
Tax fees	644	703
All other fees ⁽²⁾	—	1,805
Total fees	\$ 6,541	\$ 7,439

(1) These include fees for the audit of our annual consolidated financial statements, quarterly reviews of interim consolidated financial statements and statutory audits. Further, these include fees for services in support of issuing non-audit letters over financial information, as well as fees for access to electronic accounting and audit reference materials.

(2) Consist of fees for other permissible services other than the services reported above. The 2013 fees primarily consist of consulting services associated with the Company's operational planning processes.

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PART IV

Item 15. EXHIBITS, FINANCIAL STATEMENT SCHEDULES

List the following documents filed as a part of the report:

1. Financial Statements

The following consolidated financial statements of the Company are included in Item 8:

Report of Independent Registered Public Accounting Firm

Consolidated Balance Sheets

Consolidated Statements of Income

Consolidated Statements of Comprehensive Income

Consolidated Statements of Stockholders' Equity (Deficit)

Consolidated Statements of Cash Flows

Notes to Consolidated Financial Statements

2. Financial Statement Schedule

Schedule II – Valuation and Qualifying Accounts

All other schedules have been omitted because they are inapplicable, not required or the information is included in the Consolidated Financial Statements or Notes thereto.

- 3.1 Restated Certificate of Incorporation. Incorporated by reference to Exhibit 3.3 to Registrant's Quarterly Report on Form 10-Q filed with the Commission on April 6, 2001.
- 3.2 Amended and Restated By-Laws. Incorporated by reference to Exhibit 3.2 to Registrant's Current Report on Form 8-K filed with the Commission on July 16, 2012.
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- 4.4 First Supplemental Indenture, dated as of March 14, 2013, between the Registrant and Wells Fargo Bank, National Association, as trustee. Incorporated by reference to Exhibit 4.1 to Registrant's Current Report on Form 8-K filed with the Commission on March 15, 2013.
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- 10.2 Excess Benefit Restoration Plan. Incorporated by reference to Exhibit 10.4 to Registrant's Annual Report on Form 10-K filed with the Commission on February 7, 2012.*
- 10.3 Supplemental Benefit Restoration Plan. Incorporated by reference to Exhibit 10.5 to Registrant's Annual Report on Form 10-K filed with the Commission on February 7, 2012.*

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- 10.4 First Amendment to Supplemental Benefit Restoration Plan. Incorporated by reference to Exhibit 10.6 to Registrant's Annual Report on Form 10-K filed with the Commission on February 7, 2012.*
- 10.5 Executive Severance Plan effective February 10, 2014. Incorporated by reference to Exhibit 10.3 to Registrant's Quarterly Report on Form 10-Q filed with the Commission on April 8, 2014.*
- 10.6 Annual Incentive Plan, effective November 25, 2013. Incorporated by reference to Exhibit 10.1 to Registrant's Quarterly Report on Form 10-Q filed with the Commission on October 6, 2014.*
- 10.7 Deferred Compensation Plan for Executives and Outside Directors, Amended and Restated, effective January 1, 2011. Incorporated by reference to Exhibit 10.10 to Registrant's Annual Report on Form 10-K filed with the Commission on February 7, 2012.*
- 10.8 First Amendment to Deferred Compensation Plan for Executives and Outside Directors, dated August 26, 2011. Incorporated by reference to Exhibit 10.11 to Registrant's Annual Report on Form 10-K filed with the Commission on February 7, 2012.*
- 10.9 Levi Strauss & Co. 2006 Equity Incentive Plan, as amended and restated to date. Incorporated by reference to Exhibit 10.1 to Registrant's Current Report on Form 8-K filed with the Securities and Exchange Commission on April 10, 2014.*
- 10.10 Rabbi Trust Agreement, effective January 1, 2003, between the Registrant and Boston Safe Deposit and Trust Company. Incorporated by reference to Exhibit 10.65 to Registrant's Annual Report on Form 10-K filed with the Commission on February 12, 2003.*
- 10.11 Form of stock appreciation right award agreement. Incorporated by reference to Exhibit 99.2 to Registrant's Current Report on Form 8-K filed with the Commission on July 19, 2006.*
- 10.12 Director Indemnification Agreement. Incorporated by reference to Exhibit 10.1 to Registrant's Current Report on Form 8-K filed with the Commission on July 10, 2008.
- 10.13 Second Amendment to Lease, dated November 12, 2009, by and among the Registrant, Blue Jeans Equities West, a California general partnership, Innsbruck LP, a California limited partnership, and Plaza GB LP, a California limited partnership. Incorporated by reference to Exhibit 10.1 to Registrant's Current Report on Form 8-K filed with the Commission on November 25, 2009.
- 10.14 Employment Agreement between the Registrant and Charles V. Bergh, dated June 9, 2011. Incorporated by reference to Exhibit 10.1 to Registrant's Current Report on Form 8-K filed with the Commission on June 16, 2011.*
- 10.15 Amended and Restated Credit Agreement, dated as of March 21, 2014, by and among Levi Strauss & Co., Levi Strauss & Co. (Canada) Inc., certain other subsidiaries of Levi Strauss & Co. party thereto, JPMorgan Chase Bank, N.A., as Administrative Agent, JPMorgan Chase Bank, N.A., Toronto Branch, as Multicurrency Administrative Agent, the other financial institutions, agents and arrangers party thereto. Filed herewith.
- 10.16 Exhibits to the Amended and Restated Credit Agreement. Filed herewith.
- 10.17 U.S. Security Agreement, dated September 30, 2011, by the registrant and certain subsidiaries of the Registrant in favor of JP Morgan Chase Bank, N.A., as Administrative Agent. Incorporated by reference to Exhibit 10.2 to Registrant's Current Report on Form 8-K filed with the Commission on September 30, 2011.
- 10.18 Employment Offer Letter between Harmit Singh and the Registrant, dated December 10, 2012. Incorporated by reference to Exhibit 10.1 to Registrant's Current Report on Form 8-K filed with the Commission on December 13, 2012.*
- 10.19 Amendment to Employment Agreement, effective as of May 8, 2012, between the Registrant and Charles V. Bergh. Incorporated by reference to Exhibit 10.1 to Registrant's Current Report on Form 8-K filed with the Commission on May 11, 2012.*
- 10.20 Employment Offer Letter between Roy Bagattini and the Registrant, dated February 20, 2013, as amended by that certain addendum by and between Mr. Bagattini and the Registrant dated December 18, 2013. Incorporated by reference to Exhibit 10.19 to Registrant's Annual Report on Form 10-K filed with the Commission on February 11, 2014.*
- 10.21 Employment Offer Letter between Anne Rohosy and the Registrant, dated September 29, 2009. Incorporated by reference to Exhibit 10.20 to Registrant's Annual Report on Form 10-K filed with the Commission on February 11, 2014.*
- 10.22 Employment Offer Letter between Craig Nomura and the Registrant, dated January 6, 2014. Filed herewith.*

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10.23	Forms of stock appreciation rights award agreements. Filed herewith*
10.24	Master Services Agreement, by and between the Registrant and Wipro Limited, dated as of November 7, 2014. Filed herewith. **
10.25	Exhibits to the Master Services Agreement, by and between the Registrant and Wipro Limited. Filed herewith. **
10.26	First Amendment to Stockholders' Agreement, dated December 22, 2014. Incorporated by reference to Exhibit 10.1 to Registrant's Current Report on Form 8-K filed with the Commission on December 23, 2014.
12	Statements re: Computation of Ratio of Earnings to Fixed Charges. Filed herewith.
14.1	Worldwide Code of Business Conduct of Registrant. Incorporated by reference to Exhibit 14.1 to Registrant's Annual Report on Form 10-K filed with the Commission on February 7, 2012.
21	Subsidiaries of the Registrant. Filed herewith.
31.1	Certification of Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002. Filed herewith.
31.2	Certification of Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002. Filed herewith.
32	Certification of Chief Executive Officer and Chief Financial Officer pursuant to Section 18 U.S.C. 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002. Furnished herewith.
101.INS	XBRL Instance Document. Filed herewith.
101.SCH	XBRL Taxonomy Extension Schema Document. Filed herewith.
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document. Filed herewith.
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document. Filed herewith.
101.LAB	XBRL Taxonomy Extension Label Linkbase Document. Filed herewith.
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document. Filed herewith.

* Management contract, compensatory plan or arrangement.

** Portions of this exhibit are subject to a request for confidential treatment and have been redacted and filed separately with the Commission.

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SCHEDULE II

LEVI STRAUSS & CO. AND SUBSIDIARIES
VALUATION AND QUALIFYING ACCOUNTS

<u>Allowance for Doubtful Accounts</u>	Balance at Beginning of Period	Additions Charged to Expenses	Deductions ⁽¹⁾	Balance at End of Period
	(Dollars in thousands)			
November 30, 2014	\$ 18,264	\$ 662	\$ 6,222	\$ 12,704
November 24, 2013	\$ 20,738	\$ 1,158	\$ 3,632	\$ 18,264
November 25, 2012	\$ 22,684	\$ 5,024	\$ 6,970	\$ 20,738

<u>Sales Returns</u>	Balance at Beginning of Period	Additions Charged to Net Sales	Deductions ⁽¹⁾	Balance at End of Period
	(Dollars in thousands)			
November 30, 2014	\$ 32,675	\$ 138,577	\$ 139,061	\$ 32,191
November 24, 2013	\$ 40,575	\$ 137,613	\$ 145,513	\$ 32,675
November 25, 2012	\$ 51,023	\$ 161,620	\$ 172,068	\$ 40,575

<u>Sales Discounts and Incentives</u>	Balance at Beginning of Period	Additions Charged to Net Sales	Deductions ⁽¹⁾	Balance at End of Period
	(Dollars in thousands)			
November 30, 2014	\$ 110,572	\$ 322,164	\$ 334,320	\$ 98,416
November 24, 2013	\$ 102,361	\$ 331,937	\$ 323,726	\$ 110,572
November 25, 2012	\$ 102,359	\$ 254,556	\$ 254,554	\$ 102,361

<u>Valuation Allowance Against Deferred Tax Assets</u>	Balance at Beginning of Period	Charges/(Releases) to Tax Expense	(Additions) / Deductions	Balance at End of Period
	(Dollars in thousands)			
November 30, 2014	\$ 96,026	\$ —	\$ 6,212	\$ 89,814
November 24, 2013	\$ 74,456	\$ 5,169	\$ (16,401)	\$ 96,026
November 25, 2012	\$ 98,736	\$ (1,329)	\$ 22,951	\$ 74,456

(1) The charges to the accounts are for the purposes for which the allowances were created.

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SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

Date: February 9, 2015

LEVI STRAUSS & Co.
(Registrant)

By: _____ /s/ HARMIT SINGH
Harmit Singh
Executive Vice President and
Chief Financial Officer

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	
/s/ STEPHEN C. NEAL Stephen C. Neal	Chairman of the Board	Date: February 9, 2015
/s/ CHARLES V. BERGH Charles V. Bergh	Director, President and Chief Executive Officer	Date: February 9, 2015
/s/ TROY ALSTEAD Troy Alstead	Director	Date: February 9, 2015
/s/ JILL BERAUD Jill Beraud	Director	Date: February 9, 2015
/s/ VANESSA J. CASTAGNA Vanessa J. Castagna	Director	Date: February 9, 2015
/s/ ROBERT A. ECKERT Robert A. Eckert	Director	Date: February 9, 2015
/s/ SPENCER C. FLEISCHER Spencer C. Fleischer	Director	Date: February 9, 2015
/s/ MIMI L. HAAS Mimi L. Haas	Director	Date: February 9, 2015
/s/ PETER E. HAAS JR. Peter E. Haas Jr.	Director	Date: February 9, 2015
/s/ JENNY MING Jenny Ming	Director	Date: February 9, 2015
/s/ PATRICIA SALAS PINEDA Patricia Salas Pineda	Director	Date: February 9, 2015
/s/ WADE W. WEBSTER Wade W. Webster	Vice President and Controller (Principal Accounting Officer)	Date: February 9, 2015

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SUPPLEMENTAL INFORMATION

We will furnish our 2014 annual report and proxy statement to our stockholders after the filing of this Form 10-K and will furnish copies of such material to the SEC at such time.

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EXHIBIT INDEX

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- 101.DEF XBRL Taxonomy Extension Definition Linkbase Document. Filed herewith.
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- 101.PRE XBRL Taxonomy Extension Presentation Linkbase Document. Filed herewith.

* Management contract, compensatory plan or arrangement.

** Portions of this exhibit are subject to a request for confidential treatment and have been redacted and filed separately with the Commission.

J.P.Morgan

AMENDED AND RESTATED CREDIT AGREEMENT

dated as of

March 21, 2014

among

LEVI STRAUSS & CO.,
as U.S. Borrower

LEVI STRAUSS & CO. (CANADA) INC.,
as Canadian Borrower

The Lenders Party Hereto

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

JPMORGAN CHASE BANK, N.A., TORONTO BRANCH,
as Multicurrency Administrative Agent

BANK OF AMERICA, N.A.,
WELLS FARGO BANK, N.A.
and

HSBC BANK USA, NATIONAL ASSOCIATION,
as Co-Syndication Agents

DEUTSCHE BANK SECURITIES INC.,
and
GOLDMAN SACHS BANK USA,
as Co-Documentation Agents

J.P. MORGAN SECURITIES LLC,
BANK OF AMERICA, N.A.,
WELLS FARGO BANK, N.A.
and
HSBC BANK USA, NATIONAL ASSOCIATION,
as Joint Bookrunners and Joint Lead Arrangers

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-v-

AMENDED AND RESTATED CREDIT AGREEMENT, dated as of March 21, 2014, (as it may be amended or modified from time to time, this “Agreement”), among LEVI STRAUSS & CO., a Delaware corporation (the “U.S. Borrower”), LEVI STRAUSS & CO. (CANADA) INC., an Ontario corporation (the “Canadian Borrower” and together with the U.S. Borrower, the “Borrowers”), the other Loan Parties party hereto, the Lenders party hereto, JPMORGAN CHASE BANK, N.A., as Administrative Agent, and JPMORGAN CHASE BANK, N.A. TORONTO BRANCH, as Multicurrency Administrative Agent.

W I T N E S S E T H:

WHEREAS, the Borrowers, the Administrative Agent, the Multicurrency Administrative Agent, the other Loan Parties (as defined in the Existing Credit Agreement) and the Lenders (as defined in the Existing Credit Agreement) are parties to the Credit Agreement, dated as of September 30, 2011 (as amended or modified from time to time prior to the date hereof, the “Existing Credit Agreement”); and

WHEREAS, the parties to the Existing Credit Agreement have agreed to amend the Existing Credit Agreement in certain respects and to restate the Existing Credit Agreement as so amended as provided in this Agreement, effective upon satisfaction of certain conditions precedent set forth in Section 4.01.

NOW, THEREFORE, in consideration of the premises and the agreements hereinafter set forth and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree that on the Amendment Effective Date, the Existing Credit Agreement shall be amended and restated in its entirety as follows:

ARTICLE I

Definitions

SECTION 1.01. Defined Terms. As used in this Agreement, the following terms have the meanings specified below:

“ABR” when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are bearing interest at a rate determined by reference to the Alternate Base Rate.

“Account” has the meaning assigned to such term in the U.S. Security Agreement.

“Account Debtor” means any Person obligated on an Account.

“Adjusted LIBO Rate” means, with respect to any Eurodollar Borrowing for any Interest Period or for any ABR Borrowing, an interest rate per annum (rounded upwards, if necessary, to the next 1/100 of 1%) equal to (a) the LIBO Rate for such Interest Period multiplied by (b) the Statutory Reserve Rate.

“Administrative Agent” means JPMorgan Chase Bank, N.A., in its capacity as administrative agent for the Lenders hereunder, and its successors in such capacity.

“Administrative Agents” means the Administrative Agent and the Canadian Administrative Agent, collectively.

“Administrative Questionnaire” means an Administrative Questionnaire in a form supplied by the Administrative Agent.

“Affiliate” means, as to any Person, any other Person which, directly or indirectly, is in Control of, is Controlled by, or is under common Control with, such Person.

“Agents” means, individually and collectively as the context may require, the Administrative Agent, the Multicurrency Administrative Agent, the Joint Lead Arrangers, the Joint Bookrunners, the Co-Syndication Agents and the Co-Documentation Agents.

“Aggregate Credit Exposure” means, at any time, the aggregate Credit Exposure of all Lenders.

“Aggregate Revolving Exposure” means, at any time, the aggregate Revolving Exposure of all the Lenders.

“Alternate Base Rate” means, for any day, a rate per annum equal to the greatest of (a) the Prime Rate in effect on such day, (b) the Federal Funds Effective Rate in effect on such day plus $\frac{1}{2}$ of 1% and (c) the Adjusted LIBO Rate for a one month Interest Period on such day (or if such day is not a Business Day, the immediately preceding Business Day) plus 1%, provided that, for the avoidance of doubt, the Adjusted LIBO Rate for any day shall be based on the rate appearing on the Reuters Screen LIBOR01 Page (or on any successor or substitute page) at approximately 11:00 a.m. London time on such day (without any rounding). Any change in the Alternate Base Rate due to a change in the Prime Rate, the Federal Funds Effective Rate or the Adjusted LIBO Rate shall be effective from and including the effective date of such change in the Prime Rate, the Federal Funds Effective Rate or the Adjusted LIBO Rate, respectively. If the Alternate Base Rate is being used as an alternate rate of interest pursuant to Section 2.14 hereof, then the Alternate Base Rate shall be the greater of clauses (a) and (b) above and shall be determined without reference to clause (c) above.

“Amendment Effective Date” means the date on which the conditions precedent in Section 4.01 are satisfied, which date is March 21, 2014.

“AML Legislation” has the meaning assigned to such term in Section 9.20.

“Anti-Corruption Laws” means all laws, rules, and regulations of any jurisdiction applicable to the Borrowers or their respective Subsidiaries from time to time concerning or relating to bribery or corruption.

“Applicable Administrative Agent” means (i) with respect to the Multicurrency Facility and Multicurrency Letters of Credit, the Multicurrency Administrative Agent and (ii) otherwise, the Administrative Agent.

“Applicable Pension Laws” means the *Pension Benefits Act* (Ontario) or the similar pension standards statute of Canada or other applicable Canadian jurisdictions, and the ITA, and the regulations of each, as amended from time to time (or any successor statute).

“Applicable Percentage” means, for any Revolving Lender:

(a) with respect to payments, computations and other matters relating to the U.S. Commitments or U.S. Revolving Loans, U.S. LC Exposure, Swingline Loans or U.S. Protective

Advances, a percentage equal to a fraction, the numerator of which is (i) the U.S. Commitment of such Revolving Lender and the denominator of which is (ii) the aggregate U.S. Commitments of all the U.S. Revolving Lenders (or, if the U.S. Commitments have terminated or expired, the Applicable Percentage shall be determined based upon such Revolving Lender's share of the aggregate U.S. Credit Exposure at that time); and

(b) with respect to payments, computations and other matters relating to the Multicurrency Commitments or Multicurrency Revolving Loans, Multicurrency LC Exposure or Multicurrency Protective Advances, a percentage equal to a fraction, the numerator of which is the Multicurrency Commitment of such Revolving Lender and the denominator of which is the aggregate Multicurrency Commitments of all the Multicurrency Revolving Lenders (or, if the Multicurrency Commitments have terminated or expired, the Applicable Percentage shall be determined based upon such Revolving Lender's share of the aggregate Multicurrency Credit Exposure at that time);

provided that, in accordance with Section 2.20, so long as any Lender shall be a Defaulting Lender, such Defaulting Lender's Commitment shall be disregarded in the calculations under clauses (a) and (b) above.

“Applicable Rate” means, for any day, with respect to any Loan, as the case may be, the applicable rate per annum set forth in the pricing grid below under the caption “Adjusted LIBO Rate/CDOR Rate Loans” or “ABR/Canadian Prime Rate Loans,” as the case may be, based upon the daily average Availability for the most recent Fiscal Quarter for which the Administrative Agent has received a Borrowing Base Certificate (the “Average Availability”):

		APPLICABLE TO THE FIRST \$350,000,000 OF AGGREGATE OUTSTANDING REVOLVING LOANS (EXCLUDING LETTERS OF CREDIT) WHILE THE LEVI'S TRADEMARK IS INCLUDED IN THE U.S. BORROWING BASE		APPLICABLE TO OTHER REVOLVING LOANS AND LETTERS OF CREDIT	
LEVEL	AVERAGE AVAILABILITY	ADJUSTED LIBO RATE/CDOR RATE LOANS	ABR/ CANADIAN PRIME RATE LOANS	ADJUSTED LIBO RATE/CDOR LOANS	ABR /CANADIAN PRIME RATE LOANS
I	≥ 66-2/3% of the Line Cap	1.25%	0.25%	1.25%	0.25%
II	< 66-2/3% of the Line Cap but ≥ 33-1/3% of the Line Cap	1.50%	0.50%	1.50%	0.50%
III	< 33-1/3% of the Line Cap	2.00%	1.00%	1.75%	0.75%

; provided that until the end of the date that is five Business Days after the date the Administrative Agent has received a Borrowing Base Certificate as of the last day of the first full Fiscal Quarter ending after the Amendment Effective Date, the Applicable Rate will be determined based on Level II.

For purposes of the foregoing, except to the extent that Revolving Loans and Swingline Loans outstanding on any day exceed the Trademark Amount on such day, such Revolving Loans and Swingline Loans shall be deemed to be included in the “First \$350,000,000 of Aggregate Outstanding

Revolving Loans (Excluding Letters of Credit) While the Levi's Trademark is Included in the U.S. Borrowing Base" for purposes of the Applicable Rate.

Adjustments, if any, to the Applicable Rate shall be made on a quarterly basis and shall be effective five Business Days after the Administrative Agent has received the applicable Borrowing Base Certificate. If the U.S. Borrower fails to deliver the Borrowing Base Certificate to the Administrative Agent at the time required pursuant to this Agreement (taking into account all applicable grace periods), then the Applicable Rate shall be based on Level III until five days after such Borrowing Base Certificate is so delivered.

"AML Legislation" has the meaning assigned to such term in Section 9.20(a).

"Approved Fund" has the meaning assigned to such term in Section 9.04.

"Assignment and Assumption" means an assignment and assumption entered into by a Lender and an assignee (with the consent of any party whose consent is required by Section 9.04), and accepted by the Administrative Agent, in the form of Exhibit A or any other form approved by the Administrative Agent.

"Attorney" has the meaning assigned to such term in Article VIII.

"Availability" means, at any time, an amount equal to (i) the lesser of (x) the aggregate Commitments of all Lenders at such time and (y) the sum of (A) the U.S. Borrowing Base at such time plus (B) the lesser of (I) the Canadian Borrowing Base at such time and (II) the aggregate Multicurrency Commitments at such time (such lesser amount between clauses (x) and (y) above at any time, the "Line Cap") minus (ii) the Aggregate Revolving Exposure on such date minus (iii) Reserves against Availability established by the Administrative Agent in its Permitted Discretion.

"Availability Period" means the period from and including the Amendment Effective Date to but excluding the earlier of the Maturity Date and the date of termination of the Commitments.

"Average Availability" has the meaning assigned to such term in the definition of "Applicable Rate".

"Banking Services" means each and any of the following bank services provided to any Loan Party or LSIFCS by any Lender or any of its Affiliates (each, a "Bank Product Provider") : (a) credit cards for commercial customers (including, without limitation, "commercial credit cards" and purchasing cards), (b) stored value cards and (c) treasury management services (including, without limitation, controlled disbursement, automated clearinghouse transactions, return items, overdrafts and interstate depository network services).

"Banking Services Obligations" of the Loan Parties or LSIFCS means any and all obligations of the Loan Parties or LSIFCS, whether absolute or contingent and howsoever and whensover created, arising, evidenced or acquired (including all renewals, extensions and modifications thereof and substitutions therefor) in connection with Banking Services.

"Banking Services Reserves" means all Reserves which the Administrative Agent from time to time establishes in its Permitted Discretion for Banking Services then provided or outstanding.

“Bankruptcy Event” means, with respect to any Person, such Person becomes the subject of a bankruptcy or insolvency proceeding under applicable laws or otherwise, or has had a receiver, conservator, trustee, administrator, custodian, assignee for the benefit of creditors or similar Person charged with reorganization or liquidation of its business, appointed for it, or, in the good faith determination of the Administrative Agent, has taken any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any such proceeding or appointment, provided that a Bankruptcy Event shall not result solely by virtue of any ownership interest, or the acquisition of any ownership interest, in such Person by a Governmental Authority or instrumentality thereof, provided, further, that such ownership interest does not result in or provide such Person with immunity from the jurisdiction of courts within the United States or Canada or from the enforcement of judgments or writs of attachment on its assets or permit such Person (or such Governmental Authority or instrumentality), to reject, repudiate, disavow or disaffirm any contracts or agreements made by such Person.

“Banks” has the meaning assigned to such term in Section 9.21.

“Board” means the Board of Governors of the Federal Reserve System of the United States of America.

“Borrower” or **“Borrowers”** means, individually or collectively, the U.S. Borrower and the Canadian Borrower.

“Borrower Representative” has the meaning assigned to such term in Section 12.01.

“Borrowing” means (a) Revolving Loans of the same Class and Type, made, converted or continued on the same date and in the same currency and, in the case of Eurodollar Loans and CDOR Rate Loans, as to which a single Interest Period is in effect, (b) a Swingline Loan, (c) a U.S. Protective Advance and (d) a Multicurrency Protective Advance.

“Borrowing Base” means the Canadian Borrowing Base or the U.S. Borrowing Base, as applicable.

“Borrowing Base Cash Collateral Account” means each U.S. Borrowing Base Cash Collateral Account or Canadian Borrowing Base Cash Collateral Account.

“Borrowing Base Certificate” means a certificate, signed and certified as accurate and complete by a Financial Officer of the Borrower Representative, in substantially the form of Exhibit C or another form proposed by the Borrower Representative which is reasonably acceptable to the Administrative Agent in its sole discretion.

“Borrowing Request” means a request by the Borrower Representative for a Revolving Borrowing in accordance with Section 2.03.

“Business Day” means any day that is not a Saturday, Sunday or other day on which commercial banks in New York City or San Francisco are authorized or required by law to remain closed; provided that, (a) when used in connection with a Eurodollar Loan, the term “Business Day” shall also exclude any day on which banks are not open for dealings in dollar deposits in the London interbank market and (b) when used in connection with any Multicurrency Loan or any Multicurrency Letter of Credit, the term “Business Day” shall also exclude any day in which commercial banks in Toronto, Canada are authorized or required by law to remain closed.

“CAM” has the meaning assigned to such term in Section 9.18.

“CAM Exchange” has the meaning assigned to such term in Section 9.18.

“CAM Exchange Date” has the meaning assigned to such term in Section 9.18.

“CAM Percentage” has the meaning assigned to such term in Section 9.18.

“Canada” means the country of Canada.

“Canadian Availability Cash Collateral Account” means an account of a Canadian Loan Party held with the Administrative Agent or Multicurrency Administrative Agent (or Bank of America, N.A., The Bank of Nova Scotia or one of their respective affiliates, or another financial institution approved by the Multicurrency Administrative Agent in its reasonable discretion) designated by the Borrower Representative as a “Canadian Availability Cash Collateral Account” and subject to a blocked account agreement in form and substance reasonably satisfactory to the Administrative Agent.

“Canadian Benefit Plans” means any plan, fund, program, or policy, whether oral or written, formal or informal, funded or unfunded, insured or uninsured, providing employee benefits, including medical, hospital care, dental, sickness, accident, disability, life insurance, pension, retirement or savings benefits, under which any Canadian Loan Party or any Canadian Subsidiary of any Loan Party has any liability with respect to any employee or former employee, but excluding any Canadian Pension Plans.

“Canadian Borrower” has the meaning assigned to such term in the introductory paragraph of this Agreement.

“Canadian Borrower Outstandings” means, at any time, the sum of (i) the Dollar Amount of the Multicurrency Revolving Loans to the Canadian Borrower outstanding at such time plus (ii) the Multicurrency LC Exposure in respect of Letters of Credit issued for the account of the Canadian Borrower at such time plus (iii) the Dollar Amount of the Multicurrency Protective Advances to the Canadian Borrower outstanding at such time.

“Canadian Borrower Shared Outstandings” means, at any time, the amount by which the Canadian Borrower Outstandings at such time exceeds the Canadian Borrowing Base at such time.

“Canadian Borrowing Base” means, as of any date of determination (without duplication), a Dollar Amount equal to the sum of (i) 100% of cash and Cash Equivalent balances in Dollars or Canadian Dollars of the Canadian Loan Parties in the Canadian Borrowing Base Cash Collateral Account and the Canadian Availability Cash Collateral Account plus (ii) 90% of Eligible Credit Card Receivables of the Canadian Loan Parties plus (iii) 85% of Eligible Accounts of the Canadian Loan Parties plus (iv) following completion of a field examination and Inventory appraisal reasonably satisfactory to the Administrative Agent, (a) 90% of the Net Orderly Liquidation Value of Eligible Retail Finished Goods of the Canadian Loan Parties and (b) 85% of the Net Orderly Liquidation Value of Eligible Wholesale Finished Goods of the Canadian Loan Parties (which shall not exceed 100% of the cost of Eligible Wholesale Finished Goods of the Canadian Loan Parties) minus (v) without duplication, Reserves established by the Administrative Agent in its Permitted Discretion; provided that the Canadian Borrowing Base shall not exceed \$10,000,000 until such time as the Loan Parties have provided supporting detail to the Administrative Agent reasonably satisfactory to the Administrative Agent in

connection with the field examination of the Accounts and related working capital matters and financial information of the Canadian Loan Parties and of the related data processing and other systems.

“Canadian Borrowing Base Cash Collateral Account” means, collectively, one or more accounts of the Canadian Loan Parties, as designated from time to time by written notice from the Borrower Representative to the Administrative Agent, held with financial institutions and subject to control agreements in form and substance reasonably satisfactory to the Administrative Agent.

“Canadian Collateral” means any and all property owned, leased or operated by a Person covered by the Canadian Collateral Documents and any and all other property of any Canadian Loan Party, now existing or hereafter acquired, that may at any time be or become subject to a security interest or Lien in favor of the Administrative Agent to secure the Canadian Secured Obligations.

“Canadian Collateral Documents” means, collectively, the Canadian Security Agreement and any other documents entered into guaranteeing payment of, or pursuant to which a Canadian Loan Party grants a Lien upon any property as security for payment of the Canadian Secured Obligations.

“Canadian Collection Account” means a “Collection Account” as defined in the Canadian Security Agreement.

“Canadian Dollars” and “Cdn.\$” means dollars in the lawful currency of Canada.

“Canadian Guaranteed Obligations” has the meaning assigned to such term in Section 11.01.

“Canadian Guarantors” means the direct or indirect Canadian Subsidiaries of the U.S. Borrower (other than the Canadian Borrower and any Excluded Subsidiary) that become parties to this Agreement.

“Canadian Joinder Agreement” means a joinder agreement in substantially the form of Exhibit E-2.

“Canadian Loan Guaranty” means Article XI of this Agreement.

“Canadian Loan Parties” means the Canadian Borrower and the Canadian Guarantors.

“Canadian Obligated Party” has the meaning assigned to such term in Section 11.02.

“Canadian Obligations” means all unpaid principal of and accrued and unpaid interest on the Multicurrency Loans to the Canadian Borrower, all Multicurrency LC Exposure in respect of Multicurrency Letters of Credit issued for the account of the Canadian Borrower, all accrued and unpaid fees and all expenses, reimbursements, indemnities and other obligations of the Canadian Loan Parties to the Multicurrency Revolving Lenders, the Administrative Agent, the Multicurrency Administrative Agent, the Multicurrency Issuing Banks or any indemnified party arising under the Loan Documents.

“Canadian Pension Plans” means any registered plan, program or arrangement that is a pension plan for the purposes of any applicable Canadian federal or provincial pension legislation, which is maintained or contributed to by, or to which there is or may be an obligation to contribute by, a Loan Party or Subsidiary of a Loan Party operating in Canada in respect of any Person’s employment in Canada with such Loan Party or Subsidiary, other than Plans established by statute, but does not include the

Canadian Pension Plan maintained by the government of Canada or the Quebec Pension Plan maintained by the Province of Quebec.

“Canadian Prime Rate” means, for any date, the highest of (a) the annual rate of interest announced from time to time by the Multicurrency Administrative Agent as being its reference rate then in effect for determining interest rates on Canadian Dollar-denominated commercial loans made by it in Canada on such date and (b) the CDOR Rate for a 30 day term in effect on such date plus 1% per annum. “Canadian Prime Rate” when used with respect to a Loan or a Borrowing shall refer to whether such Loan, or the Loans comprising such Borrowing, are bearing interest at a rate determined by reference to the Canadian Prime Rate.

“Canadian Secured Obligations” means all Canadian Obligations, together with all (a) Banking Services Obligations owing by the Canadian Loan Parties to Bank Product Providers; and (b) Swap Obligations of the Canadian Loan Parties owing to one or more Hedge Providers; provided that not later than 30 days after such Hedge Provider becomes a Hedge Provider, the Lender or Affiliate of a Lender party thereto (other than Chase or any of its Affiliates) shall have delivered written notice to the Administrative Agent that such Person is a Hedge Provider; provided, further that the Canadian Secured Obligations with respect to any Guarantor shall not include Excluded Swap Obligations of such Guarantor.

“Canadian Security Agreement” means that certain Security Agreement, dated as of September 30, 2011, between the Canadian Loan Parties and the Administrative Agent, for the benefit of the Administrative Agent, and the other Lender Parties, and any other pledge or security agreement entered into, after the Original Effective Date by any other Canadian Loan Party (as required by this Agreement or any other Loan Document).

“Canadian Subsidiary” means any Subsidiary of the U.S. Borrower that is organized under the laws of Canada or any province or territory thereof.

“Capital Lease Obligations” of any Person means the obligations of such Person to pay rent or other amounts under any lease of (or other arrangement conveying the right to use) real or personal property, or a combination thereof, which obligations are required to be classified and accounted for as capital leases on a balance sheet of such Person under GAAP as in effect on the Original Effective Date, and the amount of such obligations shall be the capitalized amount thereof determined in accordance with such GAAP.

“Capital Markets Transaction” means an issuance or sale of unsecured Indebtedness by the U.S. Borrower through a public offering or private placement or under any unsecured term facility.

“Cash Collateral” means cash, and any interest or other income earned thereon, that is delivered to the Administrative Agent to Cash Collateralize any Letter of Credit.

“Cash Collateralize” means the delivery of cash to the Administrative Agent, as security for the payment of Obligations in respect of any Letter of Credit, in an amount equal to 103% of the face amount of such Letter of Credit. “Cash Collateralization” has a correlative meaning.

“Cash Collateralized Letter of Credit” means a Letter of Credit requested to be issued as a Cash Collateralized Letter of Credit in accordance with Section 2.06(b) or converted into a Cash Collateralized Letter of Credit pursuant to Section 2.06(l) and otherwise issued in accordance with the conditions hereunder applicable to a Cash Collateralized Letter of Credit, provided that upon

effectiveness of the conversion of any Cash Collateralized Letter of Credit in accordance with Section 2.06(l), such Letter of Credit shall no longer be a “Cash Collateralized Letter of Credit” for purposes of this Agreement.

Cash Equivalents means, as of any date of determination, (a) marketable securities (i) issued or directly and unconditionally guaranteed as to interest and principal by the United States government or, in the case of any Canadian Loan Party, the Canadian government or (ii) issued by any agency of the United States or, in the case of any Canadian Loan Party, Canada, in each case maturing within one year after such date; (b) taxable or tax-exempt marketable direct obligations issued by any state of the United States or, in the case of any Canadian Loan Party, any province, commonwealth or territory of Canada or any political subdivision of any such state, province, commonwealth or territory or any public instrumentality thereof, in each case maturing within one year after such date and having, at the time of the acquisition thereof, a rating of at least A- from S&P or the equivalent thereof from another nationally recognized rating agency; (c) commercial paper maturing no more than two hundred seventy (270) days from the date of creation thereof and having, at the time of the acquisition thereof, a rating of at least A-1 from S&P or the equivalent thereof from another nationally recognized rating agency; (d) time deposits, certificates of deposit or bankers’ acceptances maturing within one year after such date and issued or accepted by any Lender or by any commercial bank organized under the laws of the United States, any state thereof or an OECD country having, at such date, a rating of at least A- from S&P or the equivalent thereof from another nationally recognized rating agency (except as otherwise approved by the Treasurer of the U.S. Borrower in a manner consistent with board-approved policy) or by a primary government securities dealer reporting to the Market Reports Division of the Federal Reserve Bank of New York; (e) repurchase agreements with financial institutions organized under the laws of the United States, any state thereof or an OECD country having, at such date, a rating of at least A- from S&P or the equivalent thereof from another nationally recognized rating agency (except as otherwise approved by the Treasurer of the U.S. Borrower in a manner consistent with board-approved policy) or with a primary government securities dealer reporting to the Market Reports Division of the Federal Reserve Bank of New York; (f) Dollar denominated fixed or floating rate notes and foreign currency denominated fixed or floating rate notes, in each case maturing within one year after such date and having, at the time of the acquisition thereof, a rating of at least A or A-1 from S&P or the equivalent thereof from another nationally recognized rating agency; (g) variable rate demand notes with interest reset period and related put at par at 7-day intervals and having, at the time of the acquisition thereof, a rating of at least AA from S&P or the equivalent thereof from another nationally recognized rating agency; or (h) money market funds that (i) (x) comply with the criteria set forth in Securities and Exchange Commission Rule 2a-7 under the Investment Company Act of 1940 or (y) in the case of any Canadian Loan Party, are money market mutual funds (as defined in National Instrument 81-102 Mutual Funds) that are reporting issuers (as defined in Ontario securities law) in the Province of Ontario, (ii) are rated at least A- by S&P or the equivalent thereof from another nationally recognized ratings agency and (iii) have portfolio assets of at least \$1,000,000,000.

CDOR Rate means, for the relevant Interest Period, the Canadian deposit offered rate which, in turn means on any day the annual rate of interest determined with reference to the arithmetic average of the discount rate quotations of all institutions listed in respect of the relevant Interest Period for Canadian Dollar-denominated bankers’ acceptances displayed and identified as such on the “Reuters Screen CDOR Page” as defined in the International Swaps and Derivatives Association definitions, as modified and amended from time to time, as of 10:00 a.m. Toronto local time on such day and, if such day is not a Business Day, then on the immediately preceding Business Day (as adjusted by the Administrative Agent after 10:00 a.m. Toronto local time to reflect any error in the posted rate of interest or in the posted average annual rate of interest); provided that if such rates are not available on the

Reuters Screen CDOR Page on any particular day, then the Canadian deposit offered rate component of such rate on that day shall be calculated as the cost of funds quoted by the Administrative Agent to raise Canadian Dollars for the applicable Interest Period as of 10:00 a.m. Toronto local time on such day for commercial loans or other extensions of credit to businesses of comparable credit risk; or if such day is not a Business Day, then as quoted by the Administrative Agent on the immediately preceding Business Day. “CDOR Rate” when used with respect to a Loan or a Borrowing shall refer to whether such Loan, or the Loans comprising such Borrowing, are bearing interest at a rate determined by reference to the CDOR Rate.

“Change in Law” means (a) the adoption of any law, rule, regulation or treaty (including any rules or regulations issued under or implementing any existing law) after the date of this Agreement; (b) any change in any law, rule, regulation or treaty or in the administration, interpretation or application thereof by any Governmental Authority after the date of this Agreement; or (c) compliance by any Lender or the Issuing Bank (or, for purposes of Section 2.15(b), by any lending office of such Lender or by such Lender’s or the Issuing Bank’s holding company, if any) with any request, guideline, requirement or directive (whether or not having the force of law) of any Governmental Authority made or issued after the date of this Agreement; provided that notwithstanding anything herein to the contrary, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines, requirements or directives thereunder or issued in connection therewith or in the implementation thereof and (y) all requests, rules, guidelines, requirements or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a “Change in Law”, regardless of the date enacted, adopted, issued or implemented.

“Change of Control” means:

- (a) prior to the first Public Equity Offering that results in a Public Market, the Permitted Transferees cease to be the beneficial owners, directly or indirectly, of a majority of the total voting power of the voting stock of the U.S. Borrower, whether as a result of the issuance of securities of the U.S. Borrower, any merger, consolidation, liquidation or dissolution of the U.S. Borrower, any direct or indirect transfer of securities by the Permitted Transferee or otherwise;
- (b) on or after the first Public Equity Offering that results in a Public Market, if any “person” or “group” (as such terms are used in Sections 13(d) and 14(d) of the Exchange Act or any successor provisions to either of the foregoing), including any group acting for the purpose of acquiring, holding, voting or disposing of securities within the meaning of Rule 13d-5(b)(1) under the Exchange Act, other than any one or more of the Permitted Transferees, becomes the beneficial owner, directly or indirectly, of thirty-five percent (35%) or more of the total voting power of the voting stock of the U.S. Borrower, provided, however, that the Permitted Transferees are the beneficial owners, directly or indirectly, in the aggregate of a lesser percentage of the total voting power of the voting stock of the U.S. Borrower than that other person or group;
- (c) an event or series of events by which during any period of 24 consecutive months, a majority of the members of the board of directors or other equivalent governing body of the U.S. Borrower cease to be composed of individuals (i) who were members of that board or equivalent governing body on the first day of such period or (ii) whose election or nomination to that board was approved by individuals referred to in clause (i) above constituting at the time of such election or nomination at least a majority of that board or who were nominated by Permitted Transferees; or

(d) the occurrence of any “Change in Control” as defined in any indenture or agreement executed in connection with a Capital Markets Transaction.

For purposes of this definition (i) “beneficial owner” means a beneficial owner as defined in Rule 13d-3 under the Exchange Act, except that (A) a person shall be deemed to be the beneficial owner of all shares that the person has the right to acquire, whether that right is exercisable immediately or only after the passage of time and (B) Permitted Transferees shall be deemed to be the beneficial owners of any voting stock of a corporation or other legal entity held by any other corporation or other legal entity so long as the Permitted Transferees beneficially own, directly or indirectly, in the aggregate a majority of the total voting power of the voting stock of that corporation or other legal entity; and (ii) “voting stock” means all classes of Equity Interests then outstanding and normally entitled (without regard to the occurrence of any contingency) to vote in the election of directors.

“Chase” means JPMorgan Chase Bank, N.A., a national banking association, in its individual capacity, and its successors.

“Class” when used in reference to (i) any Commitment, refers to whether such Commitment is a U.S. Commitment or a Multicurrency Commitment and (ii) any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are U.S. Revolving Loans, Multicurrency Revolving Loans, Swingline Loans, Multicurrency Protective Advances or U.S. Protective Advances.

“Code” means the Internal Revenue Code of 1986, as amended.

“Collateral” means the U.S. Collateral and the Canadian Collateral.

“Collateral Access Agreement” has the meaning assigned to such term in the Security Agreements.

“Collateral Documents” means, collectively, the U.S. Collateral Documents and the Canadian Collateral Documents.

“Collection Account” means the Canadian Collection Account or the U.S. Collection Account.

“Commitment” means, with respect to each Lender, such Lender’s U.S. Commitment and/or Multicurrency Commitment from time to time.

“Commitment Fee Rate” means 0.30% per annum (decreasing to 0.25% per annum on any date if the corporate/family rating of the U.S. Borrower on such date is at least (x) Ba2 by Moody’s and (y) BB by S&P (in each case, with a stable or better outlook). Any change in the Commitment Fee Rate resulting from a change of a corporate/family rating shall become effective as of the first Business Day immediately following the date of the change in such corporate/family rating.

“Commitment Schedule” means the Schedule attached hereto identified as such.

“Commodity Exchange Act” means the Commodity Exchange Act (7 U.S.C. § 1 et seq.), as amended from time to time, and any successor statute.

“Compliance Certificate” means a certificate, signed and certified as accurate and complete by a Financial Officer of the Borrower Representative, in substantially the form of Exhibit D or another form which is mutually acceptable to the Administrative Agent and the Borrower Representative.

“Compliance Period” means each period commencing on the date (which was not part of a previously commenced Compliance Period) when Availability is less than the Minimum Excess Availability Amount and ending on the date when Availability has been at least the Minimum Excess Availability Amount for 30 consecutive days.

“Consolidated Capital Expenditures” means, for any period, the sum of the aggregate of all expenditures (whether paid in cash or other consideration or accrued as a liability and including Capitalized Lease Obligations of the U.S. Borrower and its Subsidiaries) by the U.S. Borrower and its Subsidiaries during that period that, in conformity with GAAP, are included in “additions to property, plant or equipment” or comparable items reflected in the consolidated statement of cash flows of the U.S. Borrower and its Subsidiaries but excluding the aggregate of all expenditures by the U.S. Borrower and its Subsidiaries during that period to acquire (by purchase or otherwise) the business, property or fixed assets of any Person, or the stock or other evidence of beneficial ownership of any Person that, as a result of such acquisition, becomes a Subsidiary of the U.S. Borrower. For purposes of this definition, the purchase price of equipment that is purchased simultaneously with the trade-in of existing equipment or with insurance proceeds shall be included in Consolidated Capital Expenditures only to the extent of the gross amount of such purchase price less the credit granted by the seller of such equipment for the equipment being traded in at such time or the amount of such proceeds, as the case may be.

“Consolidated EBITDA” means, for any period, an amount equal to, for the U.S. Borrower and its consolidated Subsidiaries:

(a) the sum of Consolidated Net Income for that period, plus the following to the extent reducing Consolidated Net Income for that period:

- (1) the provision for taxes based on income or profits or utilized in computing net loss,
- (2) Consolidated Interest Expense,
- (3) depreciation,
- (4) amortization of intangibles,
- (5) any non-recurring expenses relating to, or arising from, any closures of facilities; any restructuring costs; facilities relocation costs; and integration costs and fees (including cash severance payments) made in connection with acquisitions, in an aggregate amount for all such expenses pursuant to this clause (a)(5) not to exceed 15% of Consolidated EBITDA for such period prior to giving effect to this clause (a)(5),
- (6) any non-cash impairment charge or asset write-off (other than any such charge or write-off of Inventory) and the amortization of intangibles,
- (7) inventory purchase accounting adjustments and amortization and impairment charges resulting from other purchase accounting adjustments in connection with acquisitions,

(8) fees and expenses related to any offering of securities, Investments permitted hereby, acquisition and incurrence of Indebtedness permitted to be incurred hereunder (whether or not successful), and

(9) any other non-cash items (other than any non-cash item to the extent that it represents an accrual of or reserve for cash expenditures in any future period), minus

(b) all non-cash items increasing Consolidated Net Income for that period (other than any such non-cash item to the extent that it has resulted or will result in the receipt of cash payments in any period).

“Consolidated Fixed Charge Coverage Ratio” means, as of any date of determination, the ratio of (a)(i) Consolidated EBITDA for the twelve Fiscal Months most recently ended minus (ii) the sum of (A) the aggregate amount of all Consolidated Capital Expenditures made by the U.S. Borrower and its Subsidiaries during such period plus (B) federal, state, local and foreign income taxes paid in cash during such period, to (b) the sum, without duplication, of (i) Consolidated Interest Expense for such period, (ii) the amount of Restricted Payments made by the U.S. Borrower during such period in reliance on the proviso to Section 6.08(a) and (iii) the aggregate principal amount (or the equivalent thereto) of all scheduled repayments of Indebtedness (other than (x) intercompany Indebtedness, (y) payments of Existing Yen Notes and (z) payments of Existing Euro Notes) made by the U.S. Borrower and any other Loan Party during such period (other than to the extent such Indebtedness has been refinanced or defeased, or with respect to which restricted cash has been set aside to repay, during such period from the proceeds of new Indebtedness that is not secured by any Collateral).

“Consolidated Interest Expense” means, for any period, for the U.S. Borrower and its Subsidiaries on a consolidated basis, all interest (net of all interest income), premium, amortization, debt discount, fees, charges and related expenses of the U.S. Borrower and its Subsidiaries in connection with borrowed money (including capitalized interest) or in connection with the deferred purchase price of assets, in each case to the extent treated as interest expense in accordance with GAAP.

“Consolidated Net Income” means, for any period, the net income (loss) of the U.S. Borrower and its consolidated Subsidiaries (excluding any net income (loss) attributable to noncontrolling interests), determined in accordance with GAAP; provided, however, that there shall not be included in such Consolidated Net Income:

(a) any net income (loss) of any Person (other than the U.S. Borrower) if that Person is not a Subsidiary, except that the U.S. Borrower’s equity in the net income of any such Person for that period shall be included in such Consolidated Net Income up to the aggregate amount of cash distributed by that Person during that period to the U.S. Borrower or a Subsidiary as a dividend or other distribution,

(b) any gain (or loss) realized upon the sale or other disposition of any Property of the U.S. Borrower or any of its consolidated Subsidiaries (including pursuant to any Sale and Leaseback Transaction) that is not sold or otherwise disposed of in the ordinary course of business,

(c) any gain or loss attributable to the early extinguishment of Indebtedness,

(d) any extraordinary gain or loss or cumulative effect of a change in accounting principles to the extent disclosed separately on the consolidated statement of income,

(e) any unrealized gains or losses of the U.S. Borrower or its consolidated Subsidiaries on any Swap Obligations, and

(f) any non-cash compensation expense realized for grants of performance shares, stock options or other rights to officers, directors and employees of the U.S. Borrower or any Subsidiary, provided, however, that if any such shares, options or other rights are subsequently redeemed for Property other than Equity Interests of the U.S. Borrower that is not Disqualified Stock then the Fair Market Value of such Property shall be treated as a reduction in Consolidated Net Income during the period of such redemption.

“Consolidated Net Tangible Assets” means the aggregate amount of assets (less applicable reserves and other properly deductible items) after deducting therefrom (a) all current liabilities (excluding any indebtedness for money borrowed having a maturity of less than twelve (12) months from the date of the most recent consolidated balance sheet of the U.S. Borrower but which by its terms is renewable or extendable beyond twelve (12) months from such date at the option of the U.S. Borrower or any of its Subsidiaries), and (b) all goodwill, trade names, patents, unamortized debt discount and expense and any other like intangibles, all as set forth on the most recent consolidated balance sheet of the U.S. Borrower and computed in accordance with GAAP.

“Contaminant” means any waste, pollutant, hazardous substance, toxic substance, hazardous waste, special waste, petroleum or petroleum-derived substance or waste, asbestos in any form or condition, polychlorinated biphenyls (PCBs), or any constituent of any such substance or waste.

“Control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. **“Controlling”** and **“Controlled”** have meanings correlative thereto.

“Credit Exposure” means, as to any Lender at any time, the sum of (a) such Lender’s U.S. Credit Exposure, plus (b) such Lender’s Multicurrency Credit Exposure.

“Credit Party” means the Administrative Agent, the Multicurrency Administrative Agent, any Issuing Bank, the Swingline Lender or any other Lender.

“Default” means any event or condition which constitutes an Event of Default or which upon notice, lapse of time or both would, unless cured or waived, become an Event of Default.

“Defaulting Lender” means any Lender that (a) has failed, within two Business Days of the date required to be funded or paid, to (i) fund any portion of its Loans, (ii) fund any portion of its participations in Letters of Credit or Swingline Loans or (iii) pay over to any Credit Party any other amount required to be paid by it hereunder, unless, in the case of clause (i) above, such Lender notifies the Administrative Agent in writing that such failure is the result of such Lender’s good faith determination that a condition precedent to funding (specifically identified and including the particular Default, if any) has not been satisfied; (b) has notified any Borrower or any Credit Party in writing, or has made a public statement, to the effect that it does not intend or expect to comply with any of its funding obligations under this Agreement (unless such writing or public statement indicates that such position is based on such Lender’s good faith determination that a condition precedent to funding a Loan under this Agreement (specifically identified and including the particular Default, if any) cannot be satisfied) or generally under other agreements in which it commits to extend credit, (c) has failed, within three Business Days after request by a Credit Party, acting in good faith, to provide a certification in writing from an authorized officer of such Lender that it will comply with its obligations to fund prospective

Loans and participations in then outstanding Letters of Credit and Swingline Loans under this Agreement, provided that such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon such Credit Party's receipt of such certification in form and substance satisfactory to it and the Administrative Agent, or (d) has become the subject of a Bankruptcy Event.

"Designated Obligations" has the meaning assigned to such term in Section 9.18.

"Dilution Factors" means, without duplication, with respect to any period, the aggregate amount of all deductions, credit memos, returns, adjustments, allowances, bad debt write-offs and other non-cash credits which are recorded to reduce Accounts in a manner consistent with current and historical accounting practices of the Borrowers.

"Dilution Ratio" means, at any date, the amount (expressed as a percentage) equal to (a) the aggregate amount of the applicable Dilution Factors for the twelve (12) most recently ended fiscal months divided by (b) total gross sales for the twelve (12) most recently ended fiscal months.

"Dilution Reserve" means, at any date, the applicable Dilution Ratio multiplied by the Eligible Accounts.

"Disposition" or "Dispose" means the sale, transfer, license, lease or other disposition (including any sale and leaseback transaction) of any property by any Person, including any sale, assignment, transfer or other disposal, with or without recourse, of any notes or Accounts or any rights and claims associated therewith and any grant of any option or rights relating to any such property (other than any property to the extent that the aggregate value of such property sold, transferred, licensed, leased or otherwise disposed of in any single transaction or related series of transactions is less than \$5,000,000, individually, and \$15,000,000, collectively, during any Fiscal Year of the U.S. Borrower).

"Disqualified Stock" means, with respect to any Person, any Equity Interest that by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable, in either case at the option of the holder thereof) or otherwise:

- (a) matures or is mandatorily redeemable pursuant to a sinking fund obligation or otherwise,
 - (b) is or may become redeemable or repurchaseable at the option of the holder thereof, in whole or in part, or
 - (c) is convertible or exchangeable at the option of the holder thereof for Indebtedness or Disqualified Stock,
- on or prior to, in the case of clause (a), (b) or (c), the first anniversary of the Maturity Date.

"Document" has the meaning assigned to such term in the U.S. Security Agreement.

"Dollar Amount" means (a) with regard to any Obligation or calculation denominated in Dollars, the amount thereof, and (b) with regard to any Obligation or calculation denominated in Canadian Dollars or an LC Alternative Currency, the amount of Dollars which is equivalent to the amount so expressed in Canadian Dollars or such LC Alternative Currency at the Spot Rate on the relevant date of determination.

“dollars”, “Dollars” or “\$” refers to lawful money of the United States of America.

“Domestic Subsidiary” means any Subsidiary of the U.S. Borrower that is organized under the laws of the United States, any state thereof or the District of Columbia.

“Eligible Accounts” means, at any time, the Accounts of a Loan Party which the Administrative Agent determines in its Permitted Discretion, following consultation with the U.S. Borrower (but without any requirement for the U.S. Borrower’s consent), are eligible for inclusion in the applicable Borrowing Base. Without limiting the Administrative Agent’s discretion provided herein, Eligible Accounts shall not include any Account of a Loan Party:

- (a) which is not subject to a first priority perfected security interest in favor of the Administrative Agent (subject to any Permitted Encumbrance specified in subclause (b)(ii) below that has priority over the security interest in favor of the Administrative Agent by operation of applicable law);
- (b) which is subject to any Lien other than (i) a Lien in favor of the Administrative Agent, (ii) a Lien constituting a Permitted Encumbrance pursuant to clause (a), (b), (h) or (i) of the definition thereof and (iii) any other Permitted Encumbrance which does not have priority over the Lien in favor of the Administrative Agent;
- (c) (i) which is unpaid more than 97 days after the date of the original invoice therefor or more than 67 days after the original due date therefor, or (ii) which has been written off the books of such Loan Party or otherwise designated as uncollectible;
- (d) which is owing by an Account Debtor for which more than 50% of the Accounts owing from such Account Debtor and its Affiliates are ineligible under clause (c) of this definition of “Eligible Accounts”;
- (e) (i) which is owing by an Account Debtor whose corporate credit ratings are the higher of BBB- or better by S&P or Baa3 or better by Moody’s to the extent the aggregate amount of Accounts owing from such Account Debtor and its Affiliates to (x) such Loan Party exceeds 35% of the aggregate Eligible Accounts of such Loan Party or (y) all Loan Parties exceed 35% of the aggregate amount of Eligible Accounts of all Loan Parties, or (ii) which is owing by an Account Debtor not described in clause (i) above whose corporate credit ratings are the higher of BB- or better by S&P or Ba3 or better by Moody’s to the extent the aggregate amount of Accounts owing from such Account Debtor and its Affiliates to (x) such Loan Party exceeds 25% of the aggregate Eligible Accounts of such Loan Party or (y) all Loan Parties exceed 25% of the aggregate amount of Eligible Accounts of all Loan Parties or (iii) which is owing by any other Account Debtor not described in clause (i) or (ii) above to the extent the aggregate amount of Accounts owing from such Account Debtor and its Affiliates to (x) such Loan Party exceeds 20% of the aggregate Eligible Accounts of such Loan Party or (y) all Loan Parties exceed 20% of the aggregate amount of Eligible Accounts of all Loan Parties;
- (f) with respect to which any covenant contained in this Agreement or in the applicable Security Agreement has been breached or any representation or warranty contained in this Agreement or in the applicable Security Agreement is not true in any material respect (or with respect to any representation or warranty that is already qualified by materiality, such representation or warranty is not true);

(g) which (i) does not arise from the sale of goods or performance of services in the ordinary course of business, (ii) is not evidenced by an invoice or other documentation satisfactory to the Administrative Agent which has been sent to the Account Debtor, (iii) represents a progress billing, (iv) is contingent upon such Loan Party's completion of any further performance, (v) represents a sale on a bill-and-hold, guaranteed sale, sale-and-return, sale on approval, consignment, cash-on-delivery or any other repurchase or return basis or (vi) relates solely to payments of interest;

(h) for which the goods giving rise to such Account have not been shipped to the Account Debtor or for which the services giving rise to such Account have not been performed by such Loan Party;

(i) with respect to which any check or other instrument of payment has been returned uncollected for any reason;

(j) which is owed by an Account Debtor which has (i) applied for, suffered, or consented to the appointment of any receiver, custodian, trustee, or liquidator of its assets or, in the case of any Account Debtor of a Canadian Loan Party, any equivalent of the foregoing in any applicable jurisdiction, (ii) had possession of all or a material part of its property taken by any receiver, custodian, trustee or liquidator or, in the case of any Account Debtor of a Canadian Loan Party, any equivalent of the foregoing in any applicable jurisdiction, (iii) filed, or had filed against it, any request or petition for liquidation, reorganization, arrangement, adjustment of debts, adjudication as bankrupt, winding-up, or voluntary or involuntary case under any state or federal bankruptcy laws or other Insolvency Laws (other than post-petition accounts payable of an Account Debtor that is a debtor-in-possession under the Bankruptcy Code and reasonably acceptable to the Administrative Agent), (iv) admitted in writing its inability to pay its debts as they become due, or (v) ceased operation of its business as a going concern;

(k) which is owed by any Account Debtor which has sold all or a substantially all of its assets;

(l) which is owed by an Account Debtor which (i) does not maintain its chief executive office in the U.S. or Canada or (ii) is not organized under applicable law of the U.S., any state of the U.S., Canada, or any province or territory of Canada unless, in either case, such Account is backed by a Letter of Credit acceptable to the Administrative Agent; provided that the Administrative Agent may make up to \$10,000,000 of such Accounts eligible in its discretion;

(m) which is owed in any currency other than Dollars or Canadian Dollars;

(n) which is owed by (i) the government (or any department, agency, public corporation, or instrumentality thereof) of any country other than the U.S. or Canada unless such Account is backed by a Letter of Credit acceptable to the Administrative Agent which is in the possession of, and is directly drawable by, the Administrative Agent, or (ii) (1) the government of the U.S., or any department, agency, public corporation, or instrumentality thereof, unless the Federal Assignment of Claims Act of 1940, as amended (31 U.S.C. § 3727 *et seq.* and 41 U.S.C. § 15 *et seq.*), or (2) the federal government of Canada, unless the Financial Administration Act (Canada), as amended, and any other steps necessary to ensure the enforceability of the Lien of the Administrative Agent in such Account have been complied with to the Administrative Agent's satisfaction; provided that the Administrative Agent may make up to \$10,000,000 of such Accounts eligible in its discretion;

- (o) which is owed by any Affiliate of any Loan Party or any employee, officer, director, or stockholder of any Loan Party;
- (p) which is owed by an Account Debtor or any Affiliate of such Account Debtor to which any Loan Party is indebted, but only to the extent of such indebtedness, or is subject to any security, deposit, progress payment, retainage or other similar advance made by or for the benefit of an Account Debtor, in each case to the extent thereof;
- (q) which is subject to any counterclaim, deduction, defense, setoff or dispute (but only to the extent of any such counterclaim, deduction, defense, setoff or dispute);
- (r) which is evidenced by any promissory note, chattel paper or instrument;
- (s) which is owed by an Account Debtor located in any jurisdiction which requires filing of a “Notice of Business Activities Report” or other similar report in order to permit such Loan Party to seek judicial enforcement in such jurisdiction of payment of such Account, unless (i) such Loan Party has filed such report or qualified to do business in such jurisdiction or (ii) the Administrative Agent is satisfied in its Permitted Discretion that the failure to file such report and inability to seek judicial enforcement can be remedied without material delay or material cost;
- (t) with respect to which such Loan Party has made any agreement with the Account Debtor for any reduction thereof, but only to the extent of such reduction, other than discounts and adjustments given in the ordinary course of business, and any Account which was partially paid and such Loan Party created a new receivable for the unpaid portion of such Account;
- (u) which the Administrative Agent determines may not be paid by reason of the Account Debtor’s inability to pay or which the Administrative Agent otherwise determines is unacceptable for any reason whatsoever; or
- (v) which the applicable Loan Party has transferred to a third party pursuant to Section 6.05(g) or which such Loan Party expects to transfer to a third party pursuant to Section 6.05(g).

In determining the amount of an Eligible Account of a Loan Party, the face amount of an Account may, in the Administrative Agent’s Permitted Discretion, be reduced by, without duplication, to the extent not reflected in such face amount, (i) the amount of all accrued and actual discounts, claims, credits or credits pending, promotional program allowances, price adjustments, finance charges or other allowances (including any amount that such Loan Party may be obligated to rebate to an Account Debtor pursuant to the terms of any agreement or understanding (written or oral)) and (ii) the aggregate amount of all cash received in respect of such Account but not yet applied by such Loan Party to reduce the amount of such Account.

“Eligible Assignee” has the meaning assigned to such term in Section 9.04.

“Eligible Credit Card Receivables” means, at any time, Accounts due to a Loan Party from major credit card processors (including, but not limited to, VISA, Mastercard, American Express, Diners Club and DiscoverCard) as arise in the ordinary course of business and which have been earned by performance, which the Administrative Agent determines in its Permitted Discretion, following consultation with the U.S. Borrower (but without any requirement for the U.S. Borrower’s consent), are

eligible for inclusion in the applicable Borrowing Base. Without limiting the Administrative Agent's discretion provided herein, none of the following shall be deemed to be Eligible Credit Card Receivables:

- (a) Accounts due from major credit card processors that have been outstanding for more than five Business Days from the date of sale or for such longer period as may be approved by the Administrative Agent;
- (b) Accounts due from major credit card processors with respect to which a Loan Party does not have good, valid and marketable title thereto;
- (c) Accounts due from major credit card processors that are not subject to a first priority perfected Lien in favor of the Administrative Agent (subject to any Permitted Encumbrance specified in subclause (b)(ii) of the definition of Eligible Accounts that has priority over the security interest in favor of the Administrative Agent by operation of applicable law);
- (d) Accounts due from major credit card processors which are disputed, or with respect to which a claim, counterclaim, offset or chargeback has been asserted, by the related credit card processor (but only to the extent of such dispute, counterclaim, offset or chargeback) (it being the intent that chargebacks in the ordinary course by the credit card processors shall not be deemed violative of this clause);
- (e) Accounts due from major credit card processors (other than VISA, Mastercard, American Express, Diners Club and DiscoverCard) which the Administrative Agent determines in its commercially reasonable discretion acting in good faith to be unlikely to be collected; or
- (f) with respect to which any covenant contained in this Agreement or in the applicable Security Agreement has been breached or any representation or warranty contained in this Agreement or in the applicable Security Agreement is not true in any material respect (or with respect to any representation or warranty that is already qualified by materiality, such representation or warranty is not true).

"Eligible Finished Goods" means, at any time, Eligible Inventory consisting of finished goods (other than Eligible Third Party Logistics Goods) which the Administrative Agent determines in its Permitted Discretion, following consultation with the U.S. Borrower (but without any requirement for the U.S. Borrower's consent), is eligible for inclusion in the applicable Borrowing Base.

"Eligible Inventory" means, at any time, the Inventory of a Loan Party which the Administrative Agent determines in its Permitted Discretion, following consultation with the U.S. Borrower (but without any requirement for the U.S. Borrower's consent), is eligible for inclusion in the applicable Borrowing Base. Without limiting the Administrative Agent's discretion provided herein, Eligible Inventory of a Loan Party shall not include any Inventory:

- (a) which is not subject to a first priority perfected security interest in favor of the Administrative Agent (subject to any Permitted Encumbrance specified in subclause (b)(ii) below that has priority over the security interest in favor of the Administrative Agent by operation of applicable law);
- (b) which is subject to any Lien other than (i) a Lien in favor of the Administrative Agent, (ii) a Lien constituting a Permitted Encumbrance pursuant to clause (a), (b), (f), (h) or (i)

of the definition thereof and (iii) any other Permitted Encumbrance which does not have priority over the Lien in favor of the Administrative Agent;

(c) which is, in the Administrative Agent's opinion, slow moving, obsolete, unmerchantable, defective, used, unfit for sale, or not salable at prices approximating at least the cost of such Inventory in the ordinary course of business;

(d) with respect to which any covenant contained in this Agreement or in a Security Agreement has been breached or any representation or warranty contained in this Agreement or in a Security Agreement is not true in any material respect (or with respect to any representation or warranty that is already qualified by materiality, such representation or warranty is untrue) and which does not conform to all standards imposed by any Governmental Authority;

(e) which is not finished goods or raw materials or which constitutes work-in-process, spare or replacement parts, packaging and shipping material, manufacturing supplies, samples, prototypes, bill-and-hold or ship-in-place goods, goods that are returned or marked for return, repossessed goods, defective or damaged goods, or goods held or sold on consignment;

(f) which, in respect of

(1) a U.S. Loan Party, is not located in the U.S. and is in transit with a common carrier from vendors and suppliers, provided that Inventory in transit from vendors and suppliers may be included as Eligible Inventory despite the foregoing provision of this clause (f)(1) so long as:

(i) title to such Inventory has not passed to a third party;

(ii) the U.S. Borrower or a U.S. Guarantor controls the documents of title representing such Inventory;

(iii) the Inventory is in transit within the United States to the U.S. Borrower or any U.S. Guarantor for receipt by the U.S. Borrower or a U.S. Guarantor within sixty (60) days of the date of determination that has not yet been received into a distribution center or store of such Person; and

(iv) such Inventory would otherwise constitute Eligible Inventory;

(2) a Canadian Loan Party, is not located in a province or territory in Canada in which the Administrative Agent has a perfected Lien in such eligible Inventory and is in transit with a common carrier from vendors and suppliers, provided that Inventory in transit from vendors and suppliers may be included as Eligible Inventory despite the foregoing provision of this clause (f)(2) so long as:

(i) title to such Inventory has not passed to a third party;

(ii) the applicable Canadian Loan Party controls the documents of title representing such Inventory;

(iii) the Inventory is in transit within Canada to a Canadian Loan Party for receipt by the Canadian Loan Party within sixty (60) days of the date of determination that has not yet been received into a distribution center or store of such Person; and

(iv) such Inventory would otherwise constitute Eligible Inventory;

(g) which is located in any location leased by such Loan Party unless (i) the lessor has delivered to the Administrative Agent a Collateral Access Agreement or (ii) a Reserve for rent, charges and other amounts due or to become due with respect to such facility has been established by the Administrative Agent in its Permitted Discretion;

(h) which is located in any third party warehouse or is in the possession of a bailee (other than a third party processor) and is not evidenced by a Document, unless (i) such warehouseman or bailee has delivered to the Administrative Agent a Collateral Access Agreement and such other documentation as the Administrative Agent may require or (ii) an appropriate Reserve has been established by the Administrative Agent in its Permitted Discretion;

(i) which contains or bears any intellectual property rights licensed to such Loan Party unless the Administrative Agent is satisfied that it may sell or otherwise dispose of such Inventory without (i) infringing the rights of such licensor, (ii) violating any contract with such licensor, or (iii) incurring any liability with respect to payment of royalties other than royalties incurred pursuant to sale of such Inventory under the current licensing agreement; or

(j) which is not reflected in a current perpetual inventory report of such Loan Party (unless such Inventory is reflected in a report to the Administrative Agent as "in transit" Inventory).

Eligible Raw Materials means, at any time, Eligible Inventory consisting of raw materials which the Administrative Agent determines in its Permitted Discretion, following consultation with the U.S. Borrower (but without any requirement for the U.S. Borrower's consent), is eligible for inclusion in the applicable Borrowing Base.

Eligible Retail Finished Goods means, at any time, Eligible Inventory consisting of finished retail goods which the Administrative Agent determines in its Permitted Discretion, following consultation with the applicable Borrower (but without any requirement for the applicable Borrower's consent), is eligible for inclusion in the applicable Borrowing Base.

Eligible Third Party Logistics Goods means, at any time, finished goods consisting of returns, irregulars, closeouts, seconds, samples and other similar goods owned by the U.S. Borrower or a U.S. Guarantor and held by GENCO I, Inc., a third party logistics provider, or any of its Affiliates or successors or third party logistics providers acceptable to the Administrative Agent providing similar products and services which finished goods the Administrative Agent determines in its Permitted Discretion, following consultation with the U.S. Borrower (but without any requirement for the U.S. Borrower's consent), are eligible for inclusion in the applicable Borrowing Base.

Eligible Trademark Collateral means the U.S. Levi's Trademarks, U.S. Levi's Patents, U.S. Levi's Copyrights and Licenses (each as defined in the U.S. Security Agreement) held by the U.S. Borrower.

“Eligible Wholesale Finished Goods” means, at any time, Eligible Inventory consisting of finished wholesale goods (other than Eligible Third Party Logistics Goods) which the Administrative Agent determines in its Permitted Discretion, following consultation with the applicable Borrower (but without any requirement for the applicable Borrower’s consent), is eligible for inclusion in the applicable Borrowing Base.

“Environmental Laws” means all laws, rules, regulations, codes, ordinances, orders, orders-in-council, decrees, judgments, injunctions, notices or binding agreements issued, promulgated or entered into by any Governmental Authority, relating in any way to the environment, preservation or reclamation of natural resources, the management, presence, release or threatened release of any Hazardous Material or to health and safety matters.

“Environmental Liability” means any liability, contingent or otherwise (including any liability for damages, costs of environmental remediation, fines, penalties or indemnities), of any Borrower or Subsidiary directly or indirectly resulting from or based upon (a) any violation of any Environmental Law, (b) the generation, use, handling, transportation, storage, treatment or disposal of any Hazardous Materials, (c) the presence of any exposure to any Hazardous Materials, (d) the release or threatened release of any Hazardous Materials into the environment or (e) any contract, agreement or other consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing.

“Environmental Lien” means a Lien in favor of any Governmental Authority for (a) any liability under Environmental Laws, or (b) damages arising from, or costs incurred by such Governmental Authority in response to, a Release or threatened Release of a Contaminant into the environment.

“Equipment” means all now owned and hereafter acquired machinery, equipment, furniture, furnishings, fixtures, and other tangible personal property (except Inventory) of the U.S. Borrower or any of its Subsidiaries, including embedded software, dies, tools, jigs, molds and office equipment, as well as all of such types of property leased by the U.S. Borrower or any of its Subsidiaries and all rights and interests of the U.S. Borrower or any of its Subsidiaries with respect thereto under such leases (including, without limitation, options to purchase); together with all present and future additions and accessions thereto, replacements therefor, component and auxiliary parts and supplies used or to be used in connection therewith, and all substitutes for any of the foregoing, and all manuals, drawings, instructions, warranties and rights with respect thereto; wherever any of the foregoing is located.

“Equipment Financing Transaction” means any financing with any Person of Equipment which will be treated as Indebtedness.

“Equity Interests” means shares of capital stock, partnership interests, membership interests in a limited liability company, beneficial interests in a trust or other equity ownership interests in a Person, and any warrants, options or other rights entitling the holder thereof to purchase or acquire any such equity interest.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended from time to time.

“ERISA Affiliate” means any trade or business (whether or not incorporated) that, together with a Borrower, is treated as a single employer under Section 414(b) or (c) of the Code or, solely for purposes of Section 302 of ERISA and Section 412 of the Code, is treated as a single employer under Section 414 of the Code.

“ERISA Event” means (a) any “reportable event,” as defined in Section 4043 of ERISA or the regulations issued thereunder, with respect to a Plan (other than an event for which the 30 day notice period is waived); (b) any failure to satisfy the minimum funding standards (within the meaning of Section 412 of the Code or Section 302 of ERISA) applicable to such Plan, whether or not waived; (c) the filing pursuant to Section 412 of the Code or Section 303 of ERISA of an application for a waiver of the minimum funding standard with respect to any Plan; (d) a determination that any Plan is, or is expected to be, in “at risk” status (as defined in Section 430(i)(4) of the Code or Section 303(i)(4) of ERISA; (e) the incurrence by any Borrower or any of its ERISA Affiliates of any liability under Title IV of ERISA with respect to the termination of any Plan; (f) the receipt by any Borrower or any ERISA Affiliate from the PBGC or a plan administrator of any notice relating to an intention to terminate any Plan or Plans or to appoint a trustee to administer any Plan; (g) the incurrence by any Borrower or any of its ERISA Affiliates of any liability with respect to the withdrawal or partial withdrawal from any Plan or Multiemployer Plan; (h) the receipt by any Borrower or any ERISA Affiliate of any notice, or the receipt by any Multiemployer Plan from any Borrower or any ERISA Affiliate of any notice, concerning the imposition of Withdrawal Liability or a determination that a Multiemployer Plan is, or is expected to be, insolvent or in reorganization, within the meaning of Title IV of ERISA, or in “endangered” or “critical” status (within the meaning of Section 432 of the Code or Section 305 of ERISA); (i) the withdrawal of any Borrower or any ERISA Affiliate from a Plan subject to Section 4063 of ERISA during a plan year in which such entity was a “substantial employer” (as defined in Section 4001(a)(2) of ERISA) or a cessation of operations that is treated as such a withdrawal under Section 4062(e) of ERISA; or (j) the occurrence of a nonexempt prohibited transaction (within the meaning of Section 4975 of the Code or Section 406 of ERISA) which could result in liability to any Borrower or ERISA Affiliate.

“Eurodollar,” when used in reference to any Loan or Borrowing denominated in Dollars and, when so used, refers to whether such Loan bears, or the Loans comprising such Borrowing, are bearing interest at a rate determined by reference to the Adjusted LIBO Rate.

“Euro Notes Indenture” means the Indenture, dated as of May 6, 2010, by and between the U.S. Borrower, as issuer, and Wells Fargo Bank, National Association, as trustee.

“Event of Default” has the meaning assigned to such term in Article VII.

“Excluded Subsidiaries” means (i) The Great Western Garment Company Limited and (ii) The Great Western Garment Company (N.B.) Limited.

“Excluded Swap Obligation” means, with respect to any Guarantor, (a) any Swap Obligation if, and to the extent that, all or a portion of the Guarantee of such Guarantor of, or the grant by such Guarantor of a security interest to secure, such Swap Obligation (or any Guarantee thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation, or order of the Commodity Futures Trading Commission (or the applicable or official interpretation of any thereof) (i) by virtue of such Guarantor’s failure to constitute an “eligible contract participant,” as defined in the Commodity Exchange Act and the regulations thereunder (determined after giving effect to any applicable keepwell, support, or other agreement for the benefit of such Guarantor and any and all applicable guarantees of such Guarantor’s Swap Obligations by other Loan Parties), at the time the guarantee of (or grant of such security interest by, as applicable) such Guarantor becomes or would become effective with respect to such Swap Obligation or (ii) in the case of a Swap Obligation that is subject to a clearing requirement pursuant to section 2(h) of the Commodity Exchange Act, because such Guarantor is a “financial entity,” as defined in section 2(h)(7)(C) of the Commodity Exchange Act, at the time the guarantee of (or grant of such security interest by, as applicable) such Guarantor becomes or would become effective with respect

to such Swap Obligation or (b) any other Swap Obligation designated as an “Excluded Swap Obligation” of such Guarantor as specified in any agreement between the relevant Loan Parties and Hedge Provider applicable to such Swap Obligation.

“Excluded Taxes” means, with respect to any payment made by any Loan Party under any Loan Document, any of the following Taxes: (a) income or franchise Taxes imposed on (or measured by) net income or net profits (i) as a result of the recipient being organized in, or having its principal office or, in the case of any Lender, its applicable lending office in, the taxing jurisdiction or (ii) that are Other Connection Taxes; (b) any branch profits Taxes imposed under Section 884(a) of the Code, or any similar Taxes, imposed as a result of the recipient conducting business in the taxing jurisdiction (other than a business arising (or deemed to arise) solely as a result of the Loan Documents or any transactions contemplated thereby); (c) in the case of a Non-U.S. Lender (other than an assignee pursuant to a request by a Borrower under Section 2.19(b)), any U.S. federal withholding Taxes resulting from any law in effect on the date such Non U.S.-Lender becomes a party to this Agreement (or designates a new lending office), except to the extent that such Non U.S.-Lender (or its assignor, if any) was entitled, immediately prior to the designation of a new lending office (or assignment), to receive additional amounts from the Borrowers with respect to such withholding Taxes pursuant to Section 2.17(a); (d) any withholding Tax attributable to a Lender’s failure to comply with Section 2.17(f); (e) any U.S. federal withholding taxes imposed pursuant to FATCA; and (f) in the case of any payment made by a Canadian Loan Party any (i) Canadian federal withholding Taxes imposed on a payment to a Lender, Issuing Bank, recipient or agent thereof who does not deal at arm’s length with the relevant Canadian Loan Party for purposes of the ITA and (ii) any Taxes imposed by Canada (or a jurisdiction within Canada) on the capital of any recipient of such payment.

“Existing Credit Agreement” shall have the meaning provided in the recitals hereto.

“Existing Euro Notes” means the 7.75% Senior Notes due 2018 issued under the Euro Notes Indenture.

“Existing Loan Documents” shall have the meaning provided in the Section 1.06 hereto.

“Existing Yen Notes” means the 4.25% Senior Notes due 2016 issued under the Fiscal Agency Agreement, dated as of November 22, 1996, by and between the U.S. Borrower, as issuer, and Citibank, N.A., as fiscal agent.

“Facility” means each of the U.S. Facility and the Multicurrency Facility.

“FATCA” means Sections 1471 through 1474 of the Code as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations or official interpretations thereof and any agreements entered into pursuant to Section 1471(b)(2) of the Code as of the date of this Agreement (or any amended or successor version described above).

“Federal Funds Effective Rate” means, for any day, the weighted average (rounded upwards, if necessary, to the next 1/100 of 1%) of the rates on overnight Federal funds transactions with members of the Federal Reserve System arranged by Federal funds brokers, as published on the next succeeding Business Day by the Federal Reserve Bank of New York, or, if such rate is not so published for any day that is a Business Day, the average (rounded upwards, if necessary, to the next 1/100 of 1%) of the quotations for such day for such transactions received by the Administrative Agent from three Federal funds brokers of recognized standing selected by it.

“Financial Officer” means the chief financial officer, principal accounting officer, treasurer, controller or assistant treasurer of the U.S. Borrower, or any other officer or duly delegated employee identified to the Administrative Agent by written notice from time to time having substantially the same authority and responsibility.

“Fiscal Month” means, with respect to the U.S. Borrower or any of its Subsidiaries, the approximately one-month period ending around the end of each month or such other applicable period, as determined from time to time by the U.S. Borrower in the ordinary course of its business, as the context may require, or, if any such Subsidiary was not in existence on the first day of any such period, the period commencing on the date on which such Subsidiary is incorporated, organized, formed or otherwise created and ending on the last day of such period.

“Fiscal Quarter” means, with respect to the U.S. Borrower or any of its Subsidiaries, the approximately three-month period ending on (a) a day at the end of February or the beginning of March, (b) a day at the end of May or the beginning of June, (c) a day at the end of August or the beginning of September or (d) a day at the end of November or the beginning of December, as the case may be, as determined from time to time by the U.S. Borrower in the ordinary course of its business, as the context may require, or, if any such Subsidiary was not in existence on the first day of any such period, the period commencing on the date on which such Subsidiary is incorporated, organized, formed or otherwise created and ending on the last day of such period.

“Fiscal Year” means, with respect to the U.S. Borrower or any of its Subsidiaries, the approximately twelve-month period ending on the last Sunday in November in each year (or, with respect to certain Foreign Subsidiaries due to local statutory requirements, November 30 of each year) or, if any such Subsidiary was not in existence on such day in November in any calendar year, the period commencing on the date on which such Subsidiary is incorporated, organized, formed or otherwise created and ending on the last Sunday (or, if applicable, November 30) of the next succeeding November.

“Foreign Inventory Transaction” means any financing with any Person of Inventory owned by a Foreign Subsidiary (other than a Canadian Subsidiary) which is, upon completion of such financing, treated as Indebtedness.

“Foreign Receivables” means all obligations of any obligor (whether now existing or hereafter arising) under a contract for sale of goods or services by Foreign Subsidiaries (other than a Canadian Subsidiary), which includes any obligation of such obligor (whether now existing or hereafter arising) to pay interest, finance charges or amounts with respect thereto, and, with respect to any of the foregoing receivables or obligations, (a) all of the interest of Foreign Subsidiaries (other than a Canadian Subsidiary) in the goods (including returned goods) the sale of which gave rise to such receivable or obligation after the passage of title thereto to any obligor, (b) all other Liens and property of Foreign Subsidiaries (other than a Canadian Subsidiary) subject thereto from time to time purporting to secure payment of such receivables or obligations, (c) all guarantees, insurance, letters of credit and other agreements or arrangements of whatever character from time to time supporting or securing payment of any such receivables or obligations, (d) all books and records relating to the foregoing, lockbox accounts containing primarily proceeds of the foregoing, and other similar related assets of Foreign Subsidiaries (other than a Canadian Subsidiary) customarily transferred (or in which security interests are customarily granted) to purchasers in receivables purchase transactions that are treated as sales under GAAP, (e) all rights of Foreign Subsidiaries (other than a Canadian Subsidiary) to refunds on account of value added tax in respect of goods sold to an obligor, any receivable from whom is or becomes a defaulted receivable,

and (f) proceeds of or judgments relating to any of the foregoing, any debts represented thereby and all rights of action against any Person in connection therewith.

“Foreign Subsidiary” means any Subsidiary of the U.S. Borrower, other than a Domestic Subsidiary.

“Funding Accounts” has the meaning assigned to such term in Section 4.01(g).

“GAAP” means generally accepted accounting principles in the United States of America.

“Governmental Authority” means the government of the United States of America, Canada, any other nation or any political subdivision thereof, whether provincial, territorial, state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

“Guarantee” of or by any Person (the “guarantor”) means any obligation, contingent or otherwise, of the guarantor guaranteeing or having the economic effect of guaranteeing any Indebtedness or other obligation of any other Person (the “primary obligor”) in any manner, whether directly or indirectly, and including any obligation of the guarantor, direct or indirect, (a) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other obligation or to purchase (or to advance or supply funds for the purchase of) any security for the payment thereof, (b) to purchase or lease property, securities or services for the purpose of assuring the owner of such Indebtedness or other obligation of the payment thereof, (c) to maintain working capital, equity capital or any other financial statement condition or liquidity of the primary obligor so as to enable the primary obligor to pay such Indebtedness or other obligation or (d) as an account party in respect of any letter of credit or letter of guaranty issued to support such Indebtedness or obligation; provided, that the term Guarantee shall not include endorsements for collection or deposit in the ordinary course of business.

“Hazardous Materials” means all explosive or radioactive substances or wastes and all hazardous or toxic substances, wastes or other pollutants, including petroleum or petroleum distillates, asbestos or asbestos containing materials, polychlorinated biphenyls, radon gas, infectious or medical wastes and all other substances or wastes of any nature regulated pursuant to any Environmental Law.

“Hedge Provider” means a Lender or an Affiliate of a Lender and that enters into a Swap Agreement, in each case, in its capacity as a party to such Swap Agreement.

“Impacted Interest Period” has the meaning assigned to such term in the definition of “LIBO Rate”.

“Indebtedness” of any Person means, without duplication, (a) all obligations of such Person for borrowed money or with respect to deposits or advances of any kind, (b) all obligations of such Person evidenced by bonds, debentures, notes or similar instruments, (c) all obligations of such Person upon which interest charges are customarily paid, (d) all obligations of such Person under conditional sale or other title retention agreements relating to property acquired by such Person, (e) all obligations of such Person in respect of the deferred purchase price of property or services (excluding current accounts payable incurred in the ordinary course of business), (f) all Indebtedness of others secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any Lien on property owned or acquired by such Person, whether or not the Indebtedness secured thereby

has been assumed, (g) all Guarantees by such Person of Indebtedness of others, (h) all Capital Lease Obligations of such Person, (i) all obligations, contingent or otherwise, of such Person as an account party in respect of letters of credit and letters of guaranty, (j) all obligations, contingent or otherwise, of such Person in respect of bankers' acceptances, and (k) all obligations of such Person under any liquidated earn-out. The Indebtedness of any Person shall include the Indebtedness of any other entity (including any partnership in which such Person is a general partner) to the extent such Person is liable therefor as a result of such Person's ownership interest in or other relationship with such entity, except to the extent the terms of such Indebtedness provide that such Person is not liable therefor.

"Indemnified Taxes" means (a) Taxes, other than Excluded Taxes, imposed on or with respect to any payment made by any Loan Party under any Loan Document and (b) Other Taxes.

"Insolvency Laws" means each of the *Bankruptcy and Insolvency Act* (Canada), the *Companies' Creditors Arrangement Act* (Canada), and the *Winding-Up and Restructuring Act* (Canada), each as now and hereafter in effect, any successors to such statutes and any other applicable insolvency or other similar law of any jurisdiction, including any law of any jurisdiction permitting a debtor to obtain a stay or a compromise of the claims of its creditors against it.

"Insolvent" means, when used with respect to any Person, that at the time of determination:

- (a) the assets of such Person, at a fair valuation, are less than the total amount of its debts (including contingent liabilities);
- (b) the present fair saleable value of its assets is less than its probable liability on its existing debts as such debts become absolute and matured;
- (c) it is then unable and does not expect to be able to pay its debts (including contingent debts and other commitments) as they mature; and
- (d) it has capital insufficient to carry on its business as conducted and as proposed to be conducted.

For purposes of determining whether a Person is Insolvent, the amount of any contingent liability shall be computed as the amount that, in light of all the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability.

"Interest Election Request" means a request by the Borrower Representative to convert or continue a Revolving Borrowing in accordance with Section 2.07.

"Interest Payment Date" means (a) with respect to any ABR Loan (other than a Swingline Loan) or Canadian Prime Rate Loan, the first Business Day of each calendar quarter and the Maturity Date, (b) with respect to any Eurodollar Loan or CDOR Rate Loan, the last day of the Interest Period applicable to the Borrowing of which such Loan is a part (and, in the case of a Eurodollar Borrowing with an Interest Period of more than three months' duration, each day prior to the last day of such Interest Period that occurs at intervals of three months' duration after the first day of such Interest Period) and the Maturity Date and (c) with respect to any Swingline Loan, the day that such Swingline Loan is required to be repaid and the Maturity Date.

Interest Period" means, (a) with respect to any Eurodollar Borrowing, the period commencing on the date of such Eurodollar Borrowing and ending on the numerically corresponding day in the calendar month that is one, two, three or six months (or, if available to each applicable Lender, twelve months or fourteen days) thereafter and (b) with respect to any CDOR Rate Borrowing, the period commencing on the date of such Borrowing and ending on the date which is 30, 60 or 90 days thereafter, in each case, as the Borrower Representative may elect; provided, that (i) if any Interest Period would end on a day other than a Business Day, such Interest Period shall be extended to the next succeeding Business Day unless, in the case of a Eurodollar Borrowing only, such next succeeding Business Day would fall in the next calendar month, in which case such Interest Period shall end on the next preceding Business Day and (ii) any Interest Period pertaining to a Eurodollar Borrowing that commences on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the last calendar month of such Interest Period) shall end on the last Business Day of the last calendar month of such Interest Period. For purposes hereof, the date of a Borrowing initially shall be the date on which such Borrowing is made and, in the case of a Revolving Borrowing, thereafter shall be the effective date of the most recent conversion or continuation of such Borrowing.

Interpolated Rate" means, at any time, for any Interest Period, the rate per annum (rounded upward to four decimal places) determined by the Administrative Agent (which determination shall be conclusive and binding absent manifest error) to be equal to the rate that results from interpolating on a linear basis between: (a) the LIBO Screen Rate for the longest period (for which the LIBO Screen Rate is available) that is shorter than the Impacted Interest Period and (b) the LIBO Screen Rate for the shortest period (for which the LIBO Screen Rate is available) that exceeds the Impacted Interest Period, in each case, at such time.

Inventory" has the meaning assigned to such term in the U.S. Security Agreement.

Inventory Reserves" shall mean reserves against Inventory equal to the sum of the following:

- (a) a reserve for shrink, or discrepancies that arise pertaining to inventory quantities;
- (b) a reserve determined by the Administrative Agent in its Permitted Discretion for Inventory that is discontinued or slow-moving;
- (c) a reserve for Inventory which is designated to be returned to vendor or which is recognized as damaged or off quality by a Loan Party;
- (d) a lower of the cost or market reserve for any differences between a Borrower's actual cost to produce versus its selling price to third parties, determined on a product line basis; and
- (e) any other reserve as deemed appropriate by the Administrative Agent in its Permitted Discretion, from time to time.

Investment" means, as to any Person, any direct or indirect acquisition or investment by such Person, whether by means of (a) the purchase or other acquisition of capital stock or other securities of another Person, (b) a loan, advance or capital contribution to, Guarantee or assumption of debt of, or purchase or other acquisition of any other debt or equity participation or interest in, another Person, including any partnership or joint venture interest in such other Person, or (c) the purchase or other acquisition (in one transaction or a series of transactions) of assets of another Person that constitute a

business unit; provided that customary trade credit extended and paid in the ordinary course of business shall not constitute Investments. For purposes of covenant compliance, the amount of any Investment shall be the amount actually invested, without adjustment for subsequent increases or decreases in the value of such Investment (other than adjustments for the repayment of, or the refund of capital with respect to, the original principal amount of any such Investment).

“Investment Policies” means the U.S. Borrower’s Investment Policies, as adopted by the U.S. Borrower and set forth in a writing delivered to the Administrative Agent by a Financial Officer of the U.S. Borrower from time to time.

“IRS” means the United States Internal Revenue Service.

“Issuing Banks” means, individually and collectively as the context may require, each U.S. Issuing Bank and Multicurrency Issuing Bank.

“ITA” means the Income Tax Act (Canada), as amended.

“Joinder Agreement” means a Canadian Joinder Agreement or a U.S. Joinder Agreement.

“LC Alternative Currency” means (a) Sterling, (b) Euro or (c) any other lawful currency (other than Dollars) acceptable to the Administrative Agent and the applicable U.S. Issuing Bank (in the case of U.S. Letters of Credit) or the applicable Multicurrency Issuing Bank (in the case of Multicurrency Letters of Credit) or which, in the case of this clause (c), is freely transferable and convertible into Dollars and is freely available to the applicable U.S. Issuing Bank or Multicurrency Issuing Bank.

“LC Disbursement” means a payment made by an Issuing Bank pursuant to a Letter of Credit, including in respect of a time draft presented thereunder; provided that, with respect to any component of any such amount in an LC Alternative Currency under a U.S. Letter of Credit, such amount shall be the Dollar Amount thereof. The date of an LC Disbursement shall be the date of payment by the applicable Issuing Bank under a Letter of Credit or a time draft presented thereunder, as the case may be.

“LC Exposure” means, at any time, the sum of the U.S. LC Exposure and the Multicurrency LC Exposure.

“Lender Parties” means, individually and collectively as the context may require, the U.S. Lender Parties and the Multicurrency Lender Parties.

“Lenders” means the Persons listed on the Commitment Schedule and any other Person that shall have become a party hereto pursuant to an Assignment and Assumption, other than any such Person that ceases to be a party hereto pursuant to an Assignment and Assumption. Unless the context otherwise requires, the term “Lenders” includes the Swingline Lender.

“Letter of Credit” means (i) any letter of credit (or, to the extent agreed by the relevant Issuing Bank and the Administrative Agent, any other credit support or other credit enhancement instrument or similar document or agreement that an Issuing Bank may from time enter into, including, without limitation, any guaranty, “exposure transmittal memorandum” or other instrument, document or agreement issued or entered into for the purpose of indemnifying any credit exposure of a department, branch or Affiliate of such Issuing Bank or any third party) and or (ii) to provide credit support or other credit enhancement to an Issuing Bank that issues any letter of credit or other instrument described in clause (i) above, in each case, issued (or deemed issued) in accordance with Section 2.06.

LIBO Rate means, with respect to any Eurodollar Borrowing for any applicable Interest Period, the London interbank offered rate administered by the ICE Benchmark Administration (or any other Person that takes over the administration of such rate for Dollars) for a period equal in length to such Interest Period as displayed on pages LIBOR01 or LIBOR02 of the Reuters screen or, in the event such rate does not appear on a Reuters page or screen, on any successor or substitute page on such screen that displays such rate, or on the appropriate page of such other information service that publishes such rate as shall be selected by the Administrative Agent from time to time in its reasonable discretion (the “LIBO Screen Rate”) at approximately 11:00 a.m., London time, two (2) Business Days prior to the commencement of such Interest Period; provided that, (x) if any LIBO Screen Rate shall be less than zero, such rate shall be deemed to be zero for purposes of this Agreement and (y) if the LIBO Screen Rate shall not be available at such time for a period equal in length to such Interest Period (an “Impacted Interest Period”), then the LIBO Rate shall be the Interpolated Rate at such time, subject to Section 2.14 in the event that the Administrative Agent shall conclude that it shall not be possible to determine such Interpolated Rate (which conclusion shall be conclusive and binding absent manifest error); provided, that, if any Interpolated Rate shall be less than zero, such rate shall be deemed to be zero for purposes of this Agreement. Notwithstanding the above, to the extent that “LIBO Rate” or “Adjusted LIBO Rate” is used in connection with an ABR Borrowing, such rate shall be determined as modified by the definition of “Alternate Base Rate”.

LIBO Screen Rate has the meaning assigned to such term in the definition of “LIBO Rate”.

Lien means, with respect to any asset, (a) any mortgage, deed of trust, lien, pledge, hypothecation, encumbrance, charge or security interest in, on or of such asset, (b) the interest of a vendor or a lessor under any conditional sale agreement, capital lease or title retention agreement (or any financing lease having substantially the same economic effect as any of the foregoing) relating to such asset and (c) in the case of securities, any purchase option, call or similar right of a third party with respect to such securities.

Line Cap has the meaning set forth in the definition of “Availability.”

Loan Documents means this Agreement, any promissory notes issued pursuant to this Agreement, any Letter of Credit applications, the Collateral Documents and all other agreements, instruments, documents and certificates identified in Section 4.01 executed and delivered to, or in favor of, the Administrative Agent, the Multicurrency Administrative Agent or any Lenders and including all other pledges, powers of attorney, consents, assignments, contracts and letter of credit agreements whether heretofore, now or hereafter executed by or on behalf of any Loan Party, or any employee of any Loan Party, and delivered to the Administrative Agent, the Multicurrency Administrative Agent or any Lender in connection with this Agreement or the transactions contemplated hereby. Any reference in this Agreement or any other Loan Document to a Loan Document shall include all appendices, exhibits or schedules thereto, and all amendments, restatements, supplements or other modifications thereto, and shall refer to this Agreement or such Loan Document as the same may be in effect at any and all times such reference becomes operative.

Loan Guarantor or **Guarantor** means each Canadian Guarantor or U.S. Guarantor.

Loan Guaranty means the Canadian Loan Guaranty and the U.S. Loan Guaranty.

Loan Parties means the Canadian Loan Parties and the U.S. Loan Parties.

“Loans” means the loans and advances made by the Lenders pursuant to this Agreement, including Swingline Loans and Protective Advances.

“LOS Business” means the ownership and operation by the U.S. Borrower or a Subsidiary of the U.S. Borrower, whether directly or through joint ventures with third parties in partnership, corporate or other form, of businesses engaged solely in selling apparel and accessories and related products including, without limitation, selling through retail stores, outlet stores, telephone sales, catalog or other mail orders, and electronic sales. LOS Business shall not include any business engaging in manufacturing or in selling and in manufacturing.

“LS&Co. Deferred Compensation Plan” has the meaning specified in Section 6.05(h).

“LS&Co. Trust” has the meaning specified in Section 6.05(h).

“LS&Co. Trust Agreement” has the meaning specified in Section 6.05(h).

“LSIFCS” means Levi Strauss International Group Finance Coordination Services C.V.A./S.C.A., a Belgian corporation, and/or any other Affiliate of the U.S. Borrower providing services similar to the services provided by such entity to the U.S. Borrower in the ordinary course of business, and any of their respective successors.

“Material Adverse Effect” means any event, development or circumstance that has had or could reasonably be expected to have a material adverse effect on (a) the business, assets, operations or financial condition, of the U.S. Borrower and its Subsidiaries taken as a whole, (b) the ability of any Loan Party to perform any of its obligations under the Loan Documents to which it is a party as and when due, (c) the Collateral, or the Administrative Agent’s Liens (on behalf of itself and the Lenders) on the Collateral or the priority of such Liens, or (d) the rights of or benefits available to the Administrative Agent, the Multicurrency Administrative Agent, the Issuing Banks or the Lenders under any of the Loan Documents.

“Material Domestic Subsidiary” means any domestic or Canadian Subsidiary of the U.S. Borrower, (i) the net book value of which is \$5,000,000 or more or (ii) the annual gross revenue of which is \$15,000,000 or more.

“Material Indebtedness” means Indebtedness (other than the Loans and Letters of Credit), or obligations in respect of one or more Swap Agreements, of any one or more of the U.S. Borrower and its Subsidiaries in an aggregate principal amount exceeding \$50,000,000. For purposes of determining Material Indebtedness, the “obligations” of any Borrower or any Subsidiary in respect of any Swap Agreement at any time shall be the maximum aggregate amount (giving effect to any netting agreements) that such Borrower or such Subsidiary would be required to pay if such Swap Agreement were terminated at such time.

“Maturity Date” means the fifth anniversary of the Amendment Effective Date or any earlier date on which the Commitments are reduced to zero or otherwise terminated pursuant to the terms hereof; provided that if any Existing Euro Notes are still outstanding on February 13, 2018 (the “Trigger Date”), the Maturity Date shall be automatically amended to be the Trigger Date except to the extent that prior to the repayment in full of the Existing Euro Notes (which may, subject to compliance with the Payment Conditions and delivery by the Loan Parties to the Administrative Agent of either a certificate of a Financial Officer (with reasonably detailed calculations) certifying satisfaction of the Payment Conditions or other evidence of the same reasonably satisfactory to the Administrative Agent, occur after

the Trigger Date but prior to the maturity date of the Existing Euro Notes), the U.S. Borrower would be permitted to repay in full the Existing Euro Notes in reliance on the Payment Conditions; provided, further that, if on any date after the Trigger Date and prior to repayment in full of the Existing Euro Notes the U.S. Borrower would no longer be permitted to repay in full the Existing Euro Notes in reliance on the Payment Conditions then the Maturity Date shall be automatically amended to be such date.

“Maximum Canadian Liability” has the meaning assigned to such term in Section 11.10.

“Maximum U.S. Liability” has the meaning assigned to such term in Section 10.10.

“Minimum Excess Availability Amount” means the greater of (x) \$65,000,000 and (y) 10% of the Line Cap.

“Minimum Intercompany Transaction Requirement” means that after giving effect to any proposed intercompany Investment, intercompany Indebtedness or intercompany Disposition and all other intercompany Investments, intercompany Indebtedness and intercompany Dispositions occurring during each period commencing when Availability falls below the greater of (x) \$75,000,000 and (y) 10% of the Line Cap and ending when Availability is at least the greater of (x) \$75,000,000 and (y) 10% of the Line Cap, no net transfer of cash and/or property (i) from the U.S. Loan Parties to any Subsidiary that is not a U.S. Loan Party or (ii) from the Canadian Loan Parties to any Subsidiary that is not a Loan Party in excess of \$30,000,000 in the aggregate for all such transfers during such period shall have occurred.

“Moody’s” means Moody’s Investors Service, Inc.

“Multicurrency Administrative Agent” means JPMorgan Chase Bank, N.A., Toronto Branch, in its capacity as administrative agent under the Multicurrency Facility, and its successors in such capacity.

“Multicurrency Commitment” means, with respect to each Multicurrency Revolving Lender, the commitment of such Multicurrency Revolving Lender to make Multicurrency Revolving Loans and to acquire participations in Multicurrency Letters of Credit and Multicurrency Protective Advances hereunder, expressed as an amount representing the maximum possible aggregate amount of such Multicurrency Revolving Lender’s Multicurrency Revolving Exposure hereunder, as such commitment may be reduced or increased from time to time pursuant to (a) Section 2.09 and (b) assignments by or to such Multicurrency Revolving Lender pursuant to Section 9.04. The initial amount of each Multicurrency Revolving Lender’s Multicurrency Commitment is set forth on the Commitment Schedule, or in the Assignment and Assumption pursuant to which such Multicurrency Revolving Lender shall have assumed its Multicurrency Commitment, as applicable. The aggregate initial amount of the Multicurrency Commitments is \$50,000,000.

“Multicurrency Credit Exposure” means, as to any Multicurrency Revolving Lender at any time, the sum of (a) such Lender’s Multicurrency Revolving Exposure plus (b) a Dollar Amount equal to such Lender’s Applicable Percentage of the aggregate amount of Multicurrency Protective Advances outstanding.

“Multicurrency Facility” means, collectively, the Multicurrency Commitments and the extensions of credit made thereunder.

“Multicurrency Issuing Banks” means, individually and collectively as the context may require, JPMorgan Chase Bank, N.A., Toronto Branch, Bank of America, N.A. (acting through its Canada

Branch) and any other Lender that has agreed to act as a Multicurrency Issuing Bank and is reasonably acceptable to the Administrative Agent and the Borrower Representative, each in its capacity as an issuer of Multicurrency Letters of Credit hereunder, and its successors and assigns in such capacity as provided in Section 2.06(j). Each Multicurrency Issuing Bank may, in its sole discretion, arrange for one or more Multicurrency Letters of Credit to be issued by Affiliates of such Multicurrency Issuing Bank, in which case the term “Multicurrency Issuing Bank” shall include any such Affiliate with respect to Multicurrency Letters of Credit issued by such Affiliate.

“Multicurrency LC Exposure” means, at any time, the sum of (a) the Dollar Amount of the aggregate undrawn amount of all outstanding Multicurrency Letters of Credit plus (b) the aggregate Dollar Amount of all LC Disbursements relating to Multicurrency Letters of Credit that have not yet been reimbursed by or on behalf of the Borrowers. The Multicurrency LC Exposure of any Multicurrency Revolving Lender at any time shall be its Applicable Percentage of the aggregate Multicurrency LC Exposure at such time.

“Multicurrency Lender Parties” means, individually and collectively as the context may require, the Multicurrency Administrative Agent, the Multicurrency Revolving Lenders, the Bank Product Providers, the Hedge Providers and the Multicurrency Issuing Banks.

“Multicurrency Letter of Credit” means any Letter of Credit issued pursuant to the Multicurrency Facility.

“Multicurrency Loans” means, individually and collectively as the context may require, the Multicurrency Revolving Loans and the Multicurrency Protective Advances.

“Multicurrency Protective Advance” has the meaning assigned to such term in Section 2.04(a).

“Multicurrency Revolving Exposure” means, with respect to any Multicurrency Revolving Lender at any time, the sum of (a) the outstanding Dollar Amount of Multicurrency Revolving Loans of such Multicurrency Revolving Lender at such time, plus (b) an amount equal to such Multicurrency Revolving Lender’s Applicable Percentage of the Multicurrency LC Exposure at such time

“Multicurrency Revolving Lenders” means the Persons listed on the Commitment Schedule (or an Affiliate or branch of any such Person that is acting on behalf of such Person, in which case the term “Multicurrency Revolving Lenders” shall include any such Affiliate or branch with respect to the Multicurrency Revolving Loans made by such Affiliate or branch) as having a Multicurrency Commitment and any other Person that shall acquire a Multicurrency Commitment, other than any such Person that ceases to be a Multicurrency Revolving Lender pursuant to an Assignment and Assumption.

“Multicurrency Revolving Loan” means a Revolving Loan made by the Multicurrency Revolving Lenders to the Canadian Borrower or U.S. Borrower pursuant to the Multicurrency Commitments.

“Multiemployer Plan” means a multiemployer plan as defined in Section 4001(a)(3) of ERISA.

“Net Orderly Liquidation Value” means, with respect to Inventory or intangibles of any Person, the orderly liquidation value thereof as determined in a manner acceptable to the Administrative Agent by an appraiser acceptable to the Administrative Agent, net of all costs of liquidation thereof.

“Non-Consenting Lender” has the meaning assigned to such term in Section 9.02(d).

“Non-Paying Canadian Guarantor” has the meaning assigned to such term in Section 11.11.

“Non-Paying U.S. Guarantor” has the meaning assigned to such term in Section 10.11.

“Non-U.S. Lender” means a Lender that is not a U.S. Person.

“Obligations” means, individually and collectively as the context may require, the U.S. Obligations and the Canadian Obligations.

“Ordinary Course Swap Agreements” means any and all Swap Agreements (including any options to enter into any Swap Agreement), in each case that are (or were) entered into by any Person in the ordinary course of business for the purpose of directly mitigating risks associated with liabilities, commitments, investments, assets, or property held or reasonably anticipated to be held by such Person and not for purposes of speculation; provided that Ordinary Course Swap Agreements shall not include customary spot foreign exchange transactions engaged in solely for the purpose of settling foreign currency denominated trade payables and receivables in the ordinary course of business.

“Organizational Documents” means, as to any Person, the charter, articles or certificate of organization or incorporation and bylaws or other organizational or governing documents of such Person.

“Original Currency” has the meaning assigned to such term in Section 9.19.

“Original Effective Date” means the date of the Existing Credit Agreement, which was September 30, 2011.

“Original Transactions” means the “Transactions” as defined in the Existing Credit Agreement.

“Other Connection Taxes” means, with respect to any Person, Taxes imposed as a result of a present or former connection between such Person and the jurisdiction imposing such Taxes (other than a connection arising solely from any Loan Documents or any transactions contemplated thereby).

“Other Excluded Taxes” means any present or future stamp, court, documentary, intangible, recording, filing or similar excise or property Taxes that arise from any payment made under, from the execution, delivery, performance, enforcement or registration of, or from the registration, receipt or perfection of a security interest under, or otherwise with respect to, this Agreement that are Other Connection Taxes imposed with respect to an assignment (other than an assignment under Section 2.19(b)).

“Other Taxes” means any present or future stamp, court, documentary, intangible, recording, filing or similar excise or property taxes , except for Other Excluded Taxes.

“Outstanding Receivables Amount” shall mean, at any time of determination, the excess of (i) the face amount of all Accounts and other payment obligations disposed of pursuant to Section 6.05(g) prior to such time minus (ii) any amount included in clause (i) above that is attributable to Accounts and other payment obligations with a stated due date prior to such time.

“Parent” means, with respect to any Lender, the Person as to which such Lender is, directly or indirectly, a subsidiary.

“Participant” has the meaning assigned to such term in Section 9.04(c).

“Participant Register” has the meaning assigned to such term in Section 9.04(c).

“Patriot Act” has the meaning assigned to such term in Section 9.14.

“Paying Canadian Guarantor” has the meaning assigned to such term in Section 11.11.

“Paying U.S. Guarantor” has the meaning assigned to such term in Section 10.11.

“Payment Conditions” means, at the time of determination with respect to a specified transaction or payment (or declaration of payment), that (a) no Default then exists or would arise as a result of the entering into of such transaction or the making of such payment, and (b) on a pro forma basis after giving effect to such transaction or payment, average Availability for the 30-day period immediately preceding the date of such transaction or payment (or declaration of payment) is equal to or greater than the greater of (x) \$125,000,000 and (y) 17.5% of the Line Cap.

“PBGC” means the Pension Benefit Guaranty Corporation referred to and defined in ERISA and any successor entity performing similar functions.

“Permitted Discretion” means a determination made in good faith and in the exercise of reasonable (from the perspective of a secured asset-based lender) business judgment.

“Permitted Encumbrances” means:

(a) Liens created pursuant to any Loan Document;

(b) Liens for taxes which are not yet due or which are being contested in good faith and by appropriate proceedings diligently conducted so long as (i) adequate reserves in accordance with GAAP are being maintained on the books of the applicable Person or (ii) if the applicable Person has not yet determined whether reserves are required to be maintained in accordance with GAAP, the amount of all such reserves that may be required if this subclause (ii) is applicable do not exceed \$10,000,000 in the aggregate;

(c) Liens consisting of assignments, pledges or deposits in the ordinary course of business in connection with, or securing obligations under, workers’ compensation laws, unemployment insurance and similar legislation, or securing surety bonds or other similar bonds which, in turn, secure obligations under the aforementioned laws, insurance and legislation;

(d) Liens consisting of assignments, pledges or deposits in the ordinary course of business, securing the performance of, or payment in respect of, bids, tenders, leases (including a sale-leaseback and associated operating lease) and contracts including rental agreements (other than for the repayment of Indebtedness) or securing guarantees, standby letters of credit, indemnity, performance or other similar bonds which, in turn, secure obligations in respect of bids, tenders, leases and contracts;

(e) Liens consisting of assignments, pledges or deposits securing the performance of, or payment in respect of, statutory obligations (other than Liens arising under ERISA or Environmental Liens), surety and appeal bonds (other than bonds related to judgments or litigation) or indemnity or performance bonds or guarantees or standby letters of credit which, in turn, secure such statutory obligations or bonds;

(f) materialmen's, mechanics' workmen's and repairmen's Liens securing obligations which are not overdue for more than sixty (60) days and carriers' and warehousemen's Liens and other similar Liens arising in the ordinary course of business securing obligations which are not overdue more than sixty (60) days or, in each case, which are being contested in good faith and by appropriate proceedings diligently conducted, if adequate reserves as required by GAAP with respect thereto are maintained on the books of the applicable Person;

(g) easements, rights-of-way, zoning restrictions and other similar encumbrances on title to real property that were not incurred in connection with and do not secure Indebtedness and do not, either individually or in the aggregate, materially interfere with the ordinary conduct of the U.S. Borrower and its Subsidiaries, taken as a whole;

(h) Liens arising from judgments, awards and attachments in connection with court proceedings, provided that the attachment or enforcement of such Liens would not result in an Event of Default under clause (k) of Article VII, such Liens are being contested in good faith by appropriate proceedings, such contested proceedings conclusively operate to stay the sale of any property subject to such Liens and adequate reserves in accordance with GAAP have been set aside;

(i) undetermined or inchoate Liens incidental to current operations which have not yet been filed pursuant to applicable law or which relate to obligations not yet due or delinquent; and

(j) the reservations, limitations, provisos and conditions expressed in any original grants from the Crown of real or immoveable property, which do not materially impair the use of the affected land for the purpose used or intended to be used by that Person;

provided, that the term "Permitted Encumbrances" shall not include any Lien securing Indebtedness, except with respect to clauses (a) and (h) above.

"Permitted Foreign Receivables Transaction" means any arrangement of Foreign Subsidiaries (other than Canadian Subsidiaries) providing for sales, transfers or conveyances of, or granting of security interests in, Foreign Receivables that do not provide, directly or indirectly, for recourse against the seller of such Foreign Receivables (or against any of such seller's Affiliates) by way of a guarantee or any other support arrangement, with respect to the amount of such Foreign Receivables (based on the financial condition or circumstances of the obligor thereunder), other than such limited recourse as is reasonable given market standards for receivables purchase transactions that are treated as sales under GAAP, taking into account such factors as historical bad debt loss experience and obligor concentration levels.

"Permitted Refinancing Indebtedness" means, with respect to any Person, any modification, refinancing, refunding, renewal, replacement or extension of any Indebtedness of such Person; provided that (a) the principal amount (or accreted value, if applicable) thereof does not exceed the original principal amount (or accreted value, if applicable) of the Indebtedness so modified,

refinanced, refunded, renewed, replaced or extended except by an amount equal to unpaid accrued interest and premium thereon plus other reasonable amount paid, and fees and expenses reasonably incurred, in connection with such modification, refinancing, refunding, renewal or extension, (b) such modification, refinancing, refunding, renewal or extension has a final maturity date equal to or later than the earlier of (x) the final maturity date of the Indebtedness so modified, refinanced, refunded, renewed or extended and (y) the date which is six months after the Maturity Date, (c) such modification, refinancing, refunding, renewal or extension has a Weighted Average Life to Maturity equal to or greater than the remaining Weighted Average Life to Maturity of, the Indebtedness being modified, refinanced, refunded, renewed or extended, (d) to the extent such Indebtedness being modified, refinanced, refunded, renewed or extended is subordinated in right of payment to the Obligations, such modification, refinancing, refunding, renewal or extension is subordinated in right of payment to the Obligations on terms at least as favorable to the Lenders as those contained in the documentation governing the Indebtedness being modified, refinanced, refunded, renewed or extended and (e) such Indebtedness is not secured by Liens on any assets of the Loan Parties other than the assets securing the Indebtedness being modified, refinanced, refunded, renewed or extended and the proceeds thereof.

“Permitted Transferees” has the meaning specified in the Stockholders Agreement dated as of April 15, 1996 between the U.S. Borrower and the stockholders of the U.S. Borrower party thereto as in effect as of the Original Effective Date, except that transferees pursuant to Section 2.2(a)(x) thereof shall not be deemed to be Permitted Transferees for purposes of this Agreement.

“Person” means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.

“Plan” means any employee pension benefit plan (other than a Multiemployer Plan) subject to the provisions of Title IV of ERISA or Section 412 of the Code or Section 302 of ERISA, and in respect of which any Borrower or any ERISA Affiliate is (or, if such plan were terminated, would under Section 4069 of ERISA be deemed to be) an “employer” as defined in Section 3(5) of ERISA.

“PPSA” means the *Personal Property Security Act* (Ontario), including the regulations thereto, provided that, if perfection or the effect of perfection or non-perfection or the priority of any Lien created hereunder on the Canadian Collateral is governed by the personal property security legislation or other applicable legislation with respect to personal property security in effect in a jurisdiction other than Ontario, “PPSA” means the *Personal Property Security Act* or such other applicable legislation in effect from time to time in such other jurisdiction for purposes of the provisions hereof relating to such perfection, effect of perfection or non-perfection or priority.

“Prime Rate” means the rate of interest per annum publicly announced from time to time by Chase as its prime rate at its principal offices in New York City; each change in the Prime Rate shall be effective from and including the date such change is publicly announced as being effective.

“Prior Claims” means all Liens created by applicable law (in contrast with Liens voluntarily granted) which rank or are capable of ranking prior or pari passu with the Liens created by the Collateral Documents (or interests similar thereto under applicable law) including for amounts owing for employee source deductions, vacation pay, goods and services taxes, sales taxes, harmonized sales taxes, municipal taxes, workers’ compensation, pension fund obligations in respect of Canadian Pension Plans, overdue rents and amounts that may become due under the Wage Earner Protection Program Act (Canada), as amended, with respect to the employees of any Loan Party that are employed in Canada, which would give rise to a Lien with priority under applicable law over the Lien granted by the Canadian

Loan Parties in favor of the Administrative Agent (for the benefit of the Canadian Loan Parties, securing the Canadian Secured Obligations).

“Projections” has the meaning assigned to such term in Section 5.01(e).

“Protective Advance” means a U.S. Protective Advance or a Multicurrency Protective Advance.

“Public Equity Offering” means an underwritten public offering of common stock of the U.S. Borrower under an effective registration statement under the Securities Act of 1933, as amended.

“Public Market” means any time after a Public Equity Offering has been consummated and at least fifteen percent (15%) of the total issued and outstanding common stock of the U.S. Borrower has been distributed by means of an effective registration statement under the Securities Act of 1933, as amended.

“Real Estate” means all now or hereafter owned or leased estates in real property of the U.S. Borrower, including, without limitation, all fees, leaseholds and future interests, together with all of the U.S. Borrower’s now or hereafter owned or leased interests in the improvements thereon, the fixtures attached thereto and the easements appurtenant thereto.

“Real Estate Financing Transactions” means any arrangement with any Person pursuant to which the U.S. Borrower or any of its Subsidiaries incurs Indebtedness secured by a Lien on real property of the U.S. Borrower or any of its Subsidiaries and related personal property (but excluding Collateral).

“Register” has the meaning assigned to such term in Section 9.04.

“Related Parties” means, with respect to any specified Person, such Person’s Affiliates and the respective directors, officers, partners, employees, agents and advisors of such Person and such Person’s Affiliates.

“Release” means a release, spill, emission, leaking, pumping, injection, deposit, disposal, discharge, dispersal, leaching or migration of a Contaminant into the indoor or outdoor environment or into or out of any Real Estate or other property, including the movement of Contaminants through or in the air, soil, surface water, groundwater or Real Estate or other property.

“Rent Reserve” means, with respect to any store, warehouse distribution center, regional distribution center or depot where any Inventory subject to Liens arising by operation of law is located, a reserve equal to two (2) months’ rent at such store, warehouse distribution center, regional distribution center or depot.

“Report” means reports prepared by the Administrative Agent or another Person showing the results of appraisals, field examinations or audits pertaining to the assets of the Loan Parties from information furnished by or on behalf of the Borrowers, after the Administrative Agent has exercised its rights of inspection pursuant to this Agreement, which Reports may be distributed to the Lenders by the Administrative Agent.

“Required Lenders” means, at any time, Lenders (other than Defaulting Lenders) having Credit Exposure and unused Commitments representing more than 50% of the sum of the Aggregate Credit Exposure and unused Commitments.

“Requirement of Law” means, as to any Person, any law, treaty, rule or regulation or determination of an arbitrator or a court or other Governmental Authority, in each case applicable to or binding upon such Person or any of its property or to which such Person or any of its property is subject.

“Reserves” means Dilution Reserves, Inventory Reserves, Rent Reserves and any other reserves which the Administrative Agent deems necessary, in its Permitted Discretion, to maintain (including, without limitation, an availability reserve, reserves for accrued and unpaid interest on the Secured Obligations, Banking Services Reserves, reserves for consignee’s, warehousemen’s and bailee’s charges, reserves for Swap Obligations, reserves for contingent liabilities of any Loan Party, reserves for uninsured losses of any Loan Party, reserves for uninsured, underinsured, un-indemnified or under-indemnified liabilities or potential liabilities with respect to any litigation and reserves for taxes, fees, assessments, and other governmental charges and Prior Claims) with respect to the Collateral or any Loan Party. For purposes of this Agreement, the parties hereto hereby agree that no Reserve shall be established against the U.S. Borrowing Base in respect of obligations of the Canadian Loan Parties under Canadian Benefit Plans and/or Canadian Pension Plans.

“Restricted Payment” means any dividend or other distribution (whether in cash, securities or other property) with respect to any Equity Interests in the U.S. Borrower or any Subsidiary, or any payment (whether in cash, securities or other property), including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, acquisition, cancellation or termination of any such Equity Interests in the U.S. Borrower or any option, warrant or other right to acquire any such Equity Interests in the U.S. Borrower.

“Revolving Exposure” means the Multicurrency Revolving Exposure and the U.S. Revolving Exposure.

“Revolving Exposure Limitations” has the meaning assigned to such term in Section 2.01.

“Revolving Lender” means a U.S. Revolving Lender or Multicurrency Revolving Lender.

“Revolving Loan” means a U.S. Revolving Loan or a Multicurrency Revolving Loan.

“S&P” means Standard & Poor’s Ratings Services, a division of The McGraw-Hill Companies, Inc.

“Sanctions” means economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by (a) the U.S. government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State, (b) the United Nations Security Council, the European Union or Her Majesty’s Treasury of the United Kingdom or (c) the Canadian government or any agency thereof.

“Sanctioned Country” means, at any time, a country or territory which is the subject or target of any Sanctions.

“Sanctioned Person” means, at any time, (a) any Person listed in any Sanctions-related list of designated Persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Department of State, or by the United Nations Security Council, the European Union or any EU member state or by the Canadian government or any agency thereof, (b) any Person operating, organized or resident in a Sanctioned Country or (c) any Person controlled by any such Person.

“Second Currency” has the meaning assigned to such term in Section 9.19.

“Secured Leverage Ratio” means, on any date, the ratio of (a) Total Secured Indebtedness on such date to (b) Consolidated EBITDA for the most recent four Fiscal Quarters ending prior to such date for which financial statements have been delivered pursuant to Section 5.01(a) or (b). In addition, for purposes of calculating the ratio, the aggregate Commitments shall be deemed to be fully drawn at all times for purposes of determining the ratio. In addition to and without limitation of the foregoing, for purposes of this definition, this ratio shall be calculated after giving effect to the following:

- (a) if since the beginning of that period the U.S. Borrower or any Subsidiary shall have made any Disposition outside the ordinary course of business or an Investment (by merger or otherwise) in any Subsidiary (or any Person which becomes a Subsidiary) or an acquisition of property which constitutes all or substantially all of an operating unit of a business,
- (b) if the transaction giving rise to the need to calculate the Secured Leverage Ratio involves a Disposition, Investment or acquisition, or
- (c) since the beginning of that period any Person (that subsequently became a Subsidiary or was merged with or into the U.S. Borrower or any Restricted Subsidiary since the beginning of the Four Quarter Period) shall have made such a Disposition, Investment or acquisition,

Consolidated EBITDA for that period shall be calculated after giving pro forma effect to the Asset Sale, Investment or acquisition as if the Asset Sale, Investment or acquisition occurred on the first day of the applicable period in accordance with Regulation S-X promulgated under the United States Securities Act of 1933, as amended.

“Secured Obligations” means, individually and collectively as the context may require, the U.S. Secured Obligations and the Canadian Secured Obligations.

“Security Agreements” means, individually and collectively as the context may require, the U.S. Security Agreement and the Canadian Security Agreement.

“Settlement” has the meaning assigned to such term in Section 2.05(c).

“Settlement Date” has the meaning assigned to such term in Section 2.05(c).

“Short-term Investments” means, as of any date of determination, (a) marketable securities (i) issued or directly and unconditionally guaranteed as to interest and principal by the United States government or, in the case of a Canadian Loan Party, the Canadian government or (ii) issued by any agency of the United States or, in the case of a Canadian Loan Party, Canada, in each case maturing within one year after such date; (b) taxable or tax-exempt marketable direct obligations issued by any state of the United States or, in the case of a Canadian Loan Party, any province, commonwealth or territory or any political subdivision of any such state, province, commonwealth or territory or any public

instrumentality thereof, in each case having, at the time of the acquisition thereof, a rating of at least A- from S&P or the equivalent thereof from another nationally recognized rating agency; (c) commercial paper maturing no more than two hundred seventy (270) days from the date of creation thereof and having, at the time of the acquisition thereof, a rating of at least A-1 from S&P or the equivalent thereof from another nationally recognized rating agency; (d) time deposits, certificates of deposit or bankers' acceptances issued or accepted by any Lender or by any commercial bank organized under the laws of the United States, any state thereof or an OECD country, having, at such date, a rating of at least A- from S&P or the equivalent thereof from another nationally recognized rating agency (except as otherwise approved by the Treasurer of the U.S. Borrower in a manner consistent with board-approved policy) or by a primary government securities dealer reporting to the Market Reports Division of the Federal Reserve Bank of New York; (e) repurchase agreements with financial institutions organized under the laws of the United States, any state thereof or an OECD country, having, at such date, a rating of at least A- from S&P or the equivalent thereof from another nationally recognized rating agency (except as otherwise approved by the Treasurer of the U.S. Borrower in a manner consistent with board-approved policy) or with a primary government securities dealer reporting to the Market Reports Division of the Federal Reserve Bank of New York; (f) Dollar denominated fixed or floating rate notes and foreign currency denominated fixed or floating rate notes, in each case having, at the time of the acquisition thereof, a rating of at least A or A-1 from S&P or the equivalent thereof from another nationally recognized rating agency; (g) variable rate demand notes with interest reset period and related put at par at 7-day intervals and having, at the time of the acquisition thereof, a rating of at least AA from S&P or the equivalent thereof from another nationally recognized rating agency; (h) money market preferred funds with dividend reset period and related put at par at a maximum of 60-day intervals and having, at the time of the acquisition thereof, a rating of at least AA from S&P or the equivalent thereof from another nationally recognized rating agency; and (i) (x) money market funds that (i) (x) comply with the criteria set forth in Securities and Exchange Commission Rule 2a-7 under the Investment Company Act of 1940 or (y) in the case of any Canadian Loan Party, are money market mutual funds (as defined in National Instrument 81-102 Mutual Funds) that are reporting issuers (as defined under Ontario securities law) in the Province of Ontario, (ii) are rated at least A- by S&P or the equivalent thereof from another nationally recognized ratings agency and (iii) have portfolio assets of at least \$1,000,000,000.

"Solvent" means, when used with respect to

- (A) any Person (other than a Canadian Loan Party), that at the time of determination:
 - (a) its assets, at a fair valuation, are in excess of the total amount of its debts (including contingent liabilities);
 - (b) the present fair saleable value of its assets is greater than its probable liability on its existing debts as such debts become absolute and matured;
 - (c) it is then able and expects to be able to pay its debts (including contingent debts and other commitments) as they mature; and
 - (d) has capital sufficient to carry on its business as conducted and as proposed to be conducted; and
 - (B) any Canadian Loan Party, means
 - (a) the property of such Person, at a fair valuation, is greater than the total amount of its debts and liabilities, subordinated, contingent or otherwise;

- (b) such Person's property is sufficient, if disposed of at a fairly conducted sale under legal process, to enable payment of all its obligations, due and accruing due;
- (c) such Person will be able to pay its debts and liabilities, subordinated, contingent or otherwise, as such debts and liabilities generally become due; and
- (d) such Person has not ceased paying its current obligations in the ordinary course of business as they generally become due.

For purposes of determining whether a Person is Solvent, the amount of any contingent liability shall be computed as the amount that, in light of all the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability.

"Spot Rate" means, on any date, as determined by the Administrative Agent, the spot selling rate posted by Reuters on its website for the sale of the applicable currency for Dollars at approximately 9:00 a.m., Pacific time, on such date (the **"Applicable Quotation Date"**); provided, that if, for any reason, no such spot rate is being quoted, the spot selling rate shall be determined by reference to such publicly available service for displaying exchange rates as may be reasonably selected by the Administrative Agent, or, in the event no such service is selected, such spot selling rate shall instead be the rate reasonably determined by the Administrative Agent as the spot rate of exchange in the market where its foreign currency exchange operations in respect of the applicable currency are then being conducted, at or about 9:00 a.m., Pacific time, on the Applicable Quotation Date for the purchase of the relevant currency for delivery two Business Days later.

"Statutory Reserve Rate" means a fraction (expressed as a decimal), the numerator of which is the number one and the denominator of which is the number one minus the aggregate of the maximum reserve percentages (including any marginal, special, emergency or supplemental reserves) expressed as a decimal established by the Board to which the Administrative Agent is subject with respect to the Adjusted LIBO Rate, for eurocurrency funding (currently referred to as "Eurocurrency Liabilities" in Regulation D of the Board). Such reserve percentages shall include those imposed pursuant to such Regulation D. Eurodollar Loans shall be deemed to constitute eurocurrency funding and to be subject to such reserve requirements without benefit of or credit for proration, exemptions or offsets that may be available from time to time to any Lender under such Regulation D or any comparable regulation. The Statutory Reserve Rate shall be adjusted automatically on and as of the effective date of any change in any reserve percentage.

"Subordinated Indebtedness" of a Person means any Indebtedness of such Person the payment of which is subordinated to payment of the Obligations to the written satisfaction of the Administrative Agent in its reasonable discretion.

"subsidiary" means, with respect to any Person (the **"parent"**) at any date, any corporation, limited liability company, partnership, association or other entity the accounts of which would be consolidated with those of the parent in the parent's consolidated financial statements if such financial statements were prepared in accordance with GAAP as of such date, as well as any other corporation, limited liability company, partnership, association or other entity (a) of which securities or other ownership interests representing more than 50% of the equity or more than 50% of the ordinary voting power or, in the case of a partnership, more than 50% of the general partnership interests are, as of such date, owned, controlled or held, or (b) that is, as of such date, otherwise Controlled, by the parent or one or more subsidiaries of the parent or by the parent and one or more subsidiaries of the parent.

“Subsidiary” means any direct or indirect subsidiary of the U.S. Borrower.

“Supermajority Revolving Lenders” means, at any time, Lenders (other than Defaulting Lenders) having Credit Exposure and unused Commitments representing at least 66-2/3% of the sum of the Aggregate Credit Exposure and unused Commitments.

“Swap Agreement” means any agreement with respect to any swap, forward, spot, future, credit default or derivative transaction or option or similar agreement involving, or settled by reference to, one or more rates, currencies, commodities, equity or debt instruments or securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value or any similar transaction or any combination of these transactions; provided that no phantom stock or similar plan providing for payments only on account of services provided by current or former directors, officers, employees or consultants of the Borrowers or the Subsidiaries shall be a Swap Agreement.

“Swap Obligations” of a Loan Party or LSIFCS means any and all obligations of such Loan Party or LSIFCS, whether absolute or contingent and howsoever and whensoever created, arising, evidenced or acquired (including all renewals, extensions and modifications thereof and substitutions therefor), under (a) any and all Swap Agreements, (b) any and all cancellations, buy backs, reversals, terminations or assignments of any Swap Agreement transaction and (c) any “swap” within the meaning of Section 1a(47) of the Commodity Exchange Act.

“Swingline Exposure” means, at any time, the sum of the aggregate outstanding amount of all outstanding Swingline Loans. The Swingline Exposure of any U.S. Revolving Lender at any time shall be its Applicable Percentage of the aggregate Swingline Exposure.

“Swingline Lender” means JPMorgan Chase Bank, N.A., in its capacity as lender of Swingline Loans hereunder.

“Swingline Loan” has the meaning assigned to such term in Section 2.05(a).

“Taxes” means any present or future taxes, levies, imposts, duties, deductions, withholdings, assessments, and other similar fees or charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

“Taxing Authority” means any Governmental Authority responsible for the administration or collection of any Tax.

“Third Party Logistics Goods” means finished goods consisting of returns, irregulars, closeouts, seconds, samples and other similar goods owned by the U.S. Loan Parties and held by a third party logistics provider.

“Total Commitment” means the sum of the Commitments of all the Lenders.

“Total Indebtedness” means, at any date, the aggregate principal amount of all Indebtedness of the U.S. Borrower and its Subsidiaries at such date, determined on a consolidated basis in accordance with GAAP.

“Total Leverage Ratio” means, on any date, the ratio of (a) Total Indebtedness on such date to (b) Consolidated EBITDA with adjustments (calculated in a manner consistent with the calculation of Consolidated EBITDA set forth in the definition of Secured Leverage Ratio for the most recent four

Fiscal Quarters ending prior to such date for which financial statements have been delivered pursuant to Section 5.01(a) or (b).

“Total Secured Indebtedness” means, at any date, the aggregate principal amount of all Indebtedness of the U.S. Borrower and its Subsidiaries at such date that is secured by a Lien on any assets of the U.S. Borrower or any of its Subsidiaries, determined on a consolidated basis in accordance with GAAP.

“Trademark Amount” means on any day, the Trademark Component of the U.S. Borrowing Base on such day.

“Trademark Component” means (i) prior to the Trademark Release Date, (x) initially \$350,000,000 and (y) to the extent an appraisal is required to be obtained for the Eligible Trademark Collateral following the Amendment Effective Date pursuant to Section 5.11(a) the lesser of (I) \$350,000,000 and (II) 65% of the Net Orderly Liquidation Value of the Eligible Trademark Collateral and (ii) from and after the Trademark Release Date, \$0.

“Trademark Release Date” means the date on which the Administrative Agent's Lien on the Eligible Trademark Collateral is released in accordance with Section 9.02(c).

“Transactions” means the execution, delivery and performance by the Borrowers of this Agreement, the borrowing of Loans and other credit extensions hereunder, the use of the proceeds thereof and the issuance of Letters of Credit hereunder.

“Type,” when used in reference to any Loan or Borrowing, refers to whether the rate of interest on such Loan, or on the Loans comprising such Borrowing, is determined by reference to the Adjusted LIBO Rate, the Alternate Base Rate, the Canadian Prime Rate or the CDOR Rate.

“UCC” means the Uniform Commercial Code as in effect from time to time in the State of New York or any other state the laws of which are required to be applied in connection with the issue of perfection of security interests.

“Unliquidated Obligations” means, at any time, any Secured Obligations (or portion thereof) that are contingent in nature or unliquidated, including any Secured Obligation that is: (i) an obligation to reimburse a bank for drawings not yet made under a letter of credit issued by it; (ii) any other obligation (including any guarantee) that is contingent in nature; or (iii) an obligation to provide collateral to secure any of the foregoing types of obligations.

“U.S. Availability Cash Collateral Account” means an account of a U.S. Loan Party held with the Administrative Agent (or Bank of America, N.A. or one of its affiliates) designated by the Borrower Representative as a “U.S. Availability Cash Collateral Account” and, from and after the tenth Business Day following the Original Effective Date, subject to a blocked account agreement in form and substance reasonably satisfactory to the Administrative Agent.

“U.S. Borrower” has the meaning assigned to such term by the introductory paragraph to this Agreement.

“U.S. Borrower Multicurrency Facility Outstandings” means, at any time, the Multicurrency Revolving Exposure at such time minus the Canadian Borrower Outstandings at such time.

“U.S. Borrowing Base” means, as of any date of determination (without duplication), the sum of (i) 100% of cash and Cash Equivalent balances in Dollars of the U.S. Loan Parties in the U.S. Borrowing Base Cash Collateral Account and the U.S. Availability Cash Collateral Account plus (ii) 90% of Eligible Credit Card Receivables of the U.S. Loan Parties plus (iii) 85% of Eligible Accounts of the U.S. Loan Parties plus (iv) 50% of the value of Eligible Raw Materials of the U.S. Loan Parties plus (v) the Trademark Component plus (vi) the lesser of (A)(I) 95% of the lower of cost or market value of Eligible Finished Goods of the U.S. Loan Parties plus (II) 50% of the lower of cost or market value of Eligible Third Party Logistics Goods of the U.S. Loan Parties and (B)(I) 90% of the Net Orderly Liquidation Value of Eligible Retail Finished Goods of the U.S. Loan Parties plus (II) 85% of the Net Orderly Liquidation Value of Eligible Wholesale Finished Goods and Eligible Third Party Logistics Goods of the U.S. Loan Parties (which shall not exceed 100% of the cost of Eligible Wholesale Finished Goods and Eligible Third Party Logistics Goods of the U.S. Loan Parties) minus (vii) without duplication, Reserves established by the Administrative Agent in its Permitted Discretion.

“U.S. Borrowing Base Cash Collateral Account” means, collectively, one or more accounts of the U.S. Loan Parties, as designated from time to time by written notice from the Borrower Representative to the Administrative Agent, held with financial institutions, from and after the tenth Business Day following the Original Effective Date, and subject to control agreements in form and substance reasonably satisfactory to the Administrative Agent.

“U.S. Collateral” means any and all property owned, leased or operated by a Person covered by the U.S. Collateral Documents and any and all other property of any U.S. Loan Party, now existing or hereafter acquired, that may at any time be or become subject to a security interest or Lien in favor of the Administrative Agent to secure the Secured Obligations.

“U.S. Collateral Documents” means, collectively, the U.S. Security Agreement and any other documents pursuant to which any U.S. Loan Party grants a Lien upon any property as security for payment of the U.S. Secured Obligations.

“U.S. Collection Account” means a “Collection Account” as defined in the U.S. Security Agreement.

“U.S. Commitment” means, with respect to each U.S. Revolving Lender, the commitment, if any, of such U.S. Revolving Lender to make U.S. Revolving Loans and to acquire participations in U.S. Letters of Credit, Swingline Loans and U.S. Protective Advances hereunder, expressed as an amount representing the maximum possible aggregate amount of such U.S. Revolving Lender’s U.S. Revolving Exposure hereunder, as such commitment may be reduced or increased from time to time pursuant to (a) Section 2.09 and (b) assignments by or to such U.S. Revolving Lender pursuant to Section 9.04. The initial amount of each U.S. Revolving Lender’s U.S. Commitment is set forth on the Commitment Schedule, or in the Assignment and Assumption pursuant to which such U.S. Revolving Lender shall have assumed its U.S. Commitment, as applicable. The aggregate initial amount of the U.S. Commitments is \$800,000,000.

“U.S. Credit Exposure” means, as to any U.S. Revolving Lender at any time, the sum of (a) such Lender’s U.S. Revolving Exposure plus (b) such Lender’s Applicable Percentage of the aggregate amount of U.S. Protective Advances outstanding.

“U.S. Facility” means, collectively, the U.S. Commitments and the extensions of credit made thereunder.

“U.S. Guaranteed Obligations” has the meaning assigned to such term in Section 10.01.

“U.S. Guarantor” means each U.S. Loan Party.

“U.S. Issuing Bank” means individually and collectively as the context may require, Chase, Bank of America, N.A. or any other Lender that has agreed to act as U.S. Issuing Bank and is reasonably acceptable to the Administrative Agent and the U.S. Borrower, each in its capacity as an issuer of U.S. Letters of Credit hereunder, and its successors and assigns in such capacity as provided in Section 2.06(i). Each U.S. Issuing Bank may, in its sole discretion, arrange for one or more U.S. Letters of Credit to be issued by Affiliates of such U.S. Issuing Bank, in which case the term “U.S. Issuing Bank” shall include any such Affiliate with respect to U.S. Letters of Credit issued by such Affiliate.

“U.S. Joinder Agreement” means a joinder agreement in substantially the form of Exhibit E-1.

“U.S. LC Exposure” means, at any time, the sum of (a) the Dollar Amount of the aggregate undrawn amount of all outstanding U.S. Letters of Credit plus (b) the aggregate Dollar Amount of all LC Disbursements relating to U.S. Letters of Credit that have not yet been reimbursed by or on behalf of the U.S. Borrower. The U.S. LC Exposure of any U.S. Revolving Lender at any time shall be its Applicable Percentage of the aggregate U.S. LC Exposure at such time.

“U.S. Lender Parties” means, individually and collectively as the context may require, the Administrative Agent, the U.S. Revolving Lenders, the U.S. Issuing Banks, the Bank Product Providers, the Hedge Providers and the other Agents.

“U.S. Letter of Credit” means any Letter of Credit issued under the U.S. Facility.

“U.S. Loan Guaranty” means the provisions of Article X of this Agreement.

“U.S. Loan Parties” means, individually and collectively as the context may require, the U.S. Borrower and any direct or indirect Domestic Subsidiary of the U.S. Borrower who becomes a party to a Loan Document.

“U.S. Loans” means, individually and collectively as the context may require, the U.S. Revolving Loans, the Swingline Loans and the U.S. Protective Advances.

“U.S. Obligated Party” has the meaning assigned to such term in Section 10.02.

“U.S. Obligations” means, with respect to the U.S. Loan Parties, all unpaid principal of and accrued and unpaid interest on the U.S. Loans, all U.S. LC Exposure, all accrued and unpaid fees and all expenses, reimbursements, indemnities and other obligations of the U.S. Loan Parties to the Lenders or to any Lender, the Administrative Agent, any U.S. Issuing Bank or any indemnified party arising under the Loan Documents.

“U.S. Person” means a “United States person” within the meaning of Section 7701(a)(30) of the Code.

“U.S. Protective Advance” has the meaning assigned to such term in Section 2.04(a).

“U.S. Revolving Exposure” means, with respect to any U.S. Revolving Lender at any time, the sum of (a) the outstanding principal amount of U.S. Revolving Loans of such U.S. Revolving Lender at such time, plus (b) an amount equal to such U.S. Revolving Lender’s Applicable Percentage of the aggregate principal amount of the Swingline Loans at such time, plus (c) an amount equal to such U.S. Revolving Lender’s Applicable Percentage of the U.S. LC Exposure at such time.

“U.S. Revolving Lenders” means the Persons listed on the Commitment Schedule as having a U.S. Commitment and any other Person that shall acquire a U.S. Commitment pursuant to an Assignment and Assumption, other than any such Person that ceases to be such a Person hereto pursuant to an Assignment and Assumption.

“U.S. Revolving Loan” means a Revolving Loan made to the U.S. Borrower by the U.S. Revolving Lenders.

“U.S. Secured Obligations” means all U.S. Obligations, together with all (a) Banking Services Obligations owing by a U.S. Loan Party or LSIFCS; and (b) Swap Obligations of the U.S. Loan Parties and LSIFCS owing to one or more Hedge Providers; provided that not later than 30 days after such Hedge Provider becomes a Hedge Provider, the Lender or Affiliate of a Lender party thereto (other than Chase or any of its Affiliates) shall have delivered written notice to the Administrative Agent that such Person is a Hedge Provider; provided, further that the U.S. Secured Obligations with respect to any Guarantor shall not include Excluded Swap Obligations of such Guarantor.

“U.S. Security Agreement” means that certain Security Agreement, dated as of September 30, 2011, between the U.S. Loan Parties and the Administrative Agent, for the benefit of the Administrative Agent, and the other Lender Parties, and any other pledge or security agreement entered into, after the Original Effective Date by any other U.S. Loan Party (as required by this Agreement or any other Loan Document).

“Weighted Average Life to Maturity” means, when applied to any Indebtedness at any date, the number of years obtained by dividing (a) the then outstanding aggregate principal amount of such Indebtedness into (b) the sum of the total of the products obtained by multiplying (i) the amount of each then remaining scheduled installment, sinking fund, serial maturity or other required payment of principal including payment at final maturity, in respect thereof, by (ii) the number of years (calculated to the nearest one-twelfth) which will elapse between such date and the making of such payment.

“Withdrawal Liability” means liability to a Multiemployer Plan as a result of a complete or partial withdrawal from such Multiemployer Plan, as such terms are defined in Part I of Subtitle E of Title IV of ERISA.

SECTION 1.02. Classification of Loans and Borrowings. For purposes of this Agreement, Loans may be classified and referred to by Class (e.g., a “Revolving Loan”) or by Type (e.g., a “Eurodollar Loan”) or by Class and Type (e.g., a “Eurodollar Revolving Loan”). Borrowings also may be classified and referred to by Class (e.g., a “Revolving Borrowing”) or by Type (e.g., a “Eurodollar Borrowing”) or by Class and Type (e.g., a “Eurodollar Revolving Borrowing”).

SECTION 1.03. Terms Generally. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “include,” “includes” and “including” shall be deemed to be followed by the phrase

“without limitation.” The word “will” shall be construed to have the same meaning and effect as the word “shall.” Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein), (b) any reference herein to any Person shall be construed to include such Person’s successors and assigns, (c) the words “herein,” “hereof” and “hereunder,” and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (d) all references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Agreement, (e) any reference in any definition to the phrase “at any time” or “for any period” shall refer to the same time or period for all calculations or determinations within such definition, and (f) the words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights.

SECTION 1.04. Accounting Terms; GAAP. Except as otherwise expressly provided herein, all terms of an accounting or financial nature shall be construed in accordance with GAAP, as in effect from time to time; provided that, if after the Amendment Effective Date there occurs any change in GAAP or in the application thereof on the operation of any provision hereof and the Borrower Representative notifies the Administrative Agent that the Borrowers request an amendment to any provision hereof to eliminate the effect of, or to account for, such change in GAAP or in the application thereof (or if the Administrative Agent notifies the Borrower Representative that the Required Lenders request an amendment to any provision hereof for such purpose), regardless of whether any such notice is given before or after such change in GAAP or in the application thereof, then such provision shall be interpreted on the basis of GAAP as in effect and applied immediately before such change shall have become effective until such notice shall have been withdrawn or such provision amended in accordance herewith. Notwithstanding any other provision contained herein all terms of an accounting or financial nature used herein shall be construed, and all computations of amounts and ratios referred to herein shall be made, without giving effect to any election under Statement of Financial Accounting Standards 159 (or any other Financial Accounting Standard having a similar result or effect) to value any Indebtedness or other liabilities of the U.S. Borrower or any Subsidiary at “fair value,” as defined therein. In the event that historical accounting practices, systems or reserves relating to the components of the U.S. Borrowing Base or Canadian Borrowing Base are modified in a manner that is adverse to the Lenders in any material respect, without limitation of the Administrative Agent’s right to establish Reserves as otherwise provided hereunder, the Administrative Agent may maintain additional reserves in respect of the components of the U.S. Borrowing Base or Canadian Borrowing Base, as applicable, and make such other adjustments (which may include maintaining additional reserves, modifying the advance rates or modifying the eligibility criteria for the components of the U.S. Borrowing Base or Canadian Borrowing Base, as applicable) as may be required to eliminate the effects of such changes.

SECTION 1.05. Currency Matters. For purposes of this Agreement and the other Loan Documents, where the permissibility of a transaction or determinations of required actions or circumstances depend upon compliance with, or are determined by reference to amounts stated in Dollars, such amounts shall be deemed to refer to the amount in Dollars or the equivalent at par Dollar Amount. For purposes of any determination under

Section 6.04 or 6.08, the amount of each Investment, disposition or other applicable transaction denominated in a currency other than Dollars shall be converted into Dollars at par Dollar Amount on the date such Investment, disposition or other transaction is consummated. Principal, interest, reimbursement obligations, fees and all other amounts payable under this Agreement or any Loan Document to any Lender Parties shall be payable in the currency in which such Obligations are denominated, unless expressly stated otherwise.

SECTION 1.06. Effect of this Agreement on the Existing Credit Agreement and the Other Existing Loan Documents.

(a) Upon satisfaction of the conditions precedent to the effectiveness of this Agreement set forth in Section 4.01, this Agreement shall be binding on the Borrowers, the other Loan Parties party hereto, the Administrative Agent, the Multicurrency Administrative Agent, the Lenders and the other parties hereto, and the Existing Credit Agreement and the provisions thereof shall be replaced in their entirety by this Agreement and the provisions hereof; provided that for the avoidance of doubt (a) the Obligations (as defined in the Existing Credit Agreement) of the Borrowers and the other Loan Parties under the Existing Credit Agreement and the other Loan Documents that remain unpaid and outstanding as of the Amendment Effective Date shall continue to exist under and be evidenced by this Agreement and the other Loan Documents, (b) all Letters of Credit under and as defined in the Existing Credit Agreement shall continue as Letters of Credit under this Agreement and (c) the Collateral and the Loan Documents shall continue to secure, guarantee, support and otherwise benefit the Obligations on the same terms as prior to the effectiveness hereof. Upon the effectiveness of this Agreement, each Loan Document that was in effect immediately prior to the date of this Agreement shall continue to be effective on its terms unless otherwise expressly stated herein.

(b) Nothing herein contained shall be construed as a substitution or novation of the obligations outstanding under the Existing Credit Agreement, the other Existing Loan Documents (as defined below) or instruments securing the same, which shall remain in full force and effect, except as modified hereby or by instruments executed concurrently herewith. Nothing expressed or implied in this Agreement shall be construed as a release or other discharge of any Borrower or any Guarantor from any of its obligations or liabilities under the Existing Credit Agreement or any of the security agreements, pledge agreements, mortgages, guaranties or other loan documents executed in connection therewith (the “Existing Loan Documents”). Each Loan Party hereby (a) confirms and agrees that each Existing Loan Documents to which it is a party that is not being amended and restated concurrently herewith is, and shall continue to be, in full force and effect and is hereby ratified and confirmed in all respects except that on and after the Amendment Effective Date, all references in any such Existing Loan Document to “the Credit Agreement,” “thereto,” “thereof,” “thereunder” or words of like import referring to the Existing Credit Agreement shall mean the Existing Credit Agreement as amended and restated by this Agreement, and (b) confirms and agrees that to the extent that any such Existing Loan Document purports to assign or pledge to any of the Agent or the Lenders or the Issuing Bank or the Bank Product Providers or to grant to any of the Agents or the Lenders or the Issuing Bank or the Bank Product Providers a security interest in or lien on, any collateral as security for all or any portion of any of the Obligations of any Borrower or any other Loan Party, as the case may be, from time to time existing in respect of the Existing Credit Agreement or the Existing Loan Document, such pledge or assignment or grant of the security interest or lien is hereby ratified and confirmed in all respects with respect to this Agreement and the Loan Documents.

ARTICLE II

The Credits

SECTION 2.01. Commitments. Subject to the terms and conditions set forth herein, each U.S. Revolving Lender severally agrees to make U.S. Revolving Loans to the U.S. Borrower from time to time during the Availability Period and each Multicurrency Revolving Lender severally agrees to make Multicurrency Revolving Loans to either of the Borrowers from time to time during the Availability Period in an aggregate principal amount that will not result in:

- (i) the U.S. Revolving Exposure of any U.S. Revolving Lender exceeding such U.S. Revolving Lender's U.S. Commitment;
- (ii) the Multicurrency Revolving Exposure of any Multicurrency Revolving Lender exceeding such Multicurrency Revolving Lender's Multicurrency Commitment;
- (iii) the sum of (x) the U.S. Revolving Exposure plus (y) the U.S. Borrower Multicurrency Facility Outstandings plus (z) the Canadian Borrower Shared Outstandings exceeding the U.S. Borrowing Base; or
- (iv) the Aggregate Revolving Exposure exceeding the sum of (x) the U.S. Borrowing Base plus (y) the lesser of (I) the aggregate Multicurrency Commitment and (II) the Canadian Borrowing Base;

subject to the Administrative Agent's and Multicurrency Administrative Agent's authority, in their sole discretion, to make Protective Advances pursuant to the terms of Section 2.04. The limitations on Borrowings referred to in clauses (i) through (iv) are referred to collectively as the "Revolving Exposure Limitations." Within the foregoing limits and subject to the terms and conditions set forth herein, the Borrowers may borrow, prepay and reborrow Revolving Loans.

SECTION 2.02. Loans and Borrowings.

- (a) Each Loan (other than a Swingline Loan) shall be made as part of a Borrowing consisting of Loans of the same Class and Type made by the Lenders ratably in accordance with their respective Commitments of the applicable Class. Any Protective Advance and any Swingline Loan shall be made in accordance with the procedures set forth in Sections 2.04 and 2.05.
- (b) All Borrowings under the U.S. Commitment shall be denominated in Dollars. Borrowings under the Multicurrency Commitment may be in Dollars or Canadian Dollars. Subject to Section 2.14, (i) each Borrowing that is denominated in Dollars shall be comprised entirely of ABR Loans or Eurodollar Loans as the Borrower Representative may request in accordance herewith, provided that all Borrowings made on the Amendment Effective Date must be made as ABR Borrowings but may be converted into Eurodollar Borrowings in accordance with Section 2.08 and (ii) each Borrowing that is denominated in Canadian Dollars shall be comprised entirely of Canadian Prime Rate Loans or CDOR Rate Loans as the Borrower Representative may request in accordance herewith. Each Swingline Loan shall be an ABR Loan. Each Lender at its option may make any Eurodollar Loan by causing any domestic or foreign branch or Affiliate of such Lender to make such Loan; provided that any exercise of such option shall not affect the obligation of the applicable Borrower to repay such Loan in accordance with the terms of this Agreement.

(c) At the commencement of each Interest Period for any Eurodollar Borrowing, such Borrowing shall be in an aggregate amount that is an integral multiple of \$1,000,000 and not less than \$5,000,000. At the commencement of each Interest Period for any CDOR Rate Borrowing, such Borrowing shall be in an aggregate that is an integral multiple of Cdn.\$1,000,000 and not less than Cdn.\$5,000,000. ABR Revolving Borrowings shall be in an integral multiple of \$1,000,000 and not less than \$2,000,000. Canadian Prime Rate Borrowings shall be in an integral multiple of Cdn.\$1,000,000 and not less than Cdn.\$2,000,000. Each Swingline Loan shall be in an amount that is an integral multiple of \$25,000 and not less than \$100,000. Borrowings of more than one Type and Class may be outstanding at the same time; provided that there shall not at any time be more than a total of 15 Eurodollar Borrowings and/or CDOR Rate Borrowings outstanding.

(d) Notwithstanding any other provision of this Agreement, the Borrower Representative shall not be entitled to request, or to elect to convert or continue, any Borrowing if the Interest Period requested with respect thereto would end after the Maturity Date.

SECTION 2.03. Requests for Revolving Borrowings. To request a Revolving Borrowing, the Borrower Representative shall notify the Administrative Agent (in the case of a requested Borrowing under the U.S. Facility) or the Multicurrency Administrative Agent with a copy to the Administrative Agent (in the case of a requested Borrowing under the Multicurrency Facility), of such request either in writing (delivered by hand or facsimile) in a form approved by the Applicable Administrative Agent and signed by the Borrower Representative or by telephone (i) with respect to U.S. Revolving Loans, not later than (a) in the case of a Eurodollar Borrowing, 12:00 noon, Pacific time, three Business Days before the date of the proposed Borrowing or (b) in the case of an ABR Borrowing, 10:00 a.m., Pacific time (or, in the case of a request for a Swingline Loan, 12:00 noon Pacific time), on the date of the proposed Borrowing and (ii) with respect to Multicurrency Revolving Loans, not later than (a) in the case of CDOR Rate Borrowings, 1:00 p.m., Toronto time, three Business Days prior to the date of the proposed Borrowing and (b) in the case of Canadian Prime Rate Borrowings or ABR Borrowings, 1:00 p.m., Toronto time, one Business Day before the date of the proposed Borrowing. Each such telephonic Borrowing Request shall be irrevocable and shall be confirmed promptly by hand delivery or facsimile to the Administrative Agent (if a U.S. Revolving Loan) or the Multicurrency Administrative Agent with a copy to the Administrative Agent (if a Multicurrency Revolving Loan), of a written Borrowing Request in a form approved by the Applicable Administrative Agent and signed by the Borrower Representative. Each such telephonic and written Borrowing Request shall specify the following information in compliance with Section 2.01:

- (i) the name of the applicable Borrower;
- (ii) whether such Borrowing is to be a Borrowing under the U.S. Facility or the Multicurrency Facility;
- (iii) the aggregate amount of the requested Borrowing and a breakdown of the separate wires comprising such Borrowing;
- (iv) the date of such Borrowing, which shall be a Business Day;
- (v) whether such Borrowing is to be an ABR Borrowing, a Eurodollar Borrowing, a Canadian Prime Rate Borrowing or a CDOR Rate Borrowing; and

(vi) in the case of a Eurodollar Borrowing or CDOR Rate Borrowing, the initial Interest Period to be applicable thereto, which shall be a period contemplated by the definition of the term "Interest Period."

If no election as to the Type of Borrowing is specified, then (A) a Borrowing of U.S. Revolving Loans or Multicurrency Revolving Loans requested in Dollars shall be an ABR Borrowing and (B) a Borrowing of Multicurrency Revolving Loans requested in Canadian Dollars shall be a Canadian Prime Rate Borrowing. If no Interest Period is specified with respect to any requested Eurodollar Borrowing or CDOR Rate Borrowing, then the applicable Borrower shall be deemed to have selected an Interest Period of one month's or 30 days', as applicable, duration. Promptly following receipt of a Borrowing Request in accordance with this Section, the Applicable Administrative Agent shall advise each applicable Lender of the details thereof and of the amount of such Lender's Loan to be made as part of the requested Borrowing.

SECTION 2.04. Protective Advances.

(a) Subject to the limitations set forth below, the Applicable Administrative Agent is authorized by the Borrowers and the Lenders, from time to time in the Applicable Administrative Agent's sole discretion (but shall have absolutely no obligation), to make (i) in the case of the Administrative Agent, Loans to the U.S. Borrower in Dollars on behalf of the U.S. Revolving Lenders (each such Loan, a "U.S. Protective Advance") or (ii) in the case of the Multicurrency Administrative Agent, Loans to either of the Borrowers in Canadian Dollars or Dollars on behalf of the Multicurrency Revolving Lenders (each such Loan, a "Multicurrency Protective Advance") which the Applicable Administrative Agent, in its Permitted Discretion, deems necessary or desirable (i) to preserve or protect the Collateral, or any portion thereof, (ii) to enhance the likelihood of, or maximize the amount of, repayment of the Loans and other Obligations, or (iii) to pay any other amount chargeable to or required to be paid by the applicable Borrower pursuant to the terms of this Agreement, including payments of reimbursable expenses (including costs, fees, and expenses as described in Section 9.03) and other sums payable under the Loan Documents; provided that (1) the aggregate amount of outstanding U.S. Protective Advances shall not, at any time, exceed \$50,000,000; provided further that the aggregate amount of outstanding U.S. Protective Advances plus the U.S. Revolving Exposure shall not exceed the aggregate U.S. Commitments; and (2) the aggregate Dollar Amount of outstanding Multicurrency Protective Advances shall not, at any time, exceed \$5,000,000; provided further that the aggregate amount of outstanding Multicurrency Protective Advances plus the Multicurrency Revolving Exposure shall not exceed the aggregate Multicurrency Commitments. Protective Advances may be made even if the conditions precedent set forth in Section 4.02 have not been satisfied. The Protective Advances shall be secured by the Liens in favor of the Administrative Agent in and to the applicable Collateral and shall constitute Obligations hereunder. All Protective Advances shall be ABR Borrowings (in the case of Dollar denominated amounts) or Canadian Prime Rate Borrowings (in the case of Canadian Dollar denominated amounts). The Applicable Administrative Agent's authorization to make Protective Advances may be revoked at any time by the Required Lenders. Any such revocation must be in writing and shall become effective prospectively upon the Applicable Administrative Agent's receipt thereof. At any time that the making of such U.S. Revolving Loan would not violate the Revolving Exposure Limitations and the conditions precedent set forth in Section 4.02 have been satisfied, the Administrative Agent may request the U.S. Revolving Lenders to make a U.S. Revolving Loan in Dollars to repay a U.S. Protective Advance. At any other time the Administrative Agent may require the U.S. Revolving Lenders to fund in Dollars their risk participations described in Section 2.04(b). At any time the making of such Multicurrency Revolving Loan would not violate the Revolving Exposure Limitations and the conditions precedent set forth in Section 4.02 have been satisfied, the Multicurrency Administrative Agent may request the Multicurrency

Revolving Lenders to make a Multicurrency Revolving Loan in the currency in which any Multicurrency Protective Advance is denominated to repay such Multicurrency Protective Advance. At any other time the Multicurrency Administrative Agent may require the Multicurrency Revolving Lenders to fund their risk participations described in Section 2.04(b) in any Multicurrency Protective Advance in the currency in which such Multicurrency Protective Advance is denominated.

(b) Upon the making of a U.S. Protective Advance by the Administrative Agent (whether before or after the occurrence of a Default), each U.S. Revolving Lender shall be deemed, without further action by any party hereto, to have unconditionally and irrevocably purchased from the Administrative Agent, without recourse or warranty, an undivided interest and participation in such U.S. Protective Advance in proportion to its Applicable Percentage. Upon the making of a Multicurrency Protective Advance by the Multicurrency Administrative Agent (whether before or after the occurrence of a Default), each Multicurrency Revolving Lender shall be deemed, without further action by any party hereto, to have unconditionally and irrevocably purchased from the Multicurrency Administrative Agent, without recourse or warranty, an undivided interest and participation in such Multicurrency Protective Advance in proportion to its Applicable Percentage. From and after the date, if any, on which any Lender is required to fund its participation in any Protective Advance purchased hereunder, the Applicable Administrative Agent shall promptly distribute to such Lender, such Lender's Applicable Percentage of all payments of principal and interest and all proceeds of Collateral received by the Applicable Administrative Agent in respect of such Protective Advance.

SECTION 2.05. Swingline Loans.

(a) The Administrative Agent, the Swingline Lender and the U.S. Revolving Lenders agree that in order to facilitate the administration of this Agreement and the other Loan Documents, promptly after the Borrower Representative requests an ABR Borrowing under the U.S. Facility, the Swingline Lender may elect to have the terms of this Section 2.05(a) apply to such Borrowing Request by advancing, on behalf of the U.S. Revolving Lenders and in the amount requested, same day funds to the U.S. Borrower, on the applicable Borrowing date to the Funding Account(s) (each such Loan made solely by the Swingline Lender pursuant to this Section 2.05(a) is referred to in this Agreement as a "Swingline Loan"), with settlement among them as to the Swingline Loans to take place on a periodic basis as set forth in Section 2.05(c). Each Swingline Loan shall be subject to all the terms and conditions applicable to other ABR Revolving Loans funded by the U.S. Revolving Lenders, except that all payments thereon shall be payable to the Swingline Lender solely for its own account. The aggregate amount of Swingline Loans outstanding at any time shall not exceed \$35,000,000. The Swingline Lender shall not make any Swingline Loan if the requested Swingline Loan would result in a violation of the Revolving Exposure Limitations. All Swingline Loans shall be ABR Borrowings.

(b) Upon the making of a Swingline Loan (whether before or after the occurrence of a Default (unless the Administrative Agent shall have received written notice thereof from the Borrower Representative or any Lender) and regardless of whether a Settlement has been requested with respect to such Swingline Loan), each U.S. Revolving Lender shall be deemed, without further action by any party hereto, to have unconditionally and irrevocably purchased from the Swingline Lender, without recourse or warranty, an undivided interest and participation in such Swingline Loan in proportion to its Applicable Percentage. The Swingline Lender may, at any time, require the U.S. Revolving Lenders to fund their participations. From and after the date, if any, on which any U.S. Revolving Lender is required to fund its participation in any Swingline Loan purchased hereunder, the Administrative Agent shall promptly distribute to such Lender, such Lender's Applicable Percentage of all payments of principal and interest

and all proceeds of Collateral received by the Administrative Agent or Swingline Lender in respect of such Loan.

(c) The Administrative Agent, on behalf of the Swingline Lender, shall request settlement (a “Settlement”) with the U.S. Revolving Lenders on at least a weekly basis or on any more frequent date that the Administrative Agent elects, by notifying the U.S. Revolving Lenders of such requested Settlement by facsimile, telephone, or e-mail no later than 11:00 a.m., Pacific time on the date of such requested Settlement (the “Settlement Date”). Each U.S. Revolving Lender (other than the Swingline Lender, in the case of the Swingline Loans) shall transfer the amount of such U.S. Revolving Lender’s Applicable Percentage of the outstanding principal amount of the applicable Loan with respect to which Settlement is requested to the Administrative Agent, to such account of the Administrative Agent as the Administrative Agent may designate, not later than 1:00 p.m., Pacific time, on such Settlement Date. Settlements may occur during the existence of a Default and whether or not the applicable conditions precedent set forth in Section 4.02 have then been satisfied. Such amounts transferred to the Administrative Agent shall be applied against the amounts of the Swingline Lender’s Swingline Loans and, together with the Swingline Lender’s Applicable Percentage of such Swingline Loan, shall constitute U.S. Revolving Loans of such U.S. Revolving Lenders, respectively. If any such amount is not transferred to the Administrative Agent by any U.S. Revolving Lender on such Settlement Date, the Swingline Lender shall be entitled to recover from such Lender on demand such amount, together with interest thereon, as specified in Section 2.07.

SECTION 2.06. Letters of Credit.

(a) General. Subject to the terms and conditions set forth herein, the Borrower Representative may request the issuance of Letters of Credit denominated in Dollars (in the case of U.S. Letters of Credit), denominated in Dollars or Canadian Dollars (in the case of Multicurrency Letters of Credit) or denominated in an LC Alternative Currency (in the case of any Letter of Credit) for its own account or for the account of any Subsidiary, in a form reasonably acceptable to the Administrative Agent and the applicable U.S. Issuing Bank (in the case of U.S. Letters of Credit) or the applicable Multicurrency Issuing Bank (in the case of Multicurrency Letters of Credit), at any time and from time to time during the Availability Period. In the event of any inconsistency between the terms and conditions of this Agreement and the terms and conditions of any form of letter of credit application or other agreement submitted by any Borrower to, or entered into by any Borrower or any Subsidiary with, an Issuing Bank relating to any Letter of Credit, the terms and conditions of this Agreement shall control.

(b) Notice of Issuance, Amendment, Renewal, Extension; Certain Conditions. To request the issuance of a Letter of Credit (or the amendment, renewal or extension of an outstanding Letter of Credit), the Borrower Representative shall deliver by hand or facsimile (or transmit by electronic communication, if arrangements for doing so have been approved by the applicable U.S. Issuing Bank (in the case of U.S. Letters of Credit) or the applicable Multicurrency Issuing Bank (in the case of Multicurrency Letters of Credit)) to (1) the applicable U.S. Issuing Bank (in the case of U.S. Letters of Credit) or the applicable Multicurrency Issuing Bank (in the case of Multicurrency Letters of Credit) and (2) the Administrative Agent (in the case of U.S. Letters of Credit) or the Multicurrency Administrative Agent with a copy to the Administrative Agent (in the case of Multicurrency Letters of Credit) (in each case, prior to 9:00 am, Pacific time, at least two Business Days prior to the requested date of issuance, amendment, renewal or extension) a notice requesting the issuance of a Letter of Credit, or identifying the Letter of Credit to be amended, renewed or extended, and specifying whether such Letter of Credit is to be a U.S. Letter of Credit or a Multicurrency Letter of Credit (and, if such Letter of Credit is to be a Multicurrency Letter of Credit, whether such Letter of Credit is to be issued for the account of the U.S.

Borrower or for the account of the Canadian Borrower), whether such Letter of Credit is to be a Cash Collateralized Letter of Credit, the date of issuance, amendment, renewal or extension (which shall be a Business Day), the date on which such Letter of Credit is to expire (which shall comply with paragraph (c) of this Section), the amount of such Letter of Credit, the name and address of the beneficiary thereof the currency in which such Letter of Credit will be denominated (which (x) shall be Dollars or an LC Alternative Currency in the case of U.S. Letters of Credit and (y) shall be Dollars, Canadian Dollars or an LC Alternative Currency in the case of Multicurrency Letters of Credit) and such other information as shall be necessary to prepare, amend, renew or extend such Letter of Credit. If requested by the applicable Issuing Bank, the applicable Borrower also shall submit a letter of credit application on the applicable Issuing Bank's standard form in connection with any request for a Letter of Credit. A Letter of Credit shall be issued, amended, renewed or extended only if (and upon issuance, amendment, renewal or extension of each Letter of Credit the Borrowers shall be deemed to represent and warrant that), after giving effect to such issuance, amendment, renewal or extension (i) the LC Exposure shall not exceed \$350,000,000, (ii) the Revolving Exposure Limitations shall not be exceeded and (iii) in the case of a Cash Collateralized Letter of Credit (I) issued for the account of the U.S. Borrower, the aggregate amount of all Cash Collateralized Letters of Credit issued for the account of the U.S. Borrower does not exceed the amount of cash and Cash Equivalents in the U.S. Availability Cash Collateral Account or (II) issued for the account of the Canadian Borrower, the aggregate amount of all Cash Collateralized Letters of Credit issued for the account of the Canadian Borrower does not exceed the amount of cash and Cash Equivalents in the Canadian Availability Cash Collateral Account.

(c) Expiration Date. Each Letter of Credit shall expire at or prior to the close of business on the earlier of (i) the date that is one year after the date of the issuance of such Letter of Credit (or, in the case of any renewal or extension thereof, one year after such renewal or extension) and (ii) the date that is five Business Days prior to the Maturity Date.

(d) Evergreen Letters of Credit. If the Borrower Representative so requests in any Letter of Credit application, the applicable U.S. Issuing Bank (in the case of U.S. Letters of Credit) or the applicable Multicurrency Issuing Bank (in the case of Multicurrency Letters of Credit) agrees to issue a Letter of Credit that has automatic renewal provisions (each, an "Evergreen Letter of Credit"); provided that (i) any such Evergreen Letter of Credit must permit the Issuing Bank to prevent any such renewal at least once in each twelve-month period (commencing with the date of issuance of such Letter of Credit) by giving prior notice to the beneficiary thereof not later than a date (the "Non-Renewal Notice Date") in each such twelve-month period to be agreed upon at the time such Letter of Credit is issued and no such Evergreen Letter of Credit shall have an expiry date later than the earlier to occur of (i) the date that is one year after the date of the issuance of such Evergreen Letter of Credit (or, in the case of any renewal or extension thereof, one year after such renewal or extension) and (ii) the date that is five Business Days prior to the Maturity Date; provided, however, that, notwithstanding clause (ii) above the expiry date of an Evergreen Letter of Credit may be up to one year later than the fifth Business Day prior to the Maturity Date if the Borrower Cash Collateralizes such Evergreen Letter of Credit on or before the fifth Business Day prior to the Maturity Date (in which case the Revolving Lenders shall cease to have risk participation therein following the Maturity Date). Unless otherwise directed by the applicable Issuing Bank, the Borrower Representative shall not be required to make a specific request to such Issuing Bank for any such renewal.

(e) Participations. By the issuance of a Letter of Credit (or an amendment to a Letter of Credit increasing the amount thereof) and without any further action on the part of any Issuing Bank or the Revolving Lenders, each U.S. Issuing Bank hereby grants to each U.S. Revolving Lender (with respect to each U.S. Letter of Credit) and each Multicurrency Issuing Bank hereby grants to each

Multicurrency Revolving Lender (with respect to each Multicurrency Letter of Credit), and each U.S. Revolving Lender hereby acquires from each U.S. Issuing Bank, a participation in such U.S. Letter of Credit equal to such Lender's Applicable Percentage of the aggregate amount available to be drawn under such U.S. Letter of Credit and each Multicurrency Revolving Lender hereby acquires from each Multicurrency Issuing Bank, a participation in such Multicurrency Letter of Credit equal to such Multicurrency Revolving Lender's Applicable Percentage of the aggregate amount available to be drawn under such Multicurrency Letter of Credit. In consideration and in furtherance of the foregoing, (i) each U.S. Revolving Lender hereby absolutely and unconditionally agrees to pay to the Administrative Agent, for the account of the applicable U.S. Issuing Bank, such Lender's Applicable Percentage of each LC Disbursement made by the applicable U.S. Issuing Bank and not reimbursed by the U.S. Borrower on the date due as provided in paragraph (f) of this Section, or of any reimbursement payment required to be refunded to the U.S. Borrower for any reason and (ii) each Multicurrency Revolving Lender hereby absolutely and unconditionally agrees to pay to the Multicurrency Administrative Agent, for the account of the applicable Multicurrency Issuing Bank, such Lender's Applicable Percentage of each LC Disbursement made by the applicable Multicurrency Issuing Bank and not reimbursed by the Borrowers; in each case, on the date due as provided in paragraph (f) of this Section, or of any reimbursement payment required to be refunded to either Borrower for any reason. Each Revolving Lender acknowledges and agrees that its obligation to acquire participations pursuant to this paragraph in respect of Letters of Credit is absolute and unconditional and shall not be affected by any circumstance whatsoever, including any amendment, renewal or extension of any Letter of Credit or the occurrence and continuance of a Default or reduction or termination of the Commitments, and that each such payment shall be made without any offset, abatement, withholding or reduction whatsoever.

(f) Reimbursement. If the Issuing Bank shall make any LC Disbursement in respect of a Letter of Credit issued for the account of any Borrower, such Borrower shall reimburse such LC Disbursement by paying to (x) the Administrative Agent (in the case of any U.S. Letter of Credit) in Dollars or (y) the Multicurrency Administrative Agent (in the case of any Multicurrency Letters of Credit) in the same currency as the applicable LC Disbursement in each case in an amount equal to the applicable LC Disbursement (i) not later than (A) in the case of any U.S. Letter of Credit, 11:00 a.m., Pacific time, on the date that such LC Disbursement is made, if the Borrower Representative shall have received notice of such LC Disbursement prior to 9:00 a.m., Pacific time, on such date, or (B) in the case of any Multicurrency Letter of Credit, 11:00 a.m. Pacific time, on the day following the day that such LC Disbursement is made, if the Borrower Representative shall have received notice of such LC Disbursement prior to 9:00 a.m., Pacific time, on the date that such LC Disbursement was made, or, (ii) if such notice has not been received by the Borrower Representative prior to such time on such date, then not later than 11:00 a.m., Pacific time, on (A) the Business Day that the Borrower Representative receives such notice, if such notice is received prior to 9:00 a.m., Pacific time, on the day of receipt, or (B) the Business Day immediately following the day that the Borrower Representative receives such notice, if such notice is not received prior to such time on the day of receipt; provided that, (x) in the case of an LC Disbursement in respect of a U.S. Letter of Credit, the U.S. Borrower may, subject to the conditions to borrowing set forth herein, request in accordance with Section 2.03 or 2.05 that such payment be financed with an ABR Borrowing or Swingline Loan in an equivalent amount and, to the extent so financed, the U.S. Borrower's obligation to make such payment shall be discharged and replaced by the resulting ABR Borrowing or Swingline Loan and (y) in the case of an LC Disbursement in respect of a Multicurrency Letter of Credit, the Canadian Borrower may, subject to the conditions to borrowing set forth herein, request in accordance with Section 2.03 that such payment be financed with a Canadian Prime Rate Borrowing in an equivalent amount and, to the extent so financed, the Canadian Borrower's obligation to make such payment shall be discharged and replaced by the resulting Canadian Prime Rate Borrowing. If the applicable Borrower fails to make such payment when due, the Applicable Administrative Agent shall

notify each applicable Revolving Lender of the applicable LC Disbursement, the payment and currency then due from the applicable Borrower in respect thereof and such Lender's Applicable Percentage thereof. Promptly following receipt of such notice, each applicable Revolving Lender shall pay to (x) the Administrative Agent in Dollars (in the case of U.S. Letters of Credit) or (y) the Multicurrency Administrative Agent in the same currency as the applicable LC Disbursement (in the case of Multicurrency Letters of Credit) its Applicable Percentage of the payment then due from the applicable Borrower, in the same manner as provided in Section 2.07 with respect to Loans made by such Lender (and Section 2.07 shall apply, mutatis mutandis, to the payment obligations of the Revolving Lenders), and the Applicable Administrative Agent shall promptly pay to the applicable Issuing Bank the amounts so received by it from the Revolving Lenders. Promptly following receipt by the Applicable Administrative Agent of any payment from a Borrower pursuant to this paragraph in respect of an LC Disbursement, the Applicable Administrative Agent shall distribute such payment to the applicable Issuing Bank or, to the extent that Revolving Lenders have made payments pursuant to this paragraph to reimburse the applicable Issuing Bank for such LC Disbursement, then to such Lenders and the applicable Issuing Bank as their interests may appear. Any payment made by a Revolving Lender pursuant to this paragraph to reimburse an Issuing Bank for any LC Disbursement (other than the funding of ABR Revolving Loans, a Swingline Loan or Canadian Prime Rate Loans as contemplated above) shall not constitute a Loan and shall not relieve the applicable Borrower of its obligation to reimburse such LC Disbursement.

(g) **Obligations Absolute.** The Borrowers' obligations to reimburse LC Disbursements as provided in paragraph (f) of this Section shall be absolute, unconditional and irrevocable, and shall be performed strictly in accordance with the terms of this Agreement under any and all circumstances whatsoever and irrespective of (i) any lack of validity or enforceability of any Letter of Credit or this Agreement, or any term or provision therein or herein, (ii) any draft or other document presented under a Letter of Credit proving to be forged, fraudulent or invalid in any respect or any statement therein being untrue or inaccurate in any respect, (iii) payment by an Issuing Bank under a Letter of Credit against presentation of a draft or other document that does not comply with the terms of such Letter of Credit, or (iv) any other event or circumstance whatsoever, whether or not similar to any of the foregoing, that might, but for the provisions of this Section, constitute a legal or equitable discharge of, or provide a right of setoff against, the Borrowers' obligations hereunder. Neither the Administrative Agent, the Multicurrency Administrative Agent, the Revolving Lenders nor any Issuing Bank, nor any of their Related Parties, shall have any liability or responsibility by reason of or in connection with the issuance or transfer of any Letter of Credit or any payment or failure to make any payment thereunder (irrespective of any of the circumstances referred to in the preceding sentence), or any error, omission, interruption, loss or delay in transmission or delivery of any draft, notice or other communication under or relating to any Letter of Credit (including any document required to make a drawing thereunder), any error in interpretation of technical terms or any consequence arising from causes beyond the control of an Issuing Bank; provided that the foregoing shall not be construed to excuse an Issuing Bank from liability to any Borrower to the extent of any direct damages (as opposed to consequential damages, claims in respect of which are hereby waived by the Borrowers to the extent permitted by applicable law) suffered by such Borrower that are caused by such Issuing Bank's failure to exercise care when determining whether drafts and other documents presented under a Letter of Credit comply with the terms thereof. The parties hereto expressly agree that, in the absence of gross negligence or willful misconduct on the part of an Issuing Bank (as finally determined by a court of competent jurisdiction), such Issuing Bank shall be deemed to have exercised care in each such determination. In furtherance of the foregoing and without limiting the generality thereof, the parties agree that, with respect to documents presented which appear on their face to be in substantial compliance with the terms of a Letter of Credit, an Issuing Bank may, in its sole discretion, either accept and make payment upon such documents without responsibility

for further investigation, regardless of any notice or information to the contrary, or refuse to accept and make payment upon such documents if such documents are not in strict compliance with the terms of such Letter of Credit.

(h) Disbursement Procedures. Each Issuing Bank shall, promptly following its receipt thereof, examine all documents purporting to represent a demand for payment under a Letter of Credit. Each Issuing Bank shall promptly notify the Applicable Administrative Agent and the applicable Borrower by telephone (confirmed by facsimile) of such demand for payment and whether such Issuing Bank has made or will make an LC Disbursement thereunder; provided that any failure to give or delay in giving such notice shall not relieve any Borrower of its obligation to reimburse such Issuing Bank and the Revolving Lenders with respect to any such LC Disbursement.

(i) Interim Interest. If an Issuing Bank shall make any LC Disbursement, then, unless the applicable Borrower shall reimburse such LC Disbursement in full on the date such LC Disbursement is made, the unpaid amount thereof shall bear interest, for each day from and including the date such LC Disbursement is made to but excluding the date that the Borrowers reimburse such LC Disbursement, at (i) in the case of U.S. Letters of Credit, the rate per annum then applicable to ABR Revolving Loans and (ii) in the case of Multicurrency Letters of Credit, the rate per annum then applicable to Canadian Prime Rate Loans; provided that, if a Borrower fails to reimburse such LC Disbursement when due pursuant to paragraph (e) of this Section, then Section 2.13(f) shall apply. Interest accrued pursuant to this paragraph shall be for the account of the applicable Issuing Bank, except that interest accrued on and after the date of payment by any Revolving Lender pursuant to paragraph (e) of this Section to reimburse the applicable Issuing Bank shall be for the account of such Lender to the extent of such payment.

(j) Replacement of an Issuing Bank. Any Issuing Bank may be replaced at any time by written agreement among the Borrower Representative, the Applicable Administrative Agent, the replaced Issuing Bank and a successor Issuing Bank. The Applicable Administrative Agent shall notify the Revolving Lenders of any such replacement of an Issuing Bank. At the time any such replacement shall become effective, the applicable Borrower shall pay all unpaid fees accrued for the account of the replaced Issuing Bank pursuant to Section 2.12(b). From and after the effective date of any such replacement, (i) the successor Issuing Bank shall have all the rights and obligations of an Issuing Bank under this Agreement with respect to Letters of Credit to be issued thereafter and (ii) references herein to the term "Issuing Bank" shall be deemed to refer to such successor or to any previous Issuing Bank, or to such successor and all previous Issuing Banks, as the context shall require. After the replacement of an Issuing Bank hereunder, the replaced Issuing Bank shall remain a party hereto and shall continue to have all the rights and obligations of an Issuing Bank under this Agreement with respect to Letters of Credit issued by it prior to such replacement, but shall not be required to issue additional Letters of Credit.

(k) Cash Collateralization. If any Event of Default shall occur and be continuing, on the Business Day that the Borrower Representative receives notice from the Applicable Administrative Agent or the Required Lenders demanding the deposit of Cash Collateral pursuant to this paragraph, (i) the U.S. Borrower shall deposit in the U.S. Availability Cash Collateral Account, an amount in cash equal to the excess of (x) 103% of the LC Exposure in respect of Letters of Credit issued for the account of the U.S. Borrower as of such date plus accrued and unpaid fees thereon over (y) the amount of cash and Cash Equivalents on deposit in the U.S. Availability Cash Collateral Account on such date and (ii) the Canadian Borrower shall deposit in the Canadian Availability Cash Collateral Account, an amount in cash equal to the excess of (x) 103% of the LC Exposure in respect of Letters of Credit issued for the account of the Canadian Borrower as of such date plus accrued and unpaid fees thereon over (y) the amount of cash and

Cash Equivalents on deposit in the Canadian Availability Cash Collateral Account on such date; provided that the obligation to deposit such cash collateral shall become effective immediately, and such deposit shall become immediately due and payable, without demand or other notice of any kind, upon the occurrence of any Event of Default with respect to any Borrower described in clause (h) or (i) of Article VII. Such deposits (A) if made into the U.S. Availability Cash Collateral Account shall be held by the Administrative Agent as collateral for the payment and performance of the Secured Obligations and (B) if made into the Canadian Availability Cash Collateral Account, such deposit shall be held by the Multicurrency Administrative Agent as collateral for the payment and performance of the Canadian Secured Obligations. The U.S. Borrower hereby authorizes the Administrative Agent to apply any amount in the U.S. Availability Cash Collateral Account to reimburse LC Disbursements in respect of Letters of Credit issued for the account of either Borrower and the Canadian Borrower hereby authorizes the Administrative Agent and the Multicurrency Administrative Agent to apply any amount in the Canadian Availability Cash Collateral Account to reimburse LC Disbursements in respect of Letters of Credit issued for the account of the Canadian Borrower.

(l) Conversion of Cash Collateralized Letter of Credit or Non-Cash Collateralized Letter of Credit. Either Borrower may convert any Cash Collateralized Letter of Credit into a Letter of Credit that is not a Cash Collateralized Letter of Credit or any Letter of Credit that is not a Cash Collateralized Letter of Credit into a Cash Collateralized Letter of Credit by providing the Administrative Agent (in the case of a U.S. Letter of Credit) or the Multicurrency Administrative Agent with a copy to the Administrative Agent (in the case of a Multicurrency Letter of Credit), at least one Business Day prior to the effective date of such conversion, written notice identifying the relevant Cash Collateralized Letter of Credit or non-Cash Collateralized Letter of Credit, as the case may be, to be converted and the date upon which such conversion shall be effective.

SECTION 2.07. Funding of Borrowings.

(a) Each Lender shall make each Loan to be made by such Lender hereunder on the proposed date thereof by wire transfer of immediately available funds by (i) with respect to Eurodollar Borrowings, 10:00 a.m., Pacific time and (ii) with respect to ABR Borrowings, 12:00 noon, Pacific time, in each case to the account of the Applicable Administrative Agent most recently designated by it for such purpose by notice to the Lenders in an amount equal to such Lender's Applicable Percentage; provided that, Swingline Loans shall be made as provided in Section 2.05. The Applicable Administrative Agent will make such Loans available to the applicable Borrower by promptly crediting the amounts so received, in like funds, to the Funding Account; provided that (I) ABR Revolving Loans made to finance the reimbursement of (i) an LC Disbursement as provided in Section 2.06(f) shall be remitted by the Administrative Agent to the applicable U.S. Issuing Bank and (ii) a U.S. Protective Advance shall be retained by the Administrative Agent and (II) ABR Loans or Canadian Prime Rate Loans made to finance the reimbursement of (i) a Canadian LC Disbursement as provided in Section 2.06(f) shall be remitted by the Multicurrency Administrative Agent to the applicable Multicurrency Issuing Bank and (ii) a Multicurrency Protective Advance shall be retained by the Multicurrency Administrative Agent.

(b) Unless the Applicable Administrative Agent shall have received notice from a Lender prior to the proposed date of any Borrowing that such Lender will not make available to the Applicable Administrative Agent such Lender's share of such Borrowing, the Applicable Administrative Agent may assume that such Lender has made such share available on such date in accordance with paragraph (a) of this Section and may, in reliance upon such assumption, make available to the applicable Borrower a corresponding amount. In such event, if a Lender has not in fact made its share of the applicable Borrowing available to the Applicable Administrative Agent, then the applicable Lender and

the applicable Borrower severally agree to pay to the Applicable Administrative Agent promptly on demand such corresponding amount with interest thereon, for each day from and including the date such amount is made available to the applicable Borrower to but excluding the date of payment to the Applicable Administrative Agent, at (i) in the case of such Lender, the greater of either the Federal Funds Effective Rate (in the case of Dollar-denominated amounts) or the Applicable Administrative Agent's cost of funds (in the case of Canadian Dollar-denominated amounts) and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation or (ii) in the case of Loans denominated in Dollars, the interest rate applicable to ABR Loans and in the case of Loans denominated in Canadian Dollars, the interest rate applicable to Canadian Prime Rate Loans. If such Lender pays such amount to the Applicable Administrative Agent, then such amount shall constitute such Lender's Loan included in such Borrowing.

SECTION 2.08. Interest Elections.

(a) Each Revolving Borrowing initially shall be of the Type specified in the applicable Borrowing Request and, in the case of a Eurodollar Revolving Borrowing or CDOR Rate Borrowing, shall have an initial Interest Period as specified in such Borrowing Request. Thereafter, the Borrower Representative may elect to convert such Borrowing to a different Type or to continue such Borrowing and, in the case of a Eurodollar Borrowing or CDOR Rate Borrowing, may elect Interest Periods therefor, all as provided in this Section. The Borrower Representative may elect different options with respect to different portions of the affected Borrowing, in which case each such portion shall be allocated ratably among the Lenders holding the Loans comprising such Borrowing, and the Loans comprising each such portion shall be considered a separate Borrowing. This Section shall not apply to Swingline Borrowings or Protective Advances, which may not be converted or continued.

(b) To make an election pursuant to this Section, the Borrower Representative shall notify (i) the Administrative Agent with respect to each U.S. Revolving Borrowing and (ii) the Multicurrency Administrative Agent (with a copy to the Administrative Agent), with respect to each Canadian Revolving Borrowing, in each case of such election by telephone by the time that a Borrowing Request would be required under Section 2.03 if the Borrowers were requesting a Revolving Borrowing of the Type resulting from such election to be made on the effective date of such election. Each such telephonic Interest Election Request shall be irrevocable and shall be confirmed promptly by hand delivery or facsimile to the Applicable Administrative Agent of a written Interest Election Request in a form approved by the Applicable Administrative Agent and signed by the Borrower Representative.

(c) Each telephonic and written Interest Election Request shall specify the following information in compliance with Section 2.03:

(i) the name of the applicable Borrower and the Borrowing to which such Interest Election Request applies and, if different options are being elected with respect to different portions thereof, the portions thereof to be allocated to each resulting Borrowing (in which case the information to be specified pursuant to clauses (iii) and (iv) below shall be specified for each resulting Borrowing);

(ii) the effective date of the election made pursuant to such Interest Election Request, which shall be a Business Day;

(iii) whether the resulting Borrowing is to be an ABR Borrowing, a Eurodollar Borrowing, a Canadian Prime Rate Borrowing or a CDOR Rate Borrowing; and

- (iv) if the resulting Borrowing is a Eurodollar Borrowing or CDOR Rate Borrowing, the Interest Period to be applicable thereto after giving effect to such election, which shall be a period contemplated by the definition of the term "Interest Period."

If any such Interest Election Request requests a Eurodollar Borrowing or CDOR Rate Borrowing but does not specify an Interest Period, then the applicable Borrower shall be deemed to have selected an Interest Period of one month's duration, in the case of a Eurodollar Borrowing or 30 days, in the case of a CDOR Rate Borrowing.

- (d) Promptly following receipt of an Interest Election Request, the Applicable Administrative Agent shall advise each applicable Lender of the details thereof and of such Lender's portion of each resulting Borrowing.

- (e) If the Borrower Representative fails to deliver a timely Interest Election Request with respect to a Eurodollar Borrowing prior to the end of the Interest Period applicable thereto, then, unless such Borrowing is repaid as provided herein, at the end of such Interest Period such Borrowing shall be converted to an ABR Borrowing. If the Borrower Representative fails to deliver a timely Interest Election Request with respect to a CDOR Rate Borrowing prior to the end of the Interest Period applicable thereto, then, unless such Borrowing is repaid as provided herein, at the end of such Interest Period such Borrowing shall be converted to a Canadian Prime Rate Borrowing. Notwithstanding any contrary provision hereof, if a Default has occurred and is continuing and the Administrative Agent, at the request of the Required Lenders, so notifies the Borrower Representative, then, so long as a Default is continuing (i) no outstanding Revolving Borrowing may be converted to or continued as a Eurodollar Borrowing or CDOR Rate Borrowing, (ii) unless repaid, each Eurodollar Borrowing shall be converted to an ABR Borrowing at the end of the Interest Period applicable thereto and (iii) unless repaid, each CDOR Rate Borrowing shall be converted to a Canadian Prime Rate Borrowing at the end of the Interest Period applicable thereto.

SECTION 2.09. Termination and Reduction of Commitments; Increase in Commitments.

- (a) Unless previously terminated, all Commitments shall terminate on the Maturity Date.

- (b) The Borrower Representative may at any time terminate the Commitments under the U.S. Facility and/or the Multicurrency Facility upon (i) the payment in full in cash in the applicable currencies of all outstanding Loans, together with accrued and unpaid interest thereon and on any Letters of Credit, in each case, under the applicable Facility, (ii) the cancellation and return of all outstanding Letters of Credit (or alternatively, with respect to each such Letter of Credit, the furnishing to the Administrative Agent of a cash deposit (or at the discretion of the Applicable Administrative Agent a back up standby letter of credit reasonably satisfactory to the Applicable Administrative Agent) equal to 103% of the LC Exposure as of such date in respect of all Letters of Credit under such Facility (which shall be the Dollar Amount of such LC Exposure or denominated in the currency of the applicable Letters of Credit, as determined by the applicable Issuing Banks), (iii) the payment in full of the accrued and unpaid fees owing in respect of such Facility, and (iv) the payment in full of all reimbursable expenses and other Obligations, together with accrued and unpaid interest thereon in respect of such Facility.

- (c) The Borrower Representative may from time to time reduce the Commitments under the U.S. Facility and/or the Multicurrency Facility; provided that (i) each reduction of the Commitments shall be in an amount that is an integral multiple of \$5,000,000 and not less than

\$10,000,000 and (ii) the Borrower Representative shall not reduce the Commitments under any Facility if, after giving effect to any concurrent prepayment of the Revolving Loans in accordance with Section 2.10, the Revolving Exposure Limitations would be exceeded.

(d) The Borrower Representative shall notify the Administrative Agent of any election to terminate or reduce the Commitments under any Facility under paragraph (b) or (c) of this Section at least three Business Days prior to the effective date of such termination or reduction, specifying such election and the effective date thereof. Promptly following receipt of any notice, the Administrative Agent shall advise the Lenders of the contents thereof. Each notice delivered by the Borrower Representative pursuant to this Section shall be irrevocable; provided that a notice of termination of the Commitments in full delivered by the Borrower Representative may state that such notice is conditioned upon the effectiveness of other credit facilities, in which case such notice may be revoked by the Borrower Representative (by notice to the Administrative Agent on or prior to the specified effective date) if such condition is not satisfied. Any termination or reduction of the Commitments under any Facility shall be permanent. Each partial reduction of the Commitments under any Facility shall be made ratably among the applicable Lenders in accordance with their respective Applicable Percentages.

(e) The Borrowers shall have the right to increase the Commitments under either Facility by obtaining additional U.S. Commitments or additional Multicurrency Commitments, either from one or more of the Lenders or another lending institution (it being understood that no Lender shall be under any obligation to agree to provide any increased Commitment pursuant to this Section 2.09(e)) provided that (i) any such request for an increase shall be in a minimum amount of \$25,000,000, (ii) the aggregate amount of increases in the Commitments pursuant to this clause (e) shall not exceed \$150,000,000, (iii) any consent that would be required for an assignment of a Commitment to such Lender or other lending institution in connection with an assignment to such institution shall have been obtained, such approval not to be unreasonably withheld, conditioned or delayed, (iv) any such new Lender assumes all of the rights and obligations of a "Lender" hereunder, (v) the procedures described in Section 2.09(f) have been satisfied and (vi) on a pro forma basis after giving effect to such increases in Commitments the Total Commitment then in effect (including such increases in Commitments) when aggregated with the aggregate amount of Indebtedness secured by Liens in reliance on Section 6.02(o) does not exceed the greater of (x) \$1,600,000,000 and (y) an amount that would not cause the Secured Leverage Ratio of the U.S. Borrower (calculated assuming all Commitments were fully drawn) as of the most recent date for which financial statements have been delivered pursuant to Section 5.01(a) or (b) prior to the establishment of such additional Commitments to exceed 3.25 to 1.00.

(f) Any amendment hereto for such an increase or addition shall be in form and substance reasonably satisfactory to the Administrative Agent and shall only require the written signatures of the Administrative Agent, the Multicurrency Administrative Agent, the Borrowers and each Lender being added or increasing its Commitment. As a condition precedent to such an increase, the Borrowers shall deliver to the Administrative Agent a certificate of each Loan Party signed by an authorized officer of such Loan Party certifying that the conditions set forth in clauses (i), (ii) and (vi) of paragraph (e) above are satisfied and (i) certifying and attaching the resolutions adopted by such Loan Party approving or consenting to such increase, and (ii) in the case of the Borrowers, certifying that, before and after giving effect to such increase, (A) the representations and warranties contained in Article III and the other Loan Documents are true and correct in all material respects with the same effect as though made on and as of the date of such increase (it being understood and agreed that any representation or warranty which is by its terms made as of a specified date shall be required to be true and correct in all material respects

only as of such specified date, and that any representation or warranty which is subject to any materiality qualifier shall be required to be true and correct in all respects), and (B) no Default exists.

(g) Within a reasonable time after the effective date of any increase, the Administrative Agent shall, and is hereby authorized and directed to, revise the Commitment Schedule to reflect such increase and shall distribute such revised Commitment Schedule to each of the Lenders and the Borrowers, whereupon such revised Commitment Schedule shall replace the old Commitment Schedule and become part of this Agreement. On the Business Day following any such increase, all outstanding ABR Loans and Canadian Prime Rate Loans under the applicable Facility shall be reallocated among the Lenders (including any newly added Lenders) in accordance with the Lenders' respective revised Applicable Percentages and the Lenders shall make adjustments among themselves with respect to such Loans then outstanding and amounts of principal, interest, commitment fees and other amounts paid or payable with respect thereto as shall be necessary, in the opinion of the Administrative Agent, in order to effect such reallocation. Eurodollar Loans and CDOR Rate Loans shall not be reallocated among the Lenders until the expiration of the applicable Interest Period in effect at the time of any such increase, at which time any such Eurodollar Loan or CDOR Rate Loan being continued shall be reallocated, and any such Eurodollar Loans being converted to ABR Loans or CDOR Rate Loans being converted to Canadian Prime Rate Loans shall be converted and allocated, among the applicable Lenders (including the newly added Lenders) at such time.

SECTION 2.10. Repayment of Loans; Evidence of Debt.

(a) Each Borrower hereby unconditionally promises to pay to the Applicable Administrative Agent for the account of the applicable Lenders the then unpaid principal amount of each Loan made to such Borrower on the Maturity Date (or, if earlier, in the case of Protective Advances to such Borrower, upon demand by the Applicable Administrative Agent).

(b) (i) At all times that full cash dominion is in effect pursuant to Section 7.1 of the U.S. Security Agreement, on each Business Day, the Administrative Agent shall cause all funds credited to the U.S. Collection Account on such Business Day or the immediately preceding Business Day (at the discretion of the Administrative Agent, whether or not immediately available) first to prepay any Protective Advances to the U.S. Borrower that may be outstanding, pro rata, second to prepay the Revolving Loans (including Swing Line Loans) to the U.S. Borrower and to Cash Collateralize outstanding LC Exposure in respect of Letters of Credit issued for the account of the U.S. Borrower, third, to prepay any Multicurrency Protective Advances to the Canadian Borrower, pro rata, and fourth, to prepay Multicurrency Revolving Loans to the Canadian Borrower and to Cash Collateralize outstanding LC Exposure in respect of Multicurrency Letters of Credit issued for the account of the Canadian Borrower and (ii) at all times that full cash dominion is in effect pursuant to Section 7.1 of the Canadian Security Agreement, on each Business Day, the Administrative Agent shall apply all funds credited to the Canadian Collection Account on such Business Day or the immediately preceding Business Day (at the discretion of the Administrative Agent, whether or not immediately available) first to prepay any Multicurrency Protective Advances to the Canadian Borrower that may be outstanding, pro rata, and second to prepay the Multicurrency Revolving Loans to the Canadian Borrower and to Cash Collateralize outstanding Multicurrency LC Exposure in respect of Multicurrency Letters of Credit issued for the account of the Canadian Borrower.

(c) Each Lender shall maintain in accordance with its usual practice an account or accounts evidencing the indebtedness of each Borrower to such Lender resulting from each Loan made by

such Lender to such Borrower, including the amounts of principal and interest payable and paid to such Lender from time to time hereunder.

(d) The Applicable Administrative Agent shall maintain accounts in which it shall record (i) the amount of each Loan made hereunder to each Borrower, the Class and Type thereof and the Interest Period applicable thereto, (ii) the amount of any principal or interest due and payable or to become due and payable from each Borrower to each Lender hereunder and (iii) the amount of any sum received by such Applicable Administrative Agent hereunder from each Borrower for the account of the applicable Lenders and each Lender's applicable share thereof.

(e) The entries made in the accounts maintained pursuant to paragraph (c) or (d) of this Section shall be *prima facie* evidence of the existence and amounts of the obligations recorded therein; provided that the failure of any Lender or any Applicable Administrative Agent to maintain such accounts or any error therein shall not in any manner affect the obligation of the Borrowers to repay the Loans in accordance with the terms of this Agreement.

(f) Any Lender may request that Loans made by it to any Borrower be evidenced by a promissory note. In such event, the applicable Borrower shall prepare, execute and deliver to such Lender a promissory note payable to such Lender or its registered assigns and in a form approved by the Administrative Agent. Thereafter, the Loans evidenced by such promissory note and interest thereon shall at all times (including after assignment pursuant to Section 9.04) be represented by one or more promissory notes in such form payable to the payee named therein or its registered assigns.

SECTION 2.11. Prepayment of Loans.

(a) Each Borrower shall have the right at any time and from time to time to prepay any Borrowing by such Borrower in whole or in part, subject to prior notice in accordance with paragraph (c) of this Section.

(b) In the event and on such occasion that on any Business Day the Revolving Exposure Limitations are exceeded for any reason, each Borrower shall immediately repay such of its outstanding Loans and/or Cash Collateralize such of the outstanding Letters of Credit issued for the account of such Borrower as shall be required to ensure that the Revolving Exposure Limitations would be satisfied on such date after giving effect to such prepayment and/or Cash Collateralization.

(c) The Borrower Representative shall notify the Applicable Administrative Agent (and, in the case of prepayment of a Swingline Loan, the Swingline Lender and in the case of a prepayment of Multicurrency Loans, with a copy to the Administrative Agent) by telephone (confirmed by facsimile) of any prepayment pursuant to paragraph (a) above not later than (i) 12:00 noon, Pacific time, (A) in the case of prepayment of a Eurodollar Revolving Borrowing or CDOR Rate Borrowing, three Business Days before the date of prepayment, or (B) in the case of prepayment of an ABR Revolving Borrowing or a Canadian Prime Rate Borrowing, one Business Day before the date of prepayment. Each such notice shall be irrevocable and shall specify the prepayment date and the principal amount of each Borrowing or portion thereof to be prepaid; provided that, if a notice of prepayment is given in connection with a conditional notice of termination of the Commitments as contemplated by Section 2.09, then such notice of prepayment may be revoked if such notice of termination is revoked in accordance with Section 2.09. Promptly following receipt of any such notice relating to a Revolving Borrowing, the Administrative Agent shall advise the Lenders of the contents thereof. Each partial prepayment of any Revolving Borrowing shall be in an amount that would be permitted in the case of an advance of a Revolving Borrowing of the same Class and Type as provided in

Section 2.02. Each prepayment of a Revolving Borrowing shall be applied ratably to the Revolving Loans included in the prepaid Borrowing. Prepayments shall be accompanied by accrued interest to the extent required by Section 2.13.

SECTION 2.12. Fees.

(a) The U.S. Borrower agrees to pay to the Administrative Agent for the account of each U.S. Revolving Lender a commitment fee equal to a rate per annum equal to the Commitment Fee Rate multiplied by the amount by which such Lender's U.S. Commitment on each day exceeds the sum of such Lender's U.S. Revolving Loans and U.S. LC Exposure on such day during the period from and including the Amendment Effective Date to but excluding the date on which the Lenders' U.S. Commitments terminate. The Borrowers jointly and severally agree to pay to the Multicurrency Administrative Agent for the account of each Multicurrency Revolving Lender a commitment fee at a rate per annum equal to the Commitment Fee Rate multiplied by the amount by which such Lender's Multicurrency Commitment on each day exceeds the sum of such Lender's Multicurrency Revolving Loans and Multicurrency LC Exposure on such day during the period from and including the Amendment Effective Date to but excluding the date on which the Lenders' Multicurrency Commitments terminate. Accrued commitment fees shall be payable in arrears on the first Business Day of each January, April, July and October and on the date on which the Commitments of the applicable Class terminate, commencing on April 1, 2014. All commitment fees shall be computed on the basis of a year of 360 days and shall be payable for the actual number of days elapsed.

(b) Each Borrower agrees to pay (i) to the Administrative Agent for the account of each Revolving Lender a participation fee with respect to its participations in Letters of Credit issued for the account of such Borrower, which shall accrue at the same Applicable Rate used to determine the interest rate applicable to Eurodollar Revolving Loans in the case of U.S. Letters of Credit and the interest rate applicable to CDOR Rate Loans in the case of Multicurrency Letters of Credit (or, in the case of Cash Collateralized Letters of Credit, at a rate equal to the Applicable Rate used to determine the interest rate for Eurodollar revolving Loans minus 75 basis points) on the average daily maximum amount of such Lender's LC Exposure in respect of Letters of Credit issued for such Borrower (excluding any portion thereof attributable to LC Disbursements that are not reimbursed on the date on which such LC Disbursements arise) during the period from and including the Amendment Effective Date to but excluding the later of the date on which such Lender's Commitment terminates and the date on which such Lender ceases to have any LC Exposure in respect of Letters of Credit issued for the account of such Borrower, and (ii) to each applicable Issuing Bank a fronting fee, which shall accrue at a rate separately agreed between the applicable Borrower and such Issuing Bank on the average daily amount of the LC Exposure in respect of Letters of Credit issued by such Issuing Bank for the account of such Borrower (excluding any portion thereof attributable to LC Disbursements that are not reimbursed on the date on which such LC Disbursements arise) during the period from and including the Amendment Effective Date to but excluding the later of the date of termination of the Commitments and the date on which there ceases to be any LC Exposure in respect of Letters of Credit issued by such Issuing Bank for the account of such Borrower, as well as the applicable Issuing Bank's standard fees with respect to the issuance, amendment, renewal or extension of any Letter of Credit or processing of drawings thereunder. Participation fees and fronting fees accrued through and including the last day of each calendar month shall be payable on the first Business Day of each calendar month following such last day, commencing on the first such date to occur after the Amendment Effective Date; provided that all such fees shall be payable on the date on which the Commitments of any Class terminate in full (with respect to the LC Exposure under such Commitments) and any such fees accruing after the date on which the Commitments of any Class terminate shall be payable on demand. Any other fees payable to an Issuing Bank pursuant

to this paragraph shall be payable within 10 Business Days after demand. All participation fees and fronting fees shall be computed on the basis of a year of 360 days and shall be payable for the actual number of days elapsed.

(c) Each of the Borrowers agrees to pay to each Agent, for its own account, fees payable in the amounts and at the times separately agreed upon between such Borrower and such Agent.

(d) Subject to Section 2.17, all fees payable hereunder shall be paid on the dates due in Dollars, in immediately available funds, to each Applicable Administrative Agent (or to the applicable Issuing Bank, in the case of fees payable to it) for distribution, in the case of commitment fees and participation fees, to the applicable Lenders. Fees paid shall not be refundable under any circumstances.

SECTION 2.13. Interest.

(a) The Loans comprising each ABR Borrowing (including each Swingline Loan) shall bear interest at the Alternate Base Rate plus the Applicable Rate.

(b) The Loans comprising each Eurodollar Borrowing shall bear interest at the Adjusted LIBO Rate for the Interest Period in effect for such Borrowing plus the Applicable Rate.

(c) The Loans comprising each Canadian Prime Rate Borrowing shall bear interest at the Canadian Prime Rate plus the Applicable Rate.

(d) The Loans comprising each CDOR Rate Borrowing shall bear interest at the CDOR Rate for the Interest Period in effect for such Borrowing plus the Applicable Rate.

(e) Each (i) U.S. Protective Advance and Multicurrency Protective Advance denominated in Dollars shall bear interest at the Alternate Base Rate plus the Applicable Rate and (ii) each Multicurrency Protective Advance denominated in Canadian Dollars shall bear interest at the Canadian Prime Rate plus the Applicable Rate.

(f) Notwithstanding the foregoing, during the occurrence and continuance of an Event of Default under paragraph (a), (b), (h) or (i) of Article VII, (i) all Loans shall bear interest at 2% plus the rate otherwise applicable to such Loans as provided in the preceding paragraphs of this Section or (ii) in the case of any other amount outstanding hereunder, such amount shall accrue at 2% plus the rate applicable to such fee or other obligation as provided hereunder.

(g) Accrued interest on each Loan (for ABR Loans and Canadian Prime Rate Loans, accrued through the last day of the prior calendar month) shall be payable in arrears on each Interest Payment Date for such Loan and upon termination of the Commitments of the applicable Class; provided that (i) interest accrued pursuant to paragraph (f) of this Section shall be payable on demand, (ii) in the event of any repayment or prepayment of any Loan (other than a prepayment of an ABR Revolving Loan or Canadian Prime Rate Loan prior to the end of the Availability Period), accrued interest on the principal amount repaid or prepaid shall be payable on the date of such repayment or prepayment and (iii) in the event of any conversion of any Eurodollar Loan or CDOR Rate Loan prior to the end of the current Interest Period therefor, accrued interest on such Loan shall be payable on the effective date of such conversion.

(h) All interest hereunder shall be computed on the basis of a year of 360 days, except that interest computed by reference to the Alternate Base Rate, CDOR Rate or Canadian Prime

Rate shall be computed on the basis of a year of 365 days (or 366 days in a leap year), and in each case shall be payable for the actual number of days elapsed. The applicable Alternate Base Rate, Adjusted LIBO Rate, LIBO Rate, Canadian Prime Rate or CDOR Rate shall be determined by the Applicable Administrative Agent, and such determination shall be conclusive absent manifest error.

(i) Interest Act (Canada). For purposes of disclosure pursuant to the *Interest Act* (Canada), the annual rates of interest or fees to which the rates of interest or fees provided in this Agreement and the other Loan Documents (and stated herein or therein, as applicable, to be computed on the basis of 360 days or any other period of time less than a calendar year) are equivalent are the rates so determined multiplied by the actual number of days in the applicable calendar year and divided by 360 or such other period of time, respectively.

(j) Limitation on Interest. If any provision of this Agreement or of any of the other Loan Documents would obligate any Loan Party to make any payment of interest or other amount payable to the Lenders in an amount or calculated at a rate which would be prohibited by law or would result in a receipt by the Lenders of interest at a criminal rate (as such terms are construed under the *Criminal Code* (Canada)) then, notwithstanding such provisions, such amount or rate shall be deemed to have been adjusted with retroactive effect to the maximum amount or rate of interest, as the case may be, as would not be so prohibited by law or so result in a receipt by the Lenders of interest at a criminal rate, such adjustment to be effected, to the extent necessary, as follows: (1) firstly, by reducing the amount or rate of interest required to be paid to the Lenders under this Section 2.13, and (2) thereafter, by reducing any fees, commissions, premiums and other amounts required to be paid to the Lenders which would constitute “interest” for purposes of Section 347 of the *Criminal Code* (Canada). Notwithstanding the foregoing, and after giving effect to all adjustments contemplated thereby, if the Lenders shall have received an amount in excess of the maximum permitted by that section of the *Criminal Code* (Canada), the Loan Parties shall be entitled, by notice in writing to the Administrative Agent, to obtain reimbursement from the Lenders in an amount equal to such excess and, pending such reimbursement, such amount shall be deemed to be an amount payable by the Lenders to the Borrowers. Any amount or rate of interest referred to in this Section 2.13(j) shall be determined in accordance with generally accepted actuarial practices and principles as an effective annual rate of interest over the term that the applicable Loan remains outstanding on the assumption that any charges, fees or expenses that fall within the meaning of “interest” (as defined in the *Criminal Code* (Canada)) shall, if they relate to a specific period of time, be pro-rated over that period of time and otherwise be pro-rated over the period from the Amendment Effective Date to the Maturity Date and, in the event of a dispute, a certificate of a Fellow of the Canadian Institute of Actuaries appointed by the Administrative Agent shall be conclusive for the purposes of such determination.

SECTION 2.14. Alternate Rate of Interest. If prior to the commencement of any Interest Period for a Eurodollar Borrowing or CDOR Rate Borrowing:

(a) the Applicable Administrative Agent determines (which determination shall be conclusive absent manifest error) that adequate and reasonable means do not exist for ascertaining (including, without limitation, by means of an Interpolated Rate) the Adjusted LIBO Rate, the LIBO Rate or the CDOR Rate, as applicable, for such Interest Period; or

(b) the Administrative Agent is advised by the Required Lenders that the Adjusted LIBO Rate, the LIBO Rate or the CDOR Rate, as applicable, for such Interest Period will not adequately and fairly reflect the cost to such Lenders (or Lender) of making or maintaining their Loans (or its Loan) included in such Borrowing for such Interest Period;

then the Administrative Agent shall give notice thereof to the Borrower Representative and the Lenders by telephone or facsimile as promptly as practicable thereafter and, until the Administrative Agent notifies the Borrower Representative and the Lenders that the circumstances giving rise to such notice no longer exist, (i) any Interest Election Request that requests the conversion of any Revolving Borrowing to, or continuation of any Revolving Borrowing as, a Eurodollar Borrowing or CDOR Rate Borrowing, as applicable, shall be ineffective, and (ii) if any Borrowing Request requests a Eurodollar Borrowing or CDOR Rate Borrowing, such Borrowing shall be made as an ABR Borrowing or Canadian Prime Rate Borrowing, as applicable.

SECTION 2.15. Increased Costs.

(a) If (x) any Change in Law shall:

- (i) impose, modify or deem applicable any reserve, special deposit or similar requirement against assets of, deposits with or for the account of, or credit extended by, any Lender (except any such reserve requirement reflected in the Adjusted LIBO Rate) or any Issuing Bank;
 - (ii) impose on any Lender or any Issuing Bank or the London interbank market any other condition affecting this Agreement or Eurodollar Loans made by such Lender or any Letter of Credit or participation therein; or
 - (iii) subject any Lender or Issuing Bank to any Taxes on its loans, loan principal, letters of credit, commitments, or other obligations, or its deposits, reserves, other liabilities or capital attributable thereto other than (A) Indemnified Taxes, (B) Other Taxes, (C) Excluded Taxes and (D) Other Excluded Taxes;
- or (y) there shall be (A) the addition of any new Borrower located outside of the United States or Canada, (B) the re-domestication or other reorganization of any existing Borrower to a jurisdiction located outside of the United States or Canada, or (C) the occurrence of any Change in Law related to any Borrower located outside of the United States or Canada;

and the result of any of the foregoing shall be to increase the cost to such Lender or Issuing Bank of making or maintaining any Eurodollar Loan or CDOR Rate Loan (or of maintaining its obligation to make any such Eurodollar Loan or CDOR Rate Loan, as applicable) or to increase the cost to such Lender or Issuing Bank participating in, issuing or maintaining any Letter of Credit or to reduce the amount of any sum received or receivable by such Lender or Issuing Bank (whether of principal, interest or otherwise), then the Borrower to which such Loan was made or for whose account such Letter of Credit was issued (or, if such increased cost does not relate to a specific Loan or Letter of Credit, the U.S. Borrower) will pay to such Lender or Issuing Bank, as the case may be, such additional amount or amounts, as interest, as will compensate such Lender or Issuing Bank, as the case may be, for such additional costs incurred or reduction suffered.

(b) If any Lender or any Issuing Bank determines that any Change in Law regarding capital or liquidity requirements has or would have the effect of reducing the rate of return on such Lender's or the Issuing Bank's capital or on the capital of such Lender's or such Issuing Bank's holding company, if any, as a consequence of this Agreement or the Loans made by, or participations in Letters of Credit held by, such Lender, or the Letters of Credit issued by such Issuing Bank, to a level below that which such Lender or such Issuing Bank or such Lender's or such Issuing Bank's holding company could have achieved but for such Change in Law (taking into consideration such Lender's or such Issuing

Bank's policies and the policies of such Lender's or such Issuing Bank's holding company with respect to capital adequacy), then from time to time the Borrower to which such Loan was made or for whose account such Letter of Credit was issued (or, if such reduction in return does not relate to a specific Loan or Letter of Credit, the U.S. Borrower) will pay to such Lender or such Issuing Bank, as the case may be, such additional amount or amounts, as interest, as will compensate such Lender or such Issuing Bank or such Lender's or such Issuing Bank's holding company for any such reduction suffered.

(c) A certificate of a Lender or an Issuing Bank setting forth the amount or amounts necessary to compensate such Lender or such Issuing Bank or its holding company, as the case may be, as specified in paragraph (a) or (b) of this Section shall be delivered to the Borrower Representative and shall be conclusive absent manifest error. The applicable Borrower shall pay such Lender or such Issuing Bank, as the case may be, the amount shown as due on any such certificate within 10 Business Days after receipt thereof.

(d) Failure or delay on the part of any Lender or any Issuing Bank to demand compensation pursuant to this Section shall not constitute a waiver of such Lender's or such Issuing Bank's right to demand such compensation; provided that no Borrower shall be required to compensate a Lender or an Issuing Bank pursuant to this Section for any increased costs or reductions incurred more than 180 days prior to the date that such Lender or such Issuing Bank, as the case may be, notifies the Borrower Representative of the Change in Law giving rise to such increased costs or reductions and of such Lender's or such Issuing Bank's intention to claim compensation therefor; provided further that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the 180-day period referred to above shall be extended to include the period of retroactive effect thereof.

(e) If any Lender reasonably determines that (i) the addition of any new Borrower located outside of the United States or Canada, (ii) the re-domestication or other reorganization of any existing Borrower to a jurisdiction located outside of the United States or Canada, or (iii) the occurrence of any Change in Law related to any Borrower located outside of the United States or Canada, has made it unlawful, or that any Governmental Authority has asserted after the Amendment Effective Date that it is unlawful, for any Lender or its applicable lending office to make or maintain any Loans to or conduct business with the applicable Borrower, then, on notice thereof by such Lender to the Borrower Representative through the Administrative Agent, any obligations of such Lender to make or continue to make Loans to such Borrower or to convert any Loans to such Borrower from one Type to another, shall be suspended until such lender notifies the Borrower Representative through the Administrative Agent that the circumstances giving rise to such determination no longer exist. Upon receipt of such notice, the Borrower Representative shall upon demand from such Lender (with a copy to the Administrative Agent), either (i) convert all of such Lender's Loans to such Borrower to a Type of Loans that may lawfully be held, if such Lender may lawfully continue to maintain such Loans of such Borrower in another Type, (ii) prepay such Loans to such Borrower in the manner provided for in Section 2.11, if such Lender may not lawfully continue to maintain any such Loans of any Type but may continue to do business with such Borrower, or (iii) prepay such Loans to such Borrower in the manner provided for in Section 2.11 and terminate the Commitments of such Lender in the manner provided for in Section 2.09, if such Lender may not lawfully continue to do business with such Borrower. Upon any such conversion, prepayment or termination, the Borrower Representative shall also pay accrued interest on the amount so prepaid or converted.

SECTION 2.16. Break Funding Payments. In the event of (a) the payment of any principal of any Eurodollar Loan or CDOR Rate Loan other than on the last day of an Interest Period applicable thereto (including as a result of an Event of Default), (b) the

conversion of any Eurodollar Loan or CDOR Rate Loan other than on the last day of the Interest Period applicable thereto, (c) the failure to borrow, convert, continue or prepay any Eurodollar Loan or CDOR Rate Loan on the date specified in any notice delivered pursuant hereto (regardless of whether such notice may be revoked under Section 2.09(d) and is revoked in accordance therewith), or (d) the assignment of any Eurodollar Loan or CDOR Rate Loan other than on the last day of the Interest Period applicable thereto as a result of a request by the Borrower Representative pursuant to Section 2.19, then, in any such event, the Borrower to which such Loan was made or was to be made shall compensate each Lender, in the case of any such payment by the Canadian Borrower, as a prepayment penalty or bonus (in the case of a payment pursuant to paragraph (a) or (b)), for the loss, cost and expense attributable to such event. In the case of a Eurodollar Loan or CDOR Rate Loan, such loss, cost or expense to any Lender shall be deemed to include an amount determined by such Lender to be the excess, if any, of (i) the amount of interest which would have accrued on the principal amount of such Eurodollar Loan or CDOR Rate Loan had such event not occurred, at the Adjusted LIBO Rate or CDOR Rate, as applicable, that would have been applicable to such Loan, for the period from the date of such event to the last day of the then current Interest Period therefor (or, in the case of a failure to borrow, convert or continue, for the period that would have been the Interest Period for such Eurodollar Loan or CDOR Rate Loan), over (ii) the amount of interest which would accrue on such principal amount for such period at the interest rate which such Lender would bid were it to bid, at the commencement of such period, for dollar deposits of a comparable amount and period from other banks in the eurodollar market or Canadian Dollar deposits of a comparable amount and period from other banks in the CDOR Rate market, as applicable. A certificate of any Lender setting forth any amount or amounts that such Lender is entitled to receive pursuant to this Section shall be delivered to the Borrower Representative and shall be conclusive absent manifest error. The applicable Borrower shall pay such Lender the amount shown as due on any such certificate within 10 Business Days after receipt thereof.

SECTION 2.17. Taxes.

(a) Withholding of Taxes; Gross-Up. Each payment by any Loan Party under any Loan Document shall be made without withholding for any Taxes, unless such withholding is required by any law or applicable practice of any Taxing Authority. If any applicable withholding agent determines, in its sole discretion exercised in good faith, that it is so required to withhold Taxes, then such withholding agent may so withhold and shall timely pay the full amount of withheld Taxes to the relevant Taxing Authority in accordance with applicable law. If any such Taxes are Indemnified Taxes, then the amount payable by the applicable Loan Party shall be increased as necessary so that, net of such withholding (including any such withholding applicable to additional amounts payable under this Section 2.17), the Applicable Administrative Agent or applicable Lender (or, in the case of a payment secured by an Applicable Administrative Agent for its own account, the Applicable Administrative Agent) receives the amount it would have received had no such withholding been made.

(b) Payment of Other Taxes by the Borrowers. The Borrowers shall timely pay any Other Taxes with respect to any Loans or any Loan Documents to the relevant Taxing Authority in accordance with applicable law; provided that the Canadian Borrower shall not be required to pay any Other Taxes attributable to the U.S. Facility.

(c) Evidence of Payments. As soon as practicable after any payment of Indemnified Taxes by the Borrowers to a Taxing Authority, the Borrower Representative shall deliver to the Applicable

Administrative Agent the original or a certified copy of a receipt issued by such Taxing Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Applicable Administrative Agent.

(d) **Indemnification by the Borrowers.** The U.S. Borrower shall indemnify each Administrative Agent and each Lender for any Indemnified Taxes with respect to any Loans that are paid or payable by such Administrative Agent or Lender (including with respect to any amounts paid or payable under this Section 2.17(d)), and any reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. The Canadian Borrower shall indemnify each Administrative Agent and each Lender for any Indemnified Taxes with respect to the Multicurrency Loans that are paid or payable by such Administrative Agent or Lender (including with respect to any amounts paid or payable under this Section 2.17(d)), and any reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. For the avoidance of doubt, the Canadian Borrower shall not be required to indemnify for any Indemnified Taxes (or related expenses) attributable to the U.S. Facility. The indemnity under this Section 2.17(d) shall be paid within 10 Business Days after the indemnitee delivers to the Borrower Representative a certificate stating the amount of any Indemnified Taxes so paid or payable by such indemnitee and describing the basis for the indemnification claim in reasonable detail. Such certificate shall be conclusive of the amount so paid or payable absent manifest error. Such indemnitee shall deliver a copy of such certificate to the Applicable Administrative Agent.

(e) **Indemnification by the Lenders.** Each Lender shall severally indemnify the Applicable Administrative Agent for any Taxes (but, in the case of any Indemnified Taxes, only to the extent that the Loan Parties have not already indemnified such Administrative Agent for such Indemnified Taxes and without limiting the obligation of the Loan Parties to do so) attributable to such Lender that are paid or payable by such Administrative Agent in connection with any Loan Document, and any reasonable expenses arising therefrom or with respect thereto, whether or not such Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. The indemnity under this Section 2.17(e) shall be paid within 10 days after the Applicable Administrative Agent delivers to the applicable Lender a certificate stating the amount of Taxes so paid or payable by such Administrative Agent. Such certificate shall be conclusive of the amount so paid or payable absent manifest error. Each Lender hereby authorizes the Administrative Agent to setoff and apply any amounts due and owing to such Lender under any Loan Document against any amount due the Administrative Agent under this Section 2.17(e).

(f) **Status of Lenders.** Any Lender that is entitled to an exemption from, or reduction of, any applicable withholding Tax with respect to any payments under this Agreement shall deliver to the Borrower Representative and the Applicable Administrative Agent, at the time or times reasonably requested by the Borrower Representative or such Administrative Agent, such properly completed and executed documentation reasonably requested by the Borrower Representative or such Administrative Agent as will permit such payments to be made without, or at a reduced rate of, withholding. In addition, any Lender, if requested by the Borrower Representative or the Applicable Administrative Agent, shall deliver such other documentation prescribed by law or reasonably requested by the Borrower Representative or such Administrative Agent as will enable the Borrower Representative or such Administrative Agent to determine whether or not such Lender is subject to any withholding (including backup withholding) or information reporting requirements. Notwithstanding anything to the contrary in the preceding two sentences, the completion, execution and submission of such documentation (other than such documentation set forth in Section 2.17(f)(i)(A) through (E) below) shall not be required if in the

Lender's judgment such completion, execution or submission would subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender. Upon the reasonable request of the Borrower Representative or the Applicable Administrative Agent, any Lender shall update any form or certification previously delivered pursuant to this Section 2.17(f). If any form or certification previously delivered pursuant to this Section 2.17(f) expires or becomes obsolete or inaccurate in any respect with respect to a Lender, such Lender shall promptly (and in any event within 10 days after such expiration, obsolescence or inaccuracy) notify the Borrower Representative and the Applicable Administrative Agent in writing of such expiration, obsolescence or inaccuracy and provide an updated form or certification if it is legally eligible to do so.

(i) Without limiting the generality of the foregoing, any Lender with respect to the U.S. Borrower shall, if it is legally eligible to do so, deliver to the Borrower Representative and the Administrative Agent (in such number of copies reasonably requested by the Borrower Representative and the Administrative Agent) on or prior to the date on which such Lender becomes a party hereto, duly completed and executed copies of whichever of the following is applicable:

(A) in the case of a Lender that is a U.S. Person, IRS Form W-9 certifying that such Lender is exempt from U.S. federal backup withholding tax;

(B) in the case of a Non-U.S. Lender claiming the benefits of an income tax treaty to which the United States is a party (1) with respect to payments of interest under this Agreement, IRS Form W-8BEN establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the “interest” article of such tax treaty and (2) with respect to any other applicable payments under this Agreement, IRS Form W-8BEN establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the “business profits” or “other income” article of such tax treaty;

(C) in the case of a Non-U.S. Lender for whom payments under this Agreement constitute income that is effectively connected with such Lender's conduct of a trade or business in the United States, IRS Form W-8ECI;

(D) in the case of a Non-U.S. Lender claiming the benefits of the exemption for portfolio interest under Section 881(c) of the Code both (1) IRS Form W-8BEN and (2) a tax certificate substantially in the form of Exhibit F-1 to the effect that such Lender is not (a) a “bank” within the meaning of Section 881(c)(3)(A) of the Code, (b) a “10 percent shareholder” of such Borrower within the meaning of Section 881(c)(3)(B) of the Code or (c) a “controlled foreign corporation” described in Section 881(c)(3)(C) of the Code;

(E) in the case of a Non-U.S. Lender that is not the beneficial owner of payments made under this Agreement (including a partnership or a participating Lender) (1) an IRS Form W-8IMY on behalf of itself and (2) the relevant forms prescribed in clauses (A), (B), (C), (D) and (F) of this paragraph (f)(ii) that would be required of each such beneficial owner or partner of such partnership if such beneficial owner or partner were a Lender; provided, however, that if the Lender is a partnership and one or more of its partners are claiming the exemption for portfolio interest under Section 881(c) of the Code, such Lender may provide a tax certificate substantially in the form of Exhibit F-2 on behalf of such partners; or

(F) any other form prescribed by law as a basis for claiming exemption from, or a reduction of, U.S. federal withholding Tax together with such supplementary documentation

necessary to enable the Borrower Representative or the Administrative Agent to determine the amount of Tax (if any) required by law to be withheld.

(ii) If a payment made to a Lender under this Agreement would be subject to U.S. federal withholding Tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Lender shall deliver to the applicable withholding agent, at the time or times prescribed by law and at such time or times reasonably requested by such withholding agent, such documentation prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by such withholding agent as may be necessary for such withholding agent to comply with its obligations under FATCA, to determine whether such Lender has complied with such Lender's obligations under FATCA and to determine the amount, if any, to deduct and withhold from such payment. Solely for purposes of this Section 2.17(f)(ii), "FATCA" shall include any amendments made to FATCA after the date of this Agreement.

(iii) Without limiting the generality of the foregoing, a Lender with respect to a Canadian Loan Party shall, if it is legally eligible to do so, deliver to the Borrower Representative and the Multicurrency Administrative Agent (in such number of copies reasonably requested by the Borrower Representative and the Multicurrency Administrative Agent) on or prior to the date on which such Lender becomes a party hereto or, where the Canadian Loan Party is a Guarantor, the date when the Guarantee is called upon, duly completed and executed copies of Form NR301, NR302 or NR303 (whichever is applicable) to the extent the Lender is for purposes of the ITA a non-resident of Canada, or a partnership that is not a "Canadian partnership", and is, or whose partners are, claiming benefits of an income tax treaty to which Canada is a party.

(g) Treatment of Certain Refunds. If any party determines, in its sole discretion exercised in good faith, that it has received a refund (or applied as an offset against other Taxes payable) of any Taxes as to which it has been indemnified pursuant to this Section 2.17 (including additional amounts paid pursuant to this Section 2.17), it shall pay to the indemnifying party an amount equal to such refund (but only to the extent of indemnity payments made under this Section with respect to the Taxes giving rise to such refund), net of all out-of-pocket expenses (including any Taxes) of such indemnified party and without interest (other than any interest paid by the relevant Taxing Authority with respect to such refund). Such indemnifying party, upon the request of such indemnified party, shall repay to such indemnified party the amount paid to such indemnified party pursuant to the previous sentence (plus any penalties, interest or other charges imposed by the relevant Taxing Authority) in the event such indemnified party is required to repay such refund to such Taxing Authority. Notwithstanding anything to the contrary in this Section 2.17(g), in no event will any indemnified party be required to pay any amount to any indemnifying party pursuant to this Section 2.17(g) to the extent that such payment would place such indemnified party in a less favorable position (on a net after-Tax basis) than such indemnified party would have been in if the indemnification payments or additional amounts giving rise to such refund had never been paid. This Section 2.17(g) shall not be construed to require any indemnified party to make available its Tax returns (or any other information relating to its Taxes which it deems confidential) to the indemnifying party or any other Person.

(h) Issuing Bank. For purposes of this Section 2.17, the term "Lender" includes any Issuing Bank.

(i) Survival. The agreements in this Section 2.17 shall survive the resignation and/or replacement of the Applicable Administrative Agent, any assignment of rights by, or the replacement of, a Lender, the termination of the Commitments and the repayment, satisfaction or discharge of all obligations.

SECTION 2.18. Payments Generally; Allocation of Proceeds; Sharing of Setoffs.

(a) Each Borrower shall make each payment required to be made by it hereunder (whether of principal, interest, fees or reimbursement of LC Disbursements, or of amounts payable under Section 2.15, 2.16 or 2.17, or otherwise) prior to 1:00 p.m., Pacific time, on the date when due, in immediately available funds, without setoff or counterclaim. Any amounts received after such time on any date may, in the discretion of the Administrative Agent, be deemed to have been received on the next succeeding Business Day for purposes of calculating interest thereon. All such payments shall be made to the Administrative Agent at its offices at 10 South Dearborn Street, 22nd Floor, Chicago, Illinois, except (i) payments to be made directly to an Issuing Bank or the Swingline Lender as expressly provided herein and except that payments pursuant to Sections 2.15, 2.16, 2.17 and 9.03 shall be made directly to the Persons entitled thereto and (ii) payments of Multicurrency Loans and Canadian LC Disbursements or commitment fees and fronting fees that are payable to any Multicurrency Issuing Bank or Multicurrency Revolving Lender, shall be made to the Multicurrency Administrative Agent at its offices at 200 Bay Street, Royal Bank Plaza, Floor 18, Toronto M57 2J2 Canada. The Applicable Administrative Agent shall distribute any such payments received by it for the account of any other Person to the appropriate recipient promptly following receipt thereof. If any payment hereunder shall be due on a day that is not a Business Day, the date for payment shall be extended to the next succeeding Business Day, and, in the case of any payment accruing interest, interest thereon shall be payable for the period of such extension. All payments hereunder shall be made in Dollars except (i) as otherwise expressly provided herein and (ii) that all payments in respect of Canadian Dollar denominated Loans (including interest thereon) shall be made in Canadian Dollars.

(b) Any proceeds of U.S. Collateral received by the Administrative Agent (i) not constituting either (A) a specific payment of principal, interest, fees or other sum payable under the Loan Documents (which shall be applied as specified by the Borrower Representative), (B) a mandatory prepayment (which shall be applied in accordance with Section 2.11) or (C) amounts to be applied from a Collection Account when full cash dominion is in effect (which shall be applied in accordance with Section 2.10(b)) or (ii) after an Event of Default has occurred and is continuing and the Administrative Agent so elects or the Required Lenders so direct, such funds shall be applied ratably first, to pay any fees, indemnities, or expense reimbursements including amounts then due to the Administrative Agent, the Multicurrency Administrative Agent and each Issuing Bank from the U.S. Borrower (other than in connection with Banking Services or Swap Obligations or the U.S. Borrower's Canadian Loan Guaranty), second, to pay any fees or expense reimbursements then due to the Lenders from the U.S. Borrower (other than in connection with Banking Services or Swap Obligations or the U.S. Borrower's Canadian Loan Guaranty), including fees payable by the U.S. Borrower pursuant to Section 2.12, third, to pay interest due in respect of the Protective Advances to the U.S. Borrower, fourth, to pay the principal of all Protective Advances to the U.S. Borrower, fifth, to pay interest then due and payable on all Loans (other than the Protective Advances) to the U.S. Borrower ratably, sixth, to prepay principal on the Loans (other than the Protective Advances) to the U.S. Borrower and unreimbursed LC Disbursements in respect of Letters of Credit issued for the account of the U.S. Borrower ratably, seventh, to pay an amount to the Administrative Agent equal to one hundred three percent (103%) of the aggregate undrawn face amount of all outstanding Letters of Credit issued for the account of the U.S. Borrower and the aggregate amount

of any related unpaid LC Disbursements, to be held as Cash Collateral for such U.S. Obligations, eighth, to pay any fees, indemnities, or expense reimbursements including amounts then due to the Administrative Agent, the Multicurrency Administrative Agent and each Issuing Bank from the Canadian Borrower (other than in connection with Banking Services or Swap Obligations), ninth, to pay any fees or expense reimbursements then due to the Lenders from the Canadian Borrower (other than in connection with Banking Services or Swap Obligations), including fees payable by the Canadian Borrower pursuant to Section 2.12, tenth, to pay interest due in respect of the Protective Advances to the Canadian Borrower, eleventh, to pay the principal of all Protective Advances to the Canadian Borrower, twelfth, to pay interest then due and payable on all Loans (other than the Protective Advances) to the Canadian Borrower ratably, thirteenth, to prepay principal on the Loans (other than the Protective Advances) to the Canadian Borrower and unreimbursed LC Disbursements in respect of Letters of Credit issued for the account of the Canadian Borrower ratably, fourteenth, to pay an amount to the Administrative Agent equal to one hundred three percent (103%) of the aggregate undrawn face amount of all outstanding Letters of Credit issued for the account of the Canadian Borrower and the aggregate amount of any related unpaid LC Disbursements, to be held as Cash Collateral for such Canadian Obligations, fifteenth, to payment of any amounts owing with respect to Banking Services and Swap Obligations of the U.S. Loan Parties and LSIFCS (other than pursuant to the Canadian Guaranty) up to and including the amount most recently provided to the Administrative Agent pursuant to Section 2.22, sixteenth, to payment of any amounts owing with respect to Banking Services and Swap Obligations of the Canadian Loan Parties up to and including the amount most recently provided to the Administrative Agent pursuant to Section 2.22, seventeenth, to the payment of any other U.S. Secured Obligation due to the Administrative Agent, Multicurrency Administrative Agent, any Issuing Bank or any Lender (other than pursuant to the Canadian Loan Guaranty) and eighteenth, to the payment of any other Canadian Secured Obligations due to the Administrative Agent, Multicurrency Administrative Agent, any Issuing Bank or any Lender. Any proceeds of Canadian Collateral received by the Administrative Agent or Multicurrency Administrative Agent (i) not constituting either (A) a specific payment of principal, interest, fees or other sum payable under the Loan Documents (which shall be applied as specified by the Borrower Representative), (B) a mandatory prepayment (which shall be applied in accordance with Section 2.11) or (C) amounts to be applied from a Collection Account when full cash dominion is in effect (which shall be applied in accordance with Section 2.10(b)) or (ii) after an Event of Default has occurred and is continuing and the Administrative Agent so elects or the Required Lenders so direct, shall be applied ratably in the order specified in clauses eight through fourteenth, sixteenth and eighteenth above; provided that no amounts received from any Guarantor shall be applied to Excluded Swap Obligations of such Guarantor. Notwithstanding anything to the contrary contained in this Agreement, unless so directed by the Borrower Representative, or unless a Default is in existence, neither the Administrative Agent nor any Lender shall apply any payment which it receives to any Eurodollar Loan or CDOR Rate Loan of a Class, except (a) on the expiration date of the Interest Period applicable thereto or (b) in the event, and only to the extent, that there are no outstanding ABR Loans or Canadian Prime Rate Loans, as applicable, of the same Class and, in any such event, the applicable Borrower shall pay the break funding payment required in accordance with Section 2.16. The Administrative Agent and the Lenders shall have the continuing and exclusive right to apply and reverse and reapply any and all such proceeds and payments to any portion of the Secured Obligations.

(c) At the election of the Administrative Agent, to the extent any such amount is not paid by the applicable Borrower when due (after taking into account all applicable grace periods), all payments of principal, interest, LC Disbursements, fees, premiums, reimbursable expenses (including, without limitation, all reimbursement for fees and expenses pursuant to Section 9.03), and other sums payable under the Loan Documents by any Borrower, may be paid from the proceeds of Borrowings of such Borrower made hereunder whether made following a request by the Borrower Representative

pursuant to Section 2.03 or a deemed request as provided in this Section or may be deducted from any deposit account of such Borrower maintained with or under the control of the Administrative Agent. Each Borrower hereby irrevocably authorizes (i) the Administrative Agent to make a Borrowing for the purpose of paying each payment of principal, interest and fees due from such Borrower as it becomes due hereunder or any other amount due under the Loan Documents and agrees that all such amounts charged shall constitute Loans (including Swingline Loans, but such a Borrowing may only constitute a Protective Advance if it is to reimburse costs, fees and expenses as described in Section 9.03) to such Borrower and that all such Borrowings shall be deemed to have been requested pursuant to Sections 2.03, 2.04 or 2.05, as applicable, and (ii) the Administrative Agent to charge any deposit account of such Borrower maintained with, or subject to the control of, the Administrative Agent for each payment of principal, interest and fees due from such Borrower as it becomes due hereunder or any other amount due under the Loan Documents.

(d) If, except as otherwise expressly provided herein, any Lender shall, by exercising any right of setoff or counterclaim or otherwise, obtain payment in respect of any principal of or interest on any of its Loans or participations in LC Disbursements resulting in such Lender receiving payment of a greater proportion of the aggregate amount of its Loans and participations in LC Disbursements and accrued interest thereon than such Lender would have received had such amounts been applied in accordance with paragraph (a) above, then the Lender receiving such greater proportion shall purchase (for cash at face value) participations in the Loans and participations in LC Disbursements of other Lenders to the extent necessary so that the benefit of all such payments shall be provided to the Lenders that would have been entitled to such payments pursuant to paragraph (a) above; provided that (i) if any such participations are purchased and all or any portion of the payment giving rise thereto is recovered, such participations shall be rescinded and the purchase price restored to the extent of such recovery, without interest, and (ii) the provisions of this paragraph shall not be construed to apply to any payment made by a Borrower pursuant to and in accordance with the express terms of this Agreement or any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Loans or participations in LC Disbursements to any assignee or participant, other than to a Borrower or any Subsidiary or Affiliate thereof (as to which the provisions of this paragraph shall apply). Each Borrower consents to the foregoing and agrees, to the extent it may effectively do so under applicable law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against such Borrower rights of setoff and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of such Borrower in the amount of such participation.

(e) Unless the Administrative Agent shall have received notice from the Borrower Representative prior to the date on which any payment is due to the Administrative Agent for the account of the Lenders or an Issuing Bank hereunder that the Borrowers will not make such payment, the Administrative Agent may assume that the Borrowers have made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute to the Lenders or the applicable Issuing Bank, as the case may be, the amount due. In such event, if the Borrowers have not in fact made such payment, then each of the Lenders or the applicable Issuing Bank, as the case may be, severally agrees to repay to the Administrative Agent forthwith on demand the amount so distributed to such Lender or Issuing Bank with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Administrative Agent, at the greater of either (i) the Federal Funds Effective Rate (in the case of Dollar-denominated amounts) and the Administrative Agent's cost of funds (in case of Canadian Dollar-denominated amounts) and (ii) a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation.

(f) If any Lender shall fail to make any payment required to be made by it hereunder, then the Administrative Agent may, in its discretion (notwithstanding any contrary provision hereof), (i) apply any amounts thereafter received by the Administrative Agent for the account of such Lender to satisfy such Lender's obligations hereunder until all such unsatisfied obligations are fully paid and/or (ii) hold any such amounts in a segregated account as cash collateral for, and application to, any future funding obligations of such Lender hereunder; application of amounts pursuant to clauses (i) and (ii) above shall be made in such order as may be determined by the Administrative Agent in its discretion.

SECTION 2.19. Mitigation Obligations; Replacement of Lenders.

(a) If any Lender requests compensation under Section 2.15, or if the Borrowers are required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 2.17, then such Lender shall use reasonable efforts to designate a different lending office for funding or booking its Loans hereunder or to assign its rights and obligations hereunder to another of its offices, branches or affiliates, if, in the judgment of such Lender, such designation or assignment (i) would eliminate or reduce amounts payable pursuant to Section 2.15 or 2.17, as the case may be, in the future and (ii) would not subject such Lender to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender. The Borrowers hereby agree to pay all reasonable costs and expenses incurred by any Lender in connection with any such designation or assignment (but in the case of the Canadian Borrower, only to the extent relating to the Multicurrency Commitments and the extensions of credit to the Canadian Borrower thereunder).

(b) If any Lender requests compensation under Section 2.15, or if the Borrowers are required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 2.17, or if any Lender becomes a Defaulting Lender, then the Borrowers may, at their sole expense and effort, upon notice to such Lender and the Administrative Agent, require such Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in Section 9.04), all its interests, rights and obligations under this Agreement to an assignee that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment); provided that (i) the Borrowers shall have received the prior written consent of the Administrative Agent, each applicable Issuing Bank and, in the case of the U.S. Facility, the Swingline Lender, which consent shall not unreasonably be withheld, conditioned or delayed, (ii) such Lender shall have received payment of an amount equal to the outstanding principal of its Loans and funded participations in LC Disbursements and Swingline Loans, accrued interest thereon, accrued fees and all other amounts payable to it hereunder, from the assignee (to the extent of such outstanding principal and accrued interest and fees) or the applicable Borrower(s) (in the case of all other amounts) and (iii) in the case of any such assignment resulting from a claim for compensation under Section 2.15 or payments required to be made pursuant to Section 2.17, such assignment will result in a reduction in such compensation or payments. A Lender shall not be required to make any such assignment and delegation if, prior thereto, as a result of a waiver by such Lender or otherwise, the circumstances entitling the Borrowers to require such assignment and delegation cease to apply.

SECTION 2.20. Defaulting Lenders. Notwithstanding any provision of this Agreement to the contrary, if any Lender becomes a Defaulting Lender, then the following provisions shall apply for so long as such Lender is a Defaulting Lender:

(a) fees shall cease to accrue on the unfunded portion of the Commitments of such Defaulting Lender pursuant to Section 2.12(a);

(b) such Defaulting Lender shall not have the right to vote on any issue on which voting is required (other than to the extent expressly provided in Section 9.02(b)) and the Commitment and Revolving Exposure of such Defaulting Lender shall not be included in determining whether the Required Lenders or the Supermajority Revolving Lenders have taken or may take any action hereunder;

(c) if any Swingline Exposure or LC Exposure exists at the time a Lender becomes a Defaulting Lender then:

(i) all or any part of the Swingline Exposure and LC Exposure of such Defaulting Lender shall be reallocated among the non-Defaulting Lenders of the applicable Class in accordance with their respective Applicable Percentages but only to the extent (x) the sum of all non-Defaulting Lenders' Revolving Exposures under such Class of Commitments plus such Defaulting Lender's Swingline Exposure and LC Exposure under such Class of Commitments does not exceed the total of all non-Defaulting Lenders' Commitments of such Class, (y) no non-Defaulting Lender's Revolving Exposure under such Class of Commitments is increased above such Lender's Commitment of such Class as a result thereof and (z) no Event of Default has then occurred and is continuing;

(ii) if the reallocation described in clause (i) above cannot, or can only partially, be effected, the applicable Borrower shall within one Business Day following notice by the Administrative Agent (x) first, in the case of the U.S. Borrower, prepay such Swingline Exposure and (y) second, Cash Collateralize, for the benefit of the applicable Issuing Bank, such Borrowers' obligations corresponding to such Defaulting Lender's LC Exposure under the applicable Class of Commitments (after giving effect to any partial reallocation pursuant to clause (i) above) in accordance with the procedures set forth in Section 2.06(j) for so long as such LC Exposure is outstanding;

(iii) if a Borrower Cash Collateralizes any portion of such Defaulting Lender's LC Exposure pursuant to clause (ii) above, such Borrower shall not be required to pay any fees to such Defaulting Lender pursuant to Section 2.12(b) with respect to such Defaulting Lender's LC Exposure during the period such Defaulting Lender's LC Exposure is Cash Collateralized;

(iv) if the LC Exposure of the non-Defaulting Lenders is reallocated pursuant to clause (i) above, then the fees payable to the Lenders pursuant to Sections 2.12(a) and 2.12(b) shall be adjusted in accordance with such non-Defaulting Lenders' Applicable Percentages; and

(v) if all or any portion of such Defaulting Lender's LC Exposure is neither reallocated nor Cash Collateralized pursuant to clause (i) or (ii) above, then, without prejudice to any rights or remedies of any Issuing Bank or any Lender hereunder, all letter of credit fees payable under Section 2.12(b) with respect to such Defaulting Lender's LC Exposure shall be payable to the applicable Issuing Bank until such LC Exposure is reallocated and/or Cash Collateralized; and

(d) so long as such Lender is a Defaulting Lender, the applicable Issuing Bank under the applicable Facility shall not be required to issue, amend or increase any Letter of Credit, unless it is satisfied that the related exposure will be 100% covered by the Commitments of the non-Defaulting Lenders and/or Cash Collateral will be provided by the applicable Borrower(s) in accordance with Section 2.20(c), and participating interests in any such newly made Swingline Loan or newly issued or increased

Letter of Credit shall be allocated among non-Defaulting Lenders in a manner consistent with Section 2.20(c)(i) (and such Defaulting Lender shall not participate therein).

If (i) a Bankruptcy Event with respect to the Parent of any Lender shall occur following the Amendment Effective Date and for so long as such event shall continue or (ii) any Issuing Bank or the Swingline Lender has a good faith belief that any Lender has defaulted in fulfilling its obligations under one or more other agreements in which such Lender commits to extend credit, such Issuing Bank shall not be required to issue, amend or increase any Letter of Credit and the Swingline Lender shall not be required to fund any Swingline Loan, unless such Issuing Bank or the Swingline Lender, as the case may be, shall have entered into arrangements with the Borrowers or such Lender, satisfactory to such Issuing Bank or the Swingline Lender, as the case may be, to defease any risk in respect of such Lender hereunder.

In the event that each of the Administrative Agent, the Borrowers, the applicable Issuing Banks and, in the case of the U.S. Facility, the Swingline Lender agrees that a Defaulting Lender has adequately remedied all matters that caused such Lender to be a Defaulting Lender, then the Swingline Exposure and/or LC Exposure of the Lenders under the applicable Facility shall be readjusted to reflect the inclusion of such Lender's Commitment and on the date of such readjustment such Lender shall purchase at par such of the Loans of the other Lenders (other than Swingline Loans) as the Administrative Agent shall determine may be necessary in order for such Lender to hold such Loans in accordance with its Applicable Percentage.

SECTION 2.21. Returned Payments. If after receipt of any payment which is applied to the payment of all or any part of the Obligations, the Administrative Agent, the Multicurrency Administrative Agent or any Lender is for any reason compelled to surrender such payment or proceeds to any Person because such payment or application of proceeds is invalidated, declared fraudulent, set aside, determined to be void or voidable as a preference, impermissible setoff, or a diversion of trust funds, or for any other reason, then the Obligations or part thereof intended to be satisfied shall be revived and continued and this Agreement shall continue in full force as if such payment or proceeds had not been received by the Administrative Agent, the Multicurrency Administrative Agent or such Lender. The provisions of this Section 2.21 shall be and remain effective notwithstanding any contrary action which may have been taken by the Administrative Agent, the Multicurrency Administrative Agent or any Lender in reliance upon such payment or application of proceeds. The provisions of this Section 2.21 shall survive the termination of this Agreement.

SECTION 2.22. Banking Services and Swap Agreements. Each Lender or Affiliate thereof providing Banking Services for, or having Swap Agreements with, any Loan Party or LSIFCS shall deliver to the Administrative Agent within 30 days after it commences providing any such Banking Services or Swap Agreements, written notice thereof. In furtherance of that requirement, each such Lender or Affiliate thereof shall furnish to the Administrative Agent, either (x) following the end of each calendar month, a summary of the amounts due or to become due in respect of any Swap Obligations owing to it or (y) pursuant to such other arrangements as are reasonably acceptable to the Administrative Agent. The most recent information provided to the Administrative Agent shall be used in determining which tier of the waterfall, contained in Section 2.18(b), such Banking Services Obligations and/or Swap Obligations will be placed and the Administrative Agent shall be under no obligation to enquire as to the existence of any Banking Services Obligations or Swap Obligations of which it has not been specifically advised.

ARTICLE III

Representations and Warranties

Each Loan Party represents and warrants to the Lenders that:

SECTION 3.01. Organization; Powers. Each Loan Party and its Subsidiaries (a) is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, (b) has all requisite power and authority to carry on its business as now conducted and (c) is qualified to do business in, and is in good standing in, every jurisdiction where such qualification is required, except, in the case of (x) clause (a) with respect to the Subsidiaries of each Loan Party and (y) clauses (b) and (c), where the failure to do so, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect.

SECTION 3.02. Authorization; Enforceability. The Transactions are within each Loan Party's organizational powers and have been duly authorized by all necessary organizational actions and, if required, actions by equity holders. The Loan Documents to which each Loan Party is a party have been duly executed and delivered by such Loan Party and constitute a legal, valid and binding obligation of such Loan Party, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

SECTION 3.03. Governmental Approvals; No Conflicts. The Transactions (a) do not require any consent or approval of, registration or filing with, or any other action by, any Governmental Authority, except such as have been obtained or made and are in full force and effect and except for filings necessary to perfect Liens created pursuant to the Loan Documents, (b) will not violate any Requirement of Law applicable to any Loan Party or the Organizational Documents of any Loan Party, (c) will not violate or result in a default under any indenture, agreement or other instrument binding upon any Loan Party or the assets of any Loan Party, or give rise to a right thereunder to require any material payment to be made by any Loan Party, and (d) will not result in the creation or imposition of any Lien on any Collateral of any Loan Party, except Liens created pursuant to the Loan Documents.

SECTION 3.04. Financial Condition; No Material Adverse Change.

(a) The U.S. Borrower has heretofore furnished to the Lenders its consolidated balance sheet and statements of income, stockholders equity and cash flows as of and for the Fiscal Year ended November 24, 2013, reported on by PricewaterhouseCoopers LLP, independent public accountants. Such financial statements present fairly, in all material respects, the financial position and results of operations and cash flows of the U.S. Borrower and its consolidated Subsidiaries as of such date and for such period in accordance with GAAP. The U.S. Borrower shall be deemed to have furnished such financial statements upon the filing of such financial statements by the U.S. Borrower through the SEC's EDGAR system (or any successor electronic gathering system) or the publication by the U.S. Borrower of such financial statements on its website.

(b) No event, change or condition has occurred that has had, or could reasonably be expected to have, a Material Adverse Effect, since November 24, 2013.

SECTION 3.05. Properties.

(a) As of the date of this Agreement, Schedule 3.05(a) sets forth the address of each parcel of real property that is owned or leased by each Loan Party. Except as would not have a Material Adverse Effect, each of such leases and subleases is valid and enforceable in accordance with its terms and is in full force and effect, and no default by any party to any such lease or sublease exists. Each of the Loan Parties has good and indefeasible title to, or valid leasehold interests in, all of its real and personal property, free of all Liens other than those permitted by Section 6.02.

(b) Each Loan Party owns, or is licensed to use, all trademarks, tradenames, copyrights, patents, industrial designs and other intellectual property necessary to its business as currently conducted, the use of all trademarks, tradenames, copyrights, patents, industrial designs and other intellectual property owned by each Loan Party does not infringe in any respect upon the rights of any other Person, except to the extent that such infringement could not reasonably be expected to have a Material Adverse Effect, and each Loan Party's rights to all trademarks, tradenames, copyrights, patents, industrial designs and other intellectual property necessary to conduct its business as currently conducted are not subject to any material restrictions under any licensing agreement or similar arrangement (other than (i) restrictions relating to software licenses that may limit such Loan Party's ability to transfer or assign any such agreement to a third party and (ii) licensing agreements or similar agreements that do not materially impair the ability of the Applicable Administrative Agent or the Lenders to avail themselves of their rights of disposal and other rights granted under the Collateral Documents in respect of the Inventory).

SECTION 3.06. Litigation and Environmental Matters.

(a) There are no actions, suits or proceedings by or before any arbitrator or Governmental Authority pending against or, to the knowledge of any Loan Party, threatened against or affecting any Loan Party or any of its Subsidiaries as to which there is a reasonable possibility of an adverse determination and that, if adversely determined, could reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect.

(b) (i) No Loan Party or any of its Subsidiaries has received notice of any claim with respect to any Environmental Liability or knows of any basis for any Environmental Liability that could reasonably be expected to have a Material Adverse Effect and (ii) and except with respect to any other matters that, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect, no Loan Party nor any of its Subsidiaries (1) has failed to comply with any Environmental Law or to obtain, maintain or comply with any permit, license or other approval required under any Environmental Law or (2) has become subject to any Environmental Liability that could reasonably be expected to have a Material Adverse Effect.

SECTION 3.07. Compliance with Laws and Agreements. Each Loan Party is in compliance with all Requirements of Law applicable to it or its property, its Organizational Documents and all indentures, agreements and other instruments binding upon it or its property, except where the failure to do so, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect. No Default has occurred and is continuing.

SECTION 3.08. Investment Company Status; Margin Stock. No Loan Party or any of its Subsidiaries is (a) an "investment company" as defined in, or subject to regulation under, the Investment Company Act of 1940 or (b) engaged (principally or as one of

its important activities) in the business of extending credit for the purpose of buying "margin stock" (as defined in Regulation U).

SECTION 3.09. Taxes. Except as could not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect: (a) each Loan Party and each of their respective Subsidiaries has timely filed or caused to be timely filed all Tax returns and reports required to have been filed by it and has paid or caused to be paid all Taxes required to have been paid by it (including in its capacity as a withholding agent), except Taxes that are being contested in good faith by appropriate proceedings and for which such Loan Party or such Subsidiary, as applicable, has set aside on its books adequate reserves in accordance with GAAP and (b) there are no Tax audits, assessments or other Tax claims or proceedings with respect to any Loan Party or any of their respective Subsidiaries.

SECTION 3.10. ERISA. No ERISA Event has occurred or is reasonably expected to occur that, when taken together with all other such ERISA Events for which liability is reasonably expected to occur, could reasonably be expected to result in a Material Adverse Effect.

SECTION 3.11. Canadian Pension Plan and Benefit Plans. The Canadian Pension Plans are duly registered under the ITA and all other applicable laws which require registration, except as could not reasonably be expected to result in a Material Adverse Effect. Each Loan Party and each of their Subsidiaries has complied with and performed all of its obligations under and in respect of the Canadian Pension Plans and Canadian Benefit Plans under the terms thereof, any funding agreements and all applicable laws (including any fiduciary, funding, investment and administration obligations), except as could not reasonably be expected to result in a Material Adverse Effect. All employer and employee payments, contributions or premiums to be remitted, paid to or in respect of each Canadian Pension Plan or Canadian Benefit Plan have been paid in a timely fashion in accordance with the terms thereof, any funding agreement and all applicable laws. There have been no improper withdrawals or applications of the assets of the Canadian Pension Plans or the Canadian Benefit Plans, except as could not reasonably be expected to result in a Material Adverse Effect. No promises of benefit improvements under the Canadian Pension Plans or the Canadian Benefit Plans have been made except where such improvement could not be reasonably expected to have a Material Adverse Effect. All material reports and disclosures relating to the Canadian Pension Plans required by such plans and any Requirement of Law to be filed or distributed have been filed or distributed, except as could not reasonably be expected to result in a Material Adverse Effect. There has been no termination of any Canadian Pension Plan (except as permitted under Section 5.07(b)) and, to the knowledge of the Borrower, no facts or circumstances have occurred or existed that could result, or be reasonably anticipated to result, in the declaration of a termination of any Canadian Pension Plan by any Governmental Authority under Applicable Pension Laws. Each of the Canadian Pension Plans is funded in accordance with the most recent actuarial valuations filed under Applicable Pension Laws, as disclosed to the Administrative Agent.

SECTION 3.12. Disclosure. Each Borrower has disclosed to the Lenders all agreements, instruments and corporate or other restrictions to which it or any of its Subsidiaries is subject, and all other matters known to it, that, individually or in the aggregate, could reasonably be expected to result in a Material Adverse Effect. None of the reports, financial statements, certificates or other information furnished by or on behalf of any Loan

Party to the Administrative Agent or any Lender in connection with the negotiation of this Agreement or any other Loan Document (as modified or supplemented by other information so furnished), taken as a whole, contains any material misstatement of fact or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that, with respect to projected financial information, forward-looking statements and information of a general economic or industry nature, the Borrowers each represent only that such information was prepared in good faith based upon assumptions believed to be reasonable at the time delivered and, if such projected financial information was delivered prior to the Amendment Effective Date, as of the Amendment Effective Date.

SECTION 3.13. Material Agreements. Except as would not have a Material Adverse Effect, no Loan Party is in default in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in (i) any material agreement to which it is a party or (ii) any agreement or instrument evidencing or governing Indebtedness.

SECTION 3.14. Solvency. Each Borrower individually, the U.S. Borrower together with the U.S. Loan Guarantors (taken as a whole) and the Canadian Borrower together with the Multicurrency Loan Guarantors (taken as a whole), is Solvent prior to and after giving effect to the Borrowings to be made on the Amendment Effective Date and the issuance of the Letters of Credit to be issued on the Amendment Effective Date, and shall remain Solvent during the term of this Agreement.

SECTION 3.15. Insurance. Schedule 3.15 lists all insurance maintained by or on behalf of the Loan Parties and the other Subsidiaries of the U.S. Borrower as of the Amendment Effective Date. As of the Amendment Effective Date, all premiums in respect of such insurance have been paid. The Borrowers believe that the insurance maintained by or on behalf of the U.S. Borrower and its Subsidiaries is adequate.

SECTION 3.16. Capitalization and Subsidiaries. Schedule 3.16 sets forth (a) a correct and complete list of the name and relationship to the U.S. Borrower of each and all of the U.S. Borrower's Subsidiaries, (b) a true and complete listing of each class of each Loan Party's authorized Equity Interests, of which all of such issued shares are validly issued, outstanding, fully paid and non-assessable, and owned beneficially and of record by the Persons identified on Schedule 3.16, and (c) the type of entity of the U.S. Borrower and each of its Subsidiaries. All of the issued and outstanding Equity Interests owned by any Loan Party has been (to the extent such concepts are relevant with respect to such ownership interests) duly authorized and issued and is fully paid and non-assessable.

SECTION 3.17. Security Interest in Collateral. The provisions of this Agreement and the other Loan Documents create legal and valid Liens on all the Collateral granted by (a) the U.S. Loan Parties in favor of the Administrative Agent (for the benefit of the Lender Parties), securing the Secured Obligations and (b) the Canadian Loan Parties in favor of the Administrative Agent (for the benefit of the Multicurrency Lender Parties), securing the Canadian Secured Obligations, constitute perfected and continuing Liens on the Collateral (to the extent such Liens can be perfected by possession, by filing a UCC financing statement or a PPSA financing statement or equivalent under each applicable jurisdiction, by filing a mortgage, deed of trust, deed to secure debt, assignment or similar instruments with the

appropriate real property office, by recording an appropriate document with the United States Patent and Trademark Office or by a control agreement), securing the applicable Secured Obligations, enforceable against the applicable Loan Party and having priority over all other Liens on the Collateral except in the case of (x) Liens permitted by Section 6.02, to the extent any such Liens would have priority over the Liens in favor of the Administrative Agent pursuant to any applicable law or agreement and (y) Liens perfected only by possession (including possession of any certificate of title) to the extent the Administrative Agent has not obtained or does not maintain possession of such Collateral.

SECTION 3.18. Employment Matters. As of the Amendment Effective Date, there are no strikes, lockouts or slowdowns against any Loan Party pending or, to the knowledge of the Borrowers, threatened. The hours worked by and payments made to employees of the Loan Parties have not been in violation in any material respect of the Fair Labor Standards Act, the *Employee Standards Act* (Ontario) or any other applicable Federal, state, provincial, territorial, local or foreign law dealing with such matters. All material payments due from any Loan Party or for which any claim may be made against any Loan Party, on account of wages and employee health and welfare insurance and other benefits, including with respect to the Canada Pension Plans and Canada Benefit Plans have been paid or accrued as a liability on the books of the Loan Party.

SECTION 3.19. OFAC and Patriot Act. The U.S. Borrower and each of its Subsidiaries is: (i) not a “blocked” person listed in the Annex to Executive Order Nos. 12947, 13099 and 13224 and all modifications thereto or thereof (the “Annex”); (ii) in compliance in all material respects with the requirements of the USA Patriot Act Title III of 107 Public Law 56 (October 26, 2001) and in other statutes and all orders, rules and regulations of the United States government and its various executive departments, agencies and 150 offices, related to the subject matter of the Act, including Executive Order 13224 effective September 24, 2001 (the “Patriot Act”) and all other requirements contained in the rules and regulations of the Office of Foreign Assets Control, Department of the Treasury (“OFAC”); (iii) not in receipt of any notice from the Secretary of State of the Attorney General of the United States or any other department, agency or office of the United States claiming a violation or possible violation of the Patriot Act; (iv) not listed as a Specially Designated Terrorist (as defined in the Patriot Act) or as a “blocked” person on any publicly available lists maintained by the OFAC pursuant to the Patriot Act or any other publicly available list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of the OFAC issued pursuant to the Patriot Act or on any other publicly available list of terrorists or terrorist organizations maintained pursuant to the Patriot Act; (v) not a Person who has been determined by competent authority to be subject to any of the prohibitions contained in the Patriot Act; and (vi) not owned or controlled by any Person named in the Annex.

SECTION 3.20. Anti-Corruption Laws and Sanctions. Each of the U.S. Borrower and its Subsidiaries has implemented and maintains in effect policies and procedures designed to ensure compliance by the U.S. Borrower, its Subsidiaries and their respective directors, officers, employees and agents with Anti-Corruption Laws and applicable Sanctions, and the U.S. Borrower, its Subsidiaries and their respective officers and, to the knowledge of the U.S. Borrower, its directors, employees and agents, are in compliance with Anti-Corruption Laws and applicable Sanctions in all material respects. None of the U.S. Borrower, any Subsidiary of the U.S. Borrower or, to the knowledge of the U.S. Borrower or any of its Subsidiaries, any of their respective directors, officers, employees or any agent of the U.S.

Borrower or any Subsidiary that will act in any capacity in connection with or benefit from the credit facility established hereby, is a Sanctioned Person. No Borrowing or Letter of Credit, use of the proceeds hereof or other Transaction will violate Anti-Corruption Laws or applicable Sanctions.

ARTICLE IV

Conditions

SECTION 4.01. Amendment Effective Date. The amendment and restatement of the Existing Credit Agreement contemplated by this Agreement and the obligations of the Lenders to make Loans and of each Issuing Bank to issue Letters of Credit hereunder (other than any Letter of Credit outstanding under the Existing Credit Agreement on the Amendment Effective Date) shall not become effective until the date on which each of the following conditions is satisfied (or waived in accordance with Section 9.02):

(a) **Credit Agreement and Loan Documents.** The Administrative Agent (or its counsel) shall have received (i) from each party hereto either (A) a counterpart of this Agreement signed on behalf of such party (including executed counterparts of this Agreement signed on behalf of (x) "Lenders" (as defined in the Existing Credit Agreement) constituting "Required Lenders" (as defined in the Existing Credit Agreement) under the Existing Credit Agreement and (y) each of the parties named on the Commitment Schedule) or (B) written evidence satisfactory to the Administrative Agent (which may include facsimile or other electronic transmission of a signed signature page of this Agreement) that such party has signed a counterpart of this Agreement and (ii) duly executed copies of such other certificates, documents, instruments and agreements as the Administrative Agent shall reasonably request in connection with the transactions contemplated by this Agreement and the other Loan Documents, including any promissory notes requested by a Lender pursuant to Section 2.10 at least three Business Days prior to the Amendment Effective Date payable to the order of each such requesting Lender and (x) a written opinion of the Loan Parties' U.S. counsel, addressed to the Administrative Agent, the Multicurrency Administrative Agent, each Issuing Bank and the Lenders in substantially the form of Exhibit B-1, (y) a written opinion of the Loan Parties' Canadian counsel, addressed to the Administrative Agent, the Multicurrency Administrative Agent, each Issuing Bank and the Lenders in substantially the form of Exhibit B-2 and (z) a written opinion of the U.S. Borrower's Global Finance and Governance Counsel, addressed to the Administrative Agent, the Multicurrency Administrative Agent, each Issuing Bank and the Lenders in substantially the form of Exhibit B-3.

(b) **Financial Statements and Projections.** The Lenders shall have received (i) satisfactory audited annual consolidated financial statements of the U.S. Borrower for the most recent Fiscal Year ending at least 90 days prior to the Amendment Effective Date and (ii) U.S. Borrower's projected consolidated income statement, balance sheet and cash flows for the period beginning after the most recently ended Fiscal Quarter for which financial statements have been delivered and ending on the last day of the U.S. Borrower's 2018 Fiscal Year (prepared on a quarterly basis through the end of the U.S. Borrower's 2014 Fiscal Year) and satisfactory to the Administrative Agent.

(c) **Closing Certificates; Certified Certificate of Incorporation; Good Standing Certificates.** The Administrative Agent shall have received (i) a certificate of each Loan Party, dated the Amendment Effective Date and executed by its Secretary or Assistant Secretary, which shall (A) certify the resolutions of its Board of Directors, members or other body authorizing the execution, delivery and performance of the Loan Documents to which it is a party, (B) identify by name and title and bear the

signatures of the Financial Officers and any other officers of such Loan Party authorized to sign the Loan Documents to which it is a party, and (C) contain appropriate attachments, including the certificate or articles of incorporation or organization of each Loan Party certified by the relevant authority of the jurisdiction of organization of such Loan Party (other than the certificate of incorporation of Levi Strauss International, which are certified by the secretary of Levi Strauss International) and a true and correct copy of its bylaws or operating, management or partnership agreement, and (ii) a certificate of compliance/status/good standing, as applicable, for each Loan Party from its jurisdiction of organization and each other jurisdiction in which it carries on business as may be reasonably requested by the Administrative Agent at least five (5) Business Days prior to the Amendment Effective Date.

(d) No Default Certificate. The Administrative Agent shall have received a certificate, signed by a Financial Officer of each Borrower, on the initial Borrowing date (i) stating that no Default has occurred and is continuing, (ii) stating that the representations and warranties contained in Article III are true and correct as of such date, and (iii) certifying any other factual matters as may be reasonably requested by the Administrative Agent.

(e) Fees. The Lenders and the Agents shall have received all fees required to be paid, and all expenses for which reasonably detailed invoices have been presented (including the reasonable fees and expenses of legal counsel to the Administrative Agent and Multicurrency Administrative Agent), on or before one Business Day prior to the Amendment Effective Date.

(f) Lien Searches. The Administrative Agent shall have received the results of a recent lien search in such jurisdictions as it may have requested, and such search shall reveal no liens on any of the assets of the Loan Parties except for liens permitted by Section 6.02 or discharged on or prior to the Amendment Effective Date pursuant to a pay-off letter or other documentation reasonably satisfactory to the Administrative Agent.

(g) Funding Accounts. The Administrative Agent shall have received a notice setting forth the deposit account(s) of the Borrowers (the “Funding Accounts”) to which the Lender is authorized by the Borrowers to transfer the proceeds of any Borrowings requested or authorized pursuant to this Agreement.

(h) Solvency. The Administrative Agent shall have received a solvency certificate from a Financial Officer of each Borrower.

(i) Appraisal(s). The Administrative Agent shall have received appraisals of the Borrowers’ Eligible Trademark Collateral from firms satisfactory to the Administrative Agent, which appraisals shall be satisfactory to the Administrative Agent in its reasonable discretion.

(j) Borrowing Base Certificate. The Administrative Agent shall have received a Borrowing Base Certificate which calculates the U.S. Borrowing Base and the Canadian Borrowing Base as of February 23, 2014.

(k) Closing Availability. After giving effect to all Borrowings to be made on the Amendment Effective Date and the issuance of any Letters of Credit on the Amendment Effective Date and payment of all fees and expenses due hereunder, and with all of the Loan Parties’ indebtedness, liabilities, and obligations current, Availability shall not be less than \$400,000,000.

(l) Other Documents. The Administrative Agent shall have received such other documents as the Administrative Agent, the Multicurrency Administrative Agent, any Issuing Bank, any Lender or their respective counsel may have reasonably requested.

(m) Filings, Registrations and Recordings. Each document (including any Uniform Commercial Code and PPSA financing statements) required by the Collateral Documents or under law or reasonably requested by the Administrative Agent to be filed, registered or recorded in order to create in favor of the Administrative Agent, for the benefit of the Lenders, a perfected Lien on the Collateral described therein, prior and superior in right to any other Person (other than with respect to Liens expressly permitted by Section 6.02), shall be in proper form for filing, registration or recordation.

The Administrative Agent shall notify the Borrowers and the Lenders of the Amendment Effective Date, and such notice shall be conclusive and binding. Notwithstanding the foregoing, the effectiveness of the amendment and restatement contemplated by this Agreement and the obligations of the Lenders to make Loans and of the Issuing Banks to issue Letters of Credit hereunder shall not become effective unless each of the foregoing conditions is satisfied (or waived pursuant to Section 9.02) at or prior to 2:00 p.m., New York City time, on March 31, 2014 (and, in the event such conditions are not so satisfied or waived, the Existing Credit Agreement shall remain in effect and the Commitments hereunder shall terminate at such time).

SECTION 4.02. Each Credit Event. The obligation of each Lender to make a Loan on the occasion of any Borrowing, and of each Issuing Bank to issue, amend, renew or extend any Letter of Credit, is subject to the satisfaction of the following conditions:

(a) The representations and warranties of the Borrowers set forth in this Agreement (other than, in the case of a requested credit extension by the U.S. Borrower at a time when there are no Canadian Borrower Shared Outstandings, the representations and warranties of the Borrowers set forth in Section 3.11) shall be true and correct in all material respects with the same effect as though made on and as of the date of such Borrowing or the date of issuance, amendment, renewal or extension of such Letter of Credit, as applicable (it being understood and agreed that any representation or warranty which by its terms is made as of a specified date shall be required to be true and correct in all material respects only as of such specified date, and that any representation or warranty which is subject to any materiality qualifier shall be required to be true and correct in all respects).

(b) At the time of and immediately after giving effect to such Borrowing or the issuance, amendment, renewal or extension of such Letter of Credit, as applicable, no Default or Event of Default shall have occurred and be continuing.

(c) After giving effect to any Borrowing or the issuance, amendment, renewal or extension of any Letter of Credit, the Revolving Exposure Limitations shall be satisfied.

Each Borrowing and each issuance, amendment, renewal or extension of a Letter of Credit shall be deemed to constitute a representation and warranty by the Borrowers on the date thereof as to the matters specified in paragraphs (a), (b) and (c) of this Section.

ARTICLE V

Affirmative Covenants

Until the Commitments have expired or terminated and the principal of and interest on each Loan and all fees payable hereunder have been paid in full and all Letters of Credit have expired or terminated and all LC Disbursements have been reimbursed, each Loan Party executing this Agreement covenants and agrees with the Lenders that:

SECTION 5.01. Financial Statements; Borrowing Base and Other Information. The Borrowers will furnish to the Administrative Agent and each Lender:

(a) within 120 days after the end of each Fiscal Year of the U.S. Borrower (or, if earlier, the date provided to the holders of the U.S. Borrower's equity or debt securities generally), its audited consolidated and consolidating balance sheet and related statements of operations, stockholders' equity and cash flows as of the end of and for such year, setting forth in each case in comparative form the figures for the previous Fiscal Year, all reported on by independent public accountants of recognized national standing (without a "going concern" or like qualification or exception and without any qualification or exception as to the scope of such audit) to the effect that such consolidated financial statements present fairly in all material respects the financial condition and results of operations of the U.S. Borrower and its consolidated Subsidiaries on a consolidated basis in accordance with GAAP consistently applied. The U.S. Borrower shall be deemed to have delivered the financial statements required to be delivered pursuant to this Section 5.01(a) upon the filing of such financial statements by the U.S. Borrower through the SEC's EDGAR system (or any successor electronic gathering system) or the publication by the U.S. Borrower of such financial statements on its website;

(b) (i) within 45 days after the end of each of the first three Fiscal Quarters of each Fiscal Year of the U.S. Borrower, its consolidated and consolidating balance sheet (including a summary of stockholders' equity as customarily shown on a balance sheet) and related statements of operations and cash flows, and, (ii) if Availability during any Fiscal Month is at any time less than the Minimum Excess Availability Amount, within 30 days after the end of such Fiscal Month, its consolidated and consolidating balance sheet and related statements of operations, in each case, as of the end of and for such Fiscal Quarter or Fiscal Month, as the case may be, and the then elapsed portion of such Fiscal Year, setting forth in each case in comparative form the figures for the corresponding period or periods of (or, in the case of the balance sheet, as of the end of) the previous Fiscal Year, all certified by one of the Financial Officers of the Borrower Representative as presenting fairly in all material respects the financial condition and results of operations of the U.S. Borrower and its consolidated Subsidiaries on a consolidated basis in accordance with GAAP consistently applied, subject to normal year-end audit adjustments and the absence of footnotes (it being acknowledged and agreed that such quarterly and monthly financial statements will not be subsequently audited on a quarterly or monthly basis). The U.S. Borrower shall be deemed to have delivered the financial statements required to be delivered pursuant to this Section 5.01(b) upon the filing of such financial statements by the U.S. Borrower through the SEC's EDGAR system (or any successor electronic gathering system) or the publication by the U.S. Borrower of such financial statements on its website;

(c) concurrently with any delivery of financial statements under clause (a) or (b) above, a certificate of a Financial Officer of the Borrower Representative in substantially the form of Exhibit D (i) certifying, in the case of the financial statements delivered under clause (b), as presenting fairly in all material respects the financial condition and results of operations of the U.S. Borrower and its consolidated Subsidiaries on a consolidated basis in accordance with GAAP consistently applied, subject to normal year-end audit adjustments and the absence of footnotes (it being acknowledged and agreed that such quarterly and monthly financial statements will not be subsequently audited on a quarterly or monthly basis), (ii) certifying as to whether a Default has occurred and, if a Default has occurred,

specifying the details thereof and any action taken or proposed to be taken with respect thereto, (iii) setting forth reasonably detailed calculations demonstrating compliance with Section 6.14 and (iv) stating whether any change in GAAP or in the application thereof has occurred since the date of the audited financial statements referred to in Section 3.04 and, if any such change has occurred, specifying the effect of such change on the financial statements accompanying such certificate;

(d) as soon as available but in any event no later than 75 days following the commencement of each Fiscal Year of the U.S. Borrower, a copy of the plan and forecast (including a projected consolidated and consolidating balance sheet, income statement and funds flow statement) of the U.S. Borrower for each month of the upcoming Fiscal Year (the “Projections”) in form reasonably satisfactory to the Administrative Agent;

(e) as soon as available but in any event within 20 days of the end of each Fiscal Quarter, and at such other times as may be necessary to redetermine availability of Loans and Letters of Credit to either Borrower hereunder or as may be requested by the Administrative Agent, as of the period then ended, a Borrowing Base Certificate which calculates the U.S. Borrowing Base and the Canadian Borrowing Base, and supporting information in connection therewith, together with any additional reports with respect to either such Borrowing Base as the Administrative Agent may reasonably request; provided that, the Borrowing Base Certificates will also be (i) prepared as of the last day of each Fiscal Month of the U.S. Borrower (x) during any period commencing when the aggregate Dollar Amount of outstanding Loans exceeds \$350,000,000 at any time and ending at such time as the aggregate Dollar Amount of outstanding Loans has been less than or equal to \$350,000,000 for 30 consecutive days and (y) after the Trademark Release Date has occurred, during any period commencing when the aggregate Dollar Amount of outstanding Loans (but excluding outstanding Letters of Credit) exceeds \$15,000,000 at any time and ending at such time as the aggregate Dollar Amount of outstanding Loans (but excluding outstanding Letters of Credit) has been less than or equal to \$15,000,000 for 30 consecutive days and (ii) prepared as of the last day of each fiscal week of the U.S. Borrower during any period commencing on the date that Availability is less than the Minimum Excess Availability Amount for five consecutive Business Days and continuing until such time as Availability is no longer less than the Minimum Excess Availability Amount for five consecutive Business Days. If the Borrowers are required to deliver a monthly Borrowing Base Certificate or weekly Borrowing Base Certificate as a result of the proviso to the foregoing sentence, such Borrowing Base Certificate shall be delivered (i) no later than seven Business Days after the date the obligation to deliver such Borrowing Base Certificate arises (in the case of monthly Borrowing Base Certificates) based on the most recent Fiscal Month ended at least 20 days prior to such date of delivery and thereafter no later than the 20th day following the last day of each subsequent Fiscal Month ending during the period when monthly Borrowing Base Certificates are required to be delivered and (ii) no later than three Business Days after the date the obligation to deliver such Borrowing Base Certificate arises (in the case of weekly Borrowing Base Certificates) based on the most recent fiscal week ended at least three Business Days prior to such date of delivery and thereafter no later than the third Business Day following the last day of each subsequent fiscal week ending during the period when weekly Borrowing Base Certificates are required to be delivered;

(f) concurrently with the delivery of each Borrowing Base Certificate pursuant to paragraph (e) above, as of the period covered thereby, all delivered electronically in a text formatted file reasonably acceptable to the Administrative Agent:

(i) a detailed aging of the Loan Parties’ Accounts, including all invoices aged by invoice date and due date, prepared in a manner reasonably acceptable to the

Administrative Agent, together with a summary specifying the name and balance due for each Account Debtor;

(ii) a schedule detailing the Loan Parties' Inventory, in form reasonably satisfactory to the Administrative Agent, (1) by location (showing Inventory in transit, any Inventory located with a third party under any consignment, bailee arrangement, or warehouse agreement), by class (raw material, work-in-process and finished goods), by product type, and by volume on hand, which Inventory shall be valued at the lower of cost (determined on a first-in, first-out basis) or market and adjusted for Reserves as the Administrative Agent has previously indicated to the Borrower Representative are deemed by the Administrative Agent to be appropriate, and (2) including a report of any variances or other results of Inventory counts performed by the Borrowers since the last Inventory schedule (including information regarding sales or other reductions, additions, returns, credits issued by Borrowers and complaints and claims made against the Borrowers);

(iii) a worksheet of calculations prepared by the Borrowers to determine Eligible Accounts and Eligible Inventory, such worksheets detailing the Accounts and Inventory excluded from Eligible Accounts and Eligible Inventory and the reason for such exclusion;

(iv) a reconciliation of the Loan Parties' Accounts and Inventory between (A) the amounts shown in the Loan Parties' general ledger and financial statements and the reports delivered pursuant to clauses (i) and (ii) above and (B) the amounts and dates shown in the reports delivered pursuant to clauses (i) and (ii) above and the Borrowing Base Certificate delivered pursuant to clause (f) above as of such date; and

(v) a reconciliation of the loan balance per the Loan Parties' general ledger to the loan balance under this Agreement;

(g) upon the request of the Administrative Agent during any period when the Borrowers are required to deliver weekly Borrowing Base Certificates, the Loan Parties' sales journal, cash receipts journal (identifying trade and non-trade cash receipts) and debit memo/credit memo journal;

(h) concurrently with the delivery of any Borrowing Base Certificate pursuant to paragraph (e) above, as of the period covered thereby, a schedule and aging of the Loan Parties' accounts payable, delivered electronically in a text formatted file reasonably acceptable to the Administrative Agent;

(i) within 30 days of each March 31 and September 30 an updated customer list for each Borrower and its Subsidiaries, which list shall state the customer's name, mailing address and phone number, delivered electronically in a text formatted file reasonably acceptable to the Administrative Agent and certified as true and correct by a Financial Officer of the Borrower Representative;

(j) promptly upon the Administrative Agent's request:

(i) copies of invoices in connection with the invoices issued by the Loan Parties in connection with any Accounts, credit memos, shipping and delivery documents, and other information related thereto;

(ii) copies of purchase orders, invoices, and shipping and delivery documents in connection with any Inventory purchased by any Loan Party; and

- (iii) a schedule detailing the balance of all intercompany accounts of the Loan Parties;
- (k) promptly after the filing thereof with any Governmental Authority, a copy of each actuarial valuation report and, upon request of the Multicurrency Administrative Agent, Annual Information Return in respect of any Canadian Pension Plan;
- (l) promptly after the same become publicly available, copies of all periodic and other reports, proxy statements and other materials filed by any Borrower or any Subsidiary with any U.S. or Canadian federal or provincial securities commission, or any Governmental Authority succeeding to any or all of the functions of said Commission, or with any national securities exchange, or distributed by any Borrower to its shareholders generally, as the case may be. The applicable Borrower shall be deemed to have delivered the reports, statements and other materials required to be delivered pursuant to this Section 5.01(l) upon the filing of such reports, statements and other materials by the applicable Borrower through the SEC's EDGAR system (or any successor electronic gathering system) or the publication by the applicable Borrower of such reports, statements and other materials on its website;
- (m) promptly following the Disposition of accounts receivable and other payment obligations in the ordinary course pursuant to Section 6.05(g), written notice to the Administrative Agent regarding such Dispositions including reasonably detailed information regarding each such Disposition; and
- (n) promptly following any request therefor, such other information regarding the operations, business affairs and financial condition of any Borrower or any Subsidiary, or compliance with the terms of this Agreement, as the Administrative Agent, the Multicurrency Administrative Agent or any Lender may reasonably request.

SECTION 5.02. Notices of Material Events. The Borrowers will furnish to the Administrative Agent, the Multicurrency Administrative Agent and each Lender prompt (but in any event within any time period that may be specified below) written notice of the following:

- (a) the occurrence of any Default;
- (b) receipt of any notice of any governmental investigation or any litigation or proceeding commenced or threatened against any Loan Party that could reasonably be expected to have a Material Adverse Effect;
- (c) any Lien (other than Permitted Encumbrances) or claim made or asserted against any material portion of the Collateral;
- (d) any loss, damage, or destruction to or Disposition outside the ordinary course of business of the Collateral in the amount of \$15,000,000 or more, whether or not covered by insurance;
- (e) within five Business Days of receipt thereof and no earlier than after passage of any applicable cure period, any and all default notices received under or with respect to any leased location or public warehouse where Collateral is located having a value in excess of \$500,000 in respect of an individual leased location or public warehouse or holding Collateral having a value in excess of \$1,000,000 in the aggregate across all such leased locations or public warehouses;

(f) simultaneously with the delivery of any Borrowing Base Certificate pursuant to Section 5.01(e), a list of counterparties under each Swap Agreement entered into by any Loan Party and a listing of the aggregate mark-to-market position of the Loan Parties as provided by each such counterparty with respect to all Swap Agreements then outstanding with each such counterparty;

(g) the occurrence of any ERISA Event that, alone or together with any other ERISA Events that have occurred, could reasonably be expected to result in liability of the Borrowers and their Subsidiaries in an aggregate amount exceeding \$20,000,000; and

(h) any other development that results in, or could reasonably be expected to result in, a Material Adverse Effect.

Each notice delivered under this Section shall be accompanied by a statement of a Financial Officer or other executive officer of the Borrower Representative setting forth the details of the event or development requiring such notice and any action taken or proposed to be taken with respect thereto.

SECTION 5.03. Existence; Conduct of Business. Each Loan Party will, and will cause each Subsidiary to, (a) do or cause to be done all things reasonably necessary to preserve, renew and keep in full force and effect its legal existence and the rights, qualifications, licenses, permits, franchises, governmental authorizations, intellectual property rights, licenses and permits material to the conduct of its business, and maintain all requisite authority to conduct its business in each jurisdiction in which its business is conducted in all material respects, except to the extent that the failure to maintain such existence and qualification or good standing could not reasonably be expected to have a Material Adverse Effect, provided that the foregoing shall not prohibit any merger, consolidation, liquidation or dissolution permitted under Section 6.03, and (b) carry on and conduct its business in substantially the same manner and in substantially the same fields of enterprise as it is presently conducted or in other fields of enterprise reasonably related thereto.

SECTION 5.04. Payment of Obligations. Each Loan Party will pay or discharge all of its respective Material Indebtedness and all other material liabilities and obligations, including material Taxes, before the same shall become delinquent or in default, except where (a) the validity or amount thereof is being contested in good faith by appropriate proceedings, (b) such Loan Party or Subsidiary has set aside on its books adequate reserves with respect thereto in accordance with GAAP and (c) the failure to make payment pending such contest could not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect; provided, however, each Loan Party will, and will cause each Subsidiary to, remit material withholding taxes and other material payroll taxes to appropriate Governmental Authorities as and when claimed to be due, notwithstanding the foregoing exceptions.

SECTION 5.05. Maintenance of Properties. Each Loan Party will, and will cause each Subsidiary to, keep and maintain all property material to the conduct of its business in good working order and condition, ordinary wear and tear excepted.

SECTION 5.06. Books and Records; Inspection Rights. Each Loan Party will, and will cause each Subsidiary to, (a) keep proper books of record and account in which full, true and correct entries are made of all dealings and transactions in relation to its business and activities, in an ordinary course manner as determined by the applicable Loan Party, and (b) permit any representatives designated by the Administrative Agent, the Multicurrency

Administrative Agent or any Lender (including employees of the Administrative Agent, the Multicurrency Administrative Agent, any Lender or any consultants, accountants, lawyers and appraisers retained by the Administrative Agent), upon reasonable prior notice, to visit and inspect its properties, conduct at the Loan Party's premises, field examinations of the Loan Party's assets, liabilities, books and records, including examining and making extracts from its books and records, environmental assessment reports, and to discuss its affairs, finances and condition with its officers and independent accountants, all at such reasonable times as reasonably requested; provided that, except for inspections during the continuance of a Default (i) if Availability is less than the greater of (x) \$125,000,000 or (y) 20% of the Line Cap, in each case, at any time during any Fiscal Year, no more than two such inspections shall be at the U.S. Borrowers' expense and (ii) otherwise, no more than one such inspection during such Fiscal Year shall be permitted and such inspection shall be at the Borrower's expense. The Loan Parties acknowledge that the Administrative Agent, after exercising its rights of inspection, may prepare and distribute to the Lenders certain Reports pertaining to the Loan Parties' assets for internal use by the Administrative Agent, the Multicurrency Administrative Agent and the Lenders.

SECTION 5.07. Compliance with Laws.

(a) Each Loan Party will, and will cause each Subsidiary to, comply with all Requirements of Law applicable to it or its property, except where the failure to do so, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect.

(b) In addition to and without limiting the generality of clause (a), each Canadian Loan Party will, and will cause each Subsidiary to, (i) comply with all applicable provisions of Applicable Pension Laws and the regulations thereunder with respect to all Canadian Pension Plans, except where the failure to so comply could not reasonably be expected to result in a Material Adverse Effect; (ii) not: (A) contribute to or assume an obligation to contribute to any new defined benefit Canadian Pension Plan to which the Canadian Loan Party is not already contributing on the Original Effective Date, without the prior written consent of the Administrative Agent, which consent shall be granted unless otherwise determined by the Administrative Agent in its Permitted Discretion, or (B) unless required by a Governmental Authority, wind-up any defined benefit Canadian Pension Plan, in whole or in part, unless the Canadian Loan Party has obtained written advice from the actuary for such plan that the plan (or part thereof in the case of a partial windup) is fully funded or has a wind-up deficiency of no more than \$10,000,000 at the effective date of the windup, without the prior written consent of the Administrative Agent, which consent shall be granted unless otherwise determined by the Administrative Agent in its Permitted Discretion. All employer or employee payments, contributions or premiums required to be remitted, paid to or in respect of each Canadian Pension Plan or Canadian Benefit Plan shall be paid or remitted by each Canadian Loan Party and each Subsidiary of each Canadian Loan Party in a timely fashion in accordance with the terms thereof, any funding agreements and all applicable laws. The Canadian Loan Parties shall deliver to the Administrative Agent notification within 30 days of (w) any increases in the benefits of any existing Canadian Pension Plan or Canadian Benefit Plan, which increases have a cost to one or more of the Canadian Loan Parties and their Subsidiaries in excess of \$250,000 per annum in the aggregate, or (x) the establishment of any new Canadian Pension Plan or Canadian Benefit Plan, or (y) the commencement of contributions to any such plan to which any Canadian Loan Party was not previously contributing, or (z) any voluntary or involuntary termination of, or termination of participation in, a Canadian Pension Plan.

(c) The Loan Parties and each Subsidiary (1) shall be at all times in material compliance with all Environmental Laws, and (2) shall similarly ensure that the assets and operations are in material compliance with all Environmental Laws and that no Hazardous Materials are, contrary to any Environmental Laws, discharged, emitted, released, generated, used, stored, managed, transported or otherwise dealt with.

(d) The Loan Parties and each Subsidiary of the Loan Parties will maintain in effect and enforce policies and procedures designed to ensure compliance in all material respects by the Loan Parties and each Subsidiary of the Loan Parties and their respective directors, officers, employees and agents with Anti-Corruption Laws and applicable Sanctions.

SECTION 5.08. Use of Proceeds. The proceeds of the Loans will be used for general corporate purposes. No part of the proceeds of any Loan and no Letter of Credit will be used, whether directly or indirectly, for any purpose that entails a violation of any of the Regulations of the Board, including Regulations T, U and X. The Borrowers will not request any Borrowing or Letter of Credit, and each Borrower shall not use the proceeds of any Borrowing or Letter of Credit (A) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Anti-Corruption Laws, (B) for the purpose of funding, financing or facilitating any activities, business or transaction of or with any Sanctioned Person, or in any Sanctioned Country, or (C) in any manner that would result in the violation of any Sanctions applicable to any party hereto.

SECTION 5.09. Insurance. Each Loan Party will, and will cause each Subsidiary to, maintain with carriers that are financially sound and reputable (as determined in good faith by the Loan Parties) (a) insurance in such amounts (with no greater risk retention) and against such risks (including loss or damage by fire and loss in transit; theft, burglary, pilferage, larceny, embezzlement, and other criminal activities; business interruption; and general liability) and such other hazards, as is customarily maintained by companies of established repute engaged in the same or similar businesses operating in the same or similar locations and (b) all insurance required pursuant to the Collateral Documents. The Borrowers will furnish to the Lenders, upon request of the Administrative Agent, information in reasonable detail as to the insurance so maintained.

SECTION 5.10. Casualty and Condemnation. The Borrowers will furnish to the Administrative Agent, the Multicurrency Administrative Agent and the Lenders prompt written notice of any casualty or other insured damage to any material portion of the Collateral or the commencement of any action or proceeding for the taking of any material portion of the Collateral or interest therein under power of eminent domain or by condemnation or similar proceeding.

SECTION 5.11. Appraisals.

(a) (A) If Availability is less than the greater of (x) \$125,000,000 or (y) 20% of the Line Cap, in each case, at any time during any Fiscal Year, no more than two (2) times during such Fiscal Year, or (B) otherwise, no more than one (1) time during such Fiscal Year, the Administrative Agent may, at the Borrowers' expense, arrange for appraisals or updates thereof of all of the Inventory constituting finished goods from an appraiser selected and engaged by the Administrative Agent, and prepared on a basis, reasonably satisfactory to the Administrative Agent, such appraisals and updates to include, without

limitation, information required by applicable law and regulation and by the internal policies of the Lenders. In addition, if at any time prior to the Trademark Release Date, the Total Leverage Ratio, as of the last day of any Fiscal Year of the U.S. Borrower exceeds 4.25 to 1.0, the Administrative Agent shall have the right at the expense of the U.S. Loan Parties and at the Administrative Agent's discretion, to arrange for an additional appraisal of the Eligible Trademark Collateral from an appraiser selected and engaged by the Administrative Agent (provided that the Administrative Agent shall not have the right to request an additional appraisal for the U.S. Borrower's Fiscal Year 2014), such appraisals and updates to include, without limitation, information required by applicable law and regulation.

(b) In addition to the appraisals provided for above, whenever a Default or Event of Default exists, the Administrative Agent may, at the U.S. Borrower's expense and at the Administrative Agent's discretion, arrange for additional appraisals or updates thereof of any or all of the Collateral from an appraiser, and prepared on a basis, reasonably satisfactory to the Administrative Agent, such appraisals and updates to include, without limitation, information required by applicable law and regulation and by the internal policies of the Lenders.

SECTION 5.12. Depository Banks. Each of the Loan Parties will maintain the Administrative Agent, Bank of America, N.A., The Bank of Nova Scotia (for any Canadian Loan Party) or such other financial institution reasonably acceptable to the Administrative Agent (at the U.S. Borrower's discretion) as its principal depository bank, including for the maintenance of operating, administrative, cash management, collection activity, and other deposit accounts for the conduct of its business.

SECTION 5.13. Additional Collateral; Further Assurances.

(a) Subject to applicable law, each Borrower and each Loan Party will cause each of its Domestic Subsidiaries and Canadian Subsidiaries formed or acquired after the date of this Agreement in accordance with the terms of this Agreement to become a Loan Party by executing (i) in the case of a Domestic Subsidiary, a U.S. Joinder Agreement and (ii) in the case of a Canadian Subsidiary, a Canadian Joinder Agreement (provided that, without limiting the provisions thereof, any Canadian Collateral of such Canadian Subsidiary shall be excluded from the Collateral securing the U.S. Secured Obligations). Upon execution and delivery thereof, each such Person (i) shall automatically become a Loan Guarantor hereunder and thereupon shall have all of the rights, benefits, duties, and obligations in such capacity under the Loan Documents and (ii) will grant Liens to the Administrative Agent, for the benefit of the Administrative Agent and the applicable Lender Parties, in any property of such Loan Party which constitutes Collateral, under the applicable Security Agreement.

(b) Without limiting the foregoing, each Loan Party will, and will cause each Subsidiary to, execute and deliver, or cause to be executed and delivered, to the Administrative Agent such documents, agreements and instruments, and will take or cause to be taken such further actions (including the filing and recording of financing statements and other documents and such other actions or deliveries of the type required by Section 4.01, as applicable), which may be required by law or which the Administrative Agent may, from time to time, reasonably request to carry out the terms and conditions of this Agreement and the other Loan Documents and to ensure perfection and priority of the Liens created or intended to be created by the Collateral Documents, all at the expense of the Loan Parties.

(c) The Borrowers agree that they will, or will cause their relevant Subsidiaries to, complete each of the actions described on Schedule 5.13 as soon as commercially reasonable and by no

later than the date set forth on Schedule 5.13 with respect to such action or such later date as the Administrative Agent (acting in its sole discretion) may reasonably agree.

SECTION 5.14. Borrowing Base Cash Collateral Accounts; Availability Cash Collateral Accounts.

(a) Cash or Cash Equivalents in the U.S. Borrowing Base Cash Collateral Account and Canadian Borrowing Base Cash Collateral Account shall only be included in the applicable Borrowing Base on any day to the extent that the Administrative Agent has received from the bank with respect to which such account is maintained or the Borrower Representative, in such detail as the Administrative Agent shall request, information identifying the amounts of cash and Cash Equivalents held as of the end of the immediately preceding Business Day in each account included in the U.S. Borrowing Base Cash Collateral Account or Canadian Borrowing Base Cash Collateral Account, as applicable.

(b) No Loan Party shall, nor shall any Loan Party permit any of its Subsidiaries or the LS&Co. Trust to, withdraw any cash or Cash Equivalents from the U.S. Borrowing Base Cash Collateral Account or the Canadian Borrowing Base Cash Collateral Account unless:

(i) the U.S. Borrower has provided the Administrative Agent with at least one Business Day prior notice of such withdrawal; and

(ii) after giving effect to such withdrawal, the Revolving Exposure Limitations would not be exceeded.

(c) No Loan Party shall, nor shall any Loan Party permit any of its Subsidiaries or the LS&Co. Trust to, withdraw any cash or Cash Equivalents from the U.S. Availability Cash Collateral Account or the Canadian Availability Cash Collateral Account unless:

(i) the Borrower Representative has provided the Administrative Agent with at least one Business Day prior notice of such withdrawal;

(ii) after giving effect to such withdrawal (x) in the case of the U.S. Availability Cash Collateral Account (i) the sum of the aggregate undrawn amount of all outstanding Cash Collateralized Letters of Credit issued for the Account of the U.S. Borrower plus, without duplication, the aggregate unpaid reimbursement obligations with respect to all Cash Collateralized Letters of Credit issued for the account of the U.S. Borrower, does not exceed (ii) the aggregate amount of cash and Cash Equivalents held in the U.S. Availability Cash Collateral Account and designated by the Borrower Representative as being allocated to Cash Collateralized Letters of Credit or (y) in the case of the Canadian Availability Cash Collateral Account (i) the sum of the aggregate undrawn amount of all outstanding Cash Collateralized Letters of Credit issued for the Account of the Canadian Borrower plus, without duplication, the aggregate unpaid reimbursement obligations with respect to all Cash Collateralized Letters of Credit issued for the account of the Canadian Borrower, does not exceed (ii) the aggregate amount of cash and Cash Equivalents held in the Canadian Availability Cash Collateral Account and designated by the Borrower Representative as being allocated to Cash Collateralized Letters of Credit; and

(iii) after giving effect to such withdrawal, the Revolving Exposure Limitations would not be exceeded.

ARTICLE VI

Negative Covenants

Until the Commitments have expired or terminated and the principal of and interest on each Loan and all fees, expenses and other amounts payable under any Loan Document have been paid in full and all Letters of Credit have expired or terminated and all LC Disbursements have been reimbursed, each Loan Party executing this Agreement covenants and agrees with the Lenders that:

SECTION 6.01. Indebtedness. No Loan Party shall, nor shall it permit any of its Subsidiaries or the LS&Co. Trust to, directly or indirectly, create, incur, assume or suffer to exist any Indebtedness, except:

(a) Indebtedness owed by the U.S. Borrower or any of its Subsidiaries to the U.S. Borrower or any of its Subsidiaries; provided that (x) any Indebtedness owed by a Loan Party to a Subsidiary that is not a Loan Party shall be subordinated to the Obligations (in the case of Indebtedness of any U.S. Loan Party) or the Canadian Obligations (in the case of Indebtedness of any Canadian Loan Party) and (y) any Indebtedness owed by a U.S. Loan Party to a Canadian Loan Party shall be subordinated to the Obligations;

(b) Indebtedness of the U.S. Loan Parties issued in a Capital Markets Transaction, provided such Indebtedness is unsecured and such Indebtedness does not have a stated maturity date or required principal payments earlier than six months after the Maturity Date;

(c) Guarantees of the U.S. Borrower under the LS&Co. Trust Agreement; provided that the investment activities of the LS&Co. Trust are in compliance with the Investment Policies;

(d) Guarantees of (i) the U.S. Loan Parties in respect of the obligations of Loan Parties, (ii) the Canadian Loan Parties in respect of the obligations of Canadian Loan Parties and (iii) Foreign Subsidiaries that are not Loan Parties in respect of the obligations of Foreign Subsidiaries that are not Loan Parties, in each case, arising under or in connection with Banking Services in the ordinary course of business;

(e) Indebtedness of the U.S. Borrower and its Subsidiaries outstanding on the Amendment Effective Date and listed on Schedule 6.01 and any Permitted Refinancing Indebtedness in respect thereof; provided that intercompany Indebtedness set forth on Schedule 6.01 may not be refinanced pursuant to Section 6.01(e) with third-party Indebtedness;

(f) Indebtedness of the Loan Parties under the Loan Documents;

(g) Indebtedness of the U.S. Borrower and its Subsidiaries secured by Liens permitted by Section 6.02(c) not to exceed in the aggregate \$200,000,000 at any time outstanding;

(h) Indebtedness of the U.S. Borrower or any Subsidiary in respect of Ordinary Course Swap Agreements;

(i) so long as the Minimum Intercompany Transaction Requirement is met (unless pro forma Availability is not less than the greater of (x) \$75.0 million and (y) 10% of the Line Cap, in which case, the Minimum Intercompany Transaction Requirement need not be met), Indebtedness (in the case of Indebtedness of (A) any U.S. Loan Party to any Subsidiary that is not a U.S. Loan Party or (B)

any Canadian Loan Party to any Subsidiary that is not a Loan Party, maturing at least six months after the Maturity Date) of the U.S. Borrower and its Subsidiaries to LSIFCS or any other Affiliate of the U.S. Borrower providing services similar to the services provided by LSIFCS in the ordinary course of business and Indebtedness (in the case of Indebtedness of (A) any U.S. Loan Party to any Subsidiary that is not a U.S. Loan Party or (B) any Canadian Loan Party to any Subsidiary that is not a Loan Party, maturing at least six months after the Maturity Date) of LSIFCS or any other Affiliate of the U.S. Borrower providing services similar to the services provided by LSIFCS to the U.S. Borrower and any of its other Subsidiaries in the ordinary course of business;

(j) Indebtedness of the U.S. Borrower and its Subsidiaries in the form of Real Estate Financing Transactions and any Permitted Refinancing Indebtedness in respect thereof, provided the aggregate principal amount of all Indebtedness permitted under this Section 6.01(j) and Section 6.01(k) (including all such Indebtedness existing on the Amendment Effective Date and listed on Schedule 6.01) does not exceed in the aggregate \$350,000,000 at any time outstanding;

(k) Indebtedness of the U.S. Borrower and its Subsidiaries in the form of Equipment Financing Transactions and any Permitted Refinancing Indebtedness in respect thereof, provided the aggregate principal amount of all Indebtedness permitted under this Section 6.01(k) and Section 6.01(j) (including all such Indebtedness existing on the Amendment Effective Date and listed on Schedule 6.01) does not exceed in the aggregate \$350,000,000 at any time outstanding;

(l) Indebtedness arising from agreements of the U.S. Borrower or any of its Subsidiaries providing for indemnification, adjustment of purchase price or similar obligations, in each case, incurred in connection with the disposition of any business, assets or Equity Interests of a Subsidiary, other than guarantees of Indebtedness incurred by any Person acquiring all or any portion of such business, assets or Equity Interests of a Subsidiary; provided, however, that the maximum aggregate liability in respect of all such Indebtedness shall at no time exceed the gross proceeds actually received by the U.S. Borrower or such Subsidiary in connection with such disposition;

(m) customary unsecured indemnification obligations and other unsecured Guarantees of the U.S. Borrower incurred in connection with any Permitted Foreign Receivables Transaction or any Foreign Inventory Transaction;

(n) Indebtedness of the U.S. Borrower to any of its Subsidiaries or of any of its Subsidiaries to any of its Subsidiaries in connection with transactions incurred in the ordinary course of business in an amount not to exceed the value thereof and any related servicing fees;

(o) Indebtedness of the U.S. Borrower and its Subsidiaries arising from the honoring of a check, draft, wire transfer or similar instrument against insufficient funds; provided that such Indebtedness is unsecured other than by a Lien permitted pursuant to Section 6.02(l) or is supported by a Letter of Credit;

(p) Indebtedness of any Foreign Subsidiary (other than a Canadian Subsidiary) to any Person other than the U.S. Borrower or any of its Subsidiaries and any related unsecured Guarantees issued by the U.S. Borrower or any other Loan Party, including, without limitation, Indebtedness incurred in connection with any Permitted Foreign Receivables Transaction or any Foreign Inventory Transaction;

(q) Indebtedness of the U.S. Loan Parties secured by assets not constituting Collateral in reliance on Section 6.02(o); provided that such Indebtedness has a final maturity that is at least six months after the Maturity Date and does not have scheduled amortization in excess of 1% per

annum of the original principal amount thereof in any four Fiscal Quarter Period prior to that date that is six months after the Maturity Date;

(r) in addition to the foregoing Sections 6.01(a)-(q) and without duplication, Indebtedness of the U.S. Borrower and its Subsidiaries, provided that the aggregate principal amount of all Indebtedness outstanding at any time under this Section 6.01(r) shall not exceed the greater of (x) \$200,000,000 and (y) 10% of the Consolidated Net Tangible Assets of the U.S. Borrower, in each case at any time outstanding;

(s) Capital Lease Obligations of the U.S. Borrower or any of its Subsidiaries not exceeding \$100,000,000 in aggregate principal amount at any time outstanding;

(t) obligations of the U.S. Borrower to purchase Equity Interests from present or former employees, directors or other recipients (and their beneficiaries) of such Equity Interests under the U.S. Borrower's incentive compensation plans and agreements as provided under such plans and agreements;

(u) Indebtedness of a Subsidiary of the U.S. Borrower acquired after the Amendment Effective Date outstanding on the date on which that Subsidiary was acquired by the U.S. Borrower (other than Indebtedness incurred as consideration in, or to provide all or any portion of the funds or credit support utilized to consummate, the transaction or series of transactions pursuant to which that Subsidiary became a Subsidiary of the U.S. Borrower); provided that at the time that such Subsidiary became a Subsidiary of the U.S. Borrower and after giving effect to the incurrence of that Indebtedness, (i) the U.S. Borrower would be in compliance with the Consolidated Fixed Charge Coverage Ratio test set forth in Section 6.14(a) (whether or not such covenant is otherwise then applicable) or (ii) such Consolidated Fixed Charge Coverage Ratio would have been greater than such ratio immediately prior to such transaction; and

(v) Indebtedness in connection with one or more standby letters of credit or performance bonds issued by the U.S. Borrower or any of its Subsidiaries in the ordinary course of business or pursuant to self-insurance obligations and not in connection with the borrowing of money or the obtaining of advances or credit.

SECTION 6.02. Liens. No Loan Party shall, nor shall any Loan Party permit any of its Subsidiaries or the LS&Co. Trust to, directly or indirectly, create, incur, assume or suffer to exist any Lien upon any of its property, assets or revenues, whether now owned or hereafter acquired, other than the following:

(a) Permitted Encumbrances;

(b) Liens existing on the Amendment Effective Date and listed on Schedule 6.02 and any renewals or extensions thereof, provided that the property covered thereby is not increased (except as contemplated thereby) and any renewal or extension of the obligations secured or benefited thereby constitutes Permitted Refinancing Indebtedness;

(c) purchase money Liens upon or in real property or Equipment acquired or held by the U.S. Borrower or any of its Subsidiaries in the ordinary course of business to secure the purchase price of such property or to secure Indebtedness incurred solely for the purpose of financing the acquisition or improvement of any such property to be subject to such Liens and any Permitted Refinancing Indebtedness in respect thereof, or Liens existing on any such property at the time of

acquisition (other than any such Liens created in contemplation of such acquisition that do not secure the purchase price), any Permitted Refinancing Indebtedness in respect thereof; provided, however, that no such Lien shall extend to or cover any property other than the property being acquired or improved; and provided, further, that the aggregate principal amount of the Indebtedness secured by Liens permitted by this Section 6.02(c) shall not exceed the amount permitted under Section 6.01(g);

(d) Liens consisting of assignments, pledges or deposits securing the performance of, or payment in respect of, the customs duties owed to customs and revenue authorities arising in the ordinary course of business and as a matter of law in connection with the importation of goods, or securing guarantees, standby letters of credit, performance bonds or other similar bonds which, in turn, secure the payment of such customs duties to customs or revenue authorities;

(e) Liens arising in connection with Capital Lease Obligations permitted under Section 6.01(s); provided that no such Lien shall extend to or cover any Collateral or assets other than the assets subject to such Capital Lease Obligations and the proceeds thereof;

(f) Liens (other than Liens on assets of LSIFCS) attaching to ownership interests in joint ventures (whether in partnership, corporate or other form) or attaching to intellectual property rights relating to such joint ventures;

(g) Liens (other than Liens on assets of LSIFCS) created in connection with (A) Equipment Financing Transactions and Permitted Refinancing Indebtedness in respect thereof permitted under Section 6.01(k) and (B) Real Estate Financing Transactions and Permitted Refinancing Indebtedness in respect thereof permitted under Section 6.01(j); provided, however, that no such Lien shall extend to or cover property (other than the property subject to such Equipment Financing Transaction or Real Estate Financing Transaction) or Collateral;

(h) Liens created pursuant to applications or reimbursement agreements pertaining to documentary letters of credit which encumber documents and goods of the U.S. Borrower or any of its Subsidiaries (other than LSIFCS or the LS&Co. Trust) constituting part of the goods covered by the applicable letter of credit and the products and proceeds thereof;

(i) Liens in favor of the counterparty to a repurchase agreement entered into in the ordinary course of business and permitted under Section 6.04(d) on the Cash Equivalents that are the subject of such repurchase agreement;

(j) any interest or title of a lessor or a sublessor and any restriction or encumbrance to which the interest or title of such lessor or sublessor may be subject that is incurred in the ordinary course of business and, either individually or when aggregated with all other permitted Liens in effect on any date of determination, could not be reasonably expected to have a Material Adverse Effect;

(k) leases or subleases granted to others not interfering with the ordinary conduct of the business of the grantor thereof;

(l) Liens arising solely by virtue of any statutory or common law provision relating to banker's Liens, rights of setoff or similar rights and remedies as to deposit accounts or other funds maintained with a creditor depository institution, or by virtue of the terms of a customary account agreement relating to a deposit account; provided that (i) such deposit account is not a U.S. Borrowing Base Cash Collateral Account or Canadian Borrowing Base Cash Collateral Account and is not subject to restrictions against access by the U.S. Borrower or any of its Subsidiaries owning the affected deposit

account or other funds maintained with a creditor depository institution in excess of those set forth by regulations promulgated by the Federal Reserve Board or any foreign regulatory agency performing an equivalent function, and (ii) such deposit account is not intended by the U.S. Borrower or any of its Subsidiaries to provide collateral (other than such as is ancillary to the establishment of such deposit account) to the depository institution;

(m) Liens, assignments and pledges of rights to receive premiums, interest or loss payments or otherwise arising in connection with any insurance or reinsurance agreements pertaining to losses covered by insurance, and Liens (including, without limitation and to the extent constituting Liens, negative pledges) in favor of insurers or reinsurers on pledges or deposits by the U.S. Borrower or any of its Subsidiaries under workmens' compensation laws, unemployment insurance laws or similar legislation;

(n) Liens on property of any Foreign Subsidiary (other than a Canadian Loan Party) securing obligations of Foreign Subsidiaries (other than a Canadian Loan Party);

(o) In addition to the foregoing Sections 6.02(a)-(n), Liens on assets other than Collateral securing Indebtedness permitted by Section 6.01 in an aggregate principal amount not to exceed the greater of (x) an amount equal to \$1,600,000,000 minus the aggregate amount of the Commitments then in effect and (y) the amount that, on a pro forma basis assuming all Commitments then in effect were fully drawn, would not cause the Secured Leverage Ratio of the U.S. Borrower to exceed 3.25 to 1.00 as of the most recent date for which financial statements have been delivered pursuant to Section 5.01(a) or (b) prior to the date of incurrence of such Liens; provided that in the case of each of clauses (x) and (y), the trustee or agent, as applicable, for the holders of the Indebtedness secured by such Liens enter into a customary intercreditor agreement with the Administrative Agent in form and substance reasonably satisfactory to the Administrative Agent and the Lenders;

(p) Liens on cash, Cash Equivalents or other assets of the U.S. Borrower or any of its Subsidiaries deposited in a margin account securing Ordinary Course Swap Agreements permitted under Section 6.01(l);

(q) In addition to the foregoing Sections 6.02(a)-(p), other Liens on assets other than Collateral securing Indebtedness outstanding of the U.S. Borrower or any of its Subsidiaries (other than the LS&Co. Trust) permitted by Section 6.01 in an aggregate principal amount not to exceed 5.0% of the Consolidated Net Tangible Assets of the U.S. Borrower as of the most recent date for which financial statements have been delivered pursuant to Section 5.01(a) or (b) prior to the date of incurrence of such Liens;

(r) Liens (including, without limitation and to the extent constituting Liens, negative pledges) on intellectual property arising from intellectual property licenses entered into in the ordinary course of business; and

(s) Liens on cash or Cash Equivalents held as proceeds of Permitted Refinancing Indebtedness pending the payment, purchase, defeasance or other retirement of the Indebtedness being refinanced.

SECTION 6.03. Fundamental Changes. No Loan Party shall, nor shall any Loan Party permit any of its Subsidiaries or the LS&Co. Trust to, directly or indirectly, merge, amalgamate, dissolve, liquidate, consolidate with or into another Person, or Dispose of (whether in one transaction or in a series of transactions) all or substantially all of its assets

(whether now owned or hereafter acquired) to or in favor of any Person, except that, so long as no Default or Event of Default has occurred and is continuing or would result therefrom:

- (a) any Domestic Subsidiary may merge into or consolidate with, or may be liquidated, wound-up or dissolved into, the U.S. Borrower or any other Domestic Subsidiary; provided that (i) the Person formed by such merger or consolidation, or into which such Domestic Subsidiary is liquidated, wound-up or dissolved (A) in the case of any such transaction involving the U.S. Borrower, shall be the U.S. Borrower and (B) in the case of any such transaction involving a U.S. Guarantor and not the U.S. Borrower, shall be a U.S. Guarantor and (ii) concurrently with or prior to the consummation of such transaction, the U.S. Borrower shall have or caused to be delivered to the Administrative Agent such instruments, agreements or other documents as the Administrative Agent may reasonably request;
- (b) any Canadian Subsidiary may merge into, amalgamate or consolidate with, or may be liquidated, wound-up or dissolved into, the Canadian Borrower or any other Canadian Subsidiary; provided that (i) the Person formed by such merger, amalgamation or consolidation, or into which such Canadian Subsidiary is liquidated, wound-up or dissolved (A) in the case of any such transaction involving the Canadian Borrower, shall be the Canadian Borrower and (B) in the case of any such transaction involving a Multicurrency Loan Guarantor and not the Canadian Borrower, shall be a Multicurrency Loan Guarantor and (ii) concurrently with or prior to the consummation of such transaction, the Canadian Borrower shall have or caused to be delivered to the Administrative Agent such instruments, agreements or other documents as the Administrative Agent may reasonably request;
- (c) any Foreign Subsidiary (other than a Canadian Loan Party) may merge into or consolidate with, or may be liquidated, wound-up or dissolved into, the U.S. Borrower or any Subsidiary; provided that the Person formed by such merger or consolidation, or into which such Foreign Subsidiary is liquidated, wound-up or dissolved (i) in the case of any such transaction involving the U.S. Borrower shall be the U.S. Borrower, (ii) in the case of any such transaction involving the Canadian Borrower shall be the Canadian Borrower and (iii) in the case of any such transaction involving a Loan Guarantor and not the U.S. Borrower or the Canadian Borrower, shall be a Loan Guarantor;
- (d) the LS&Co. Trust may merge into or consolidate with any other trust adopted and maintained by the U.S. Borrower for a similar purpose pursuant to a trust agreement in form and substance reasonably satisfactory to the Administrative Agent;
- (e) the U.S. Borrower and any of its Subsidiaries may make any Disposition permitted pursuant to Section 6.05(k) or 6.05(m); and
- (f) Dispositions permitted by Section 6.05(p).

SECTION 6.04. Investments, Loans, Advances, Guarantees and Acquisitions. No Loan Party shall, nor shall any Loan Party permit any of its Subsidiaries or the LS&Co. Trust to, directly or indirectly, make or hold any Investments, except:

- (a) loan Investments existing on the Amendment Effective Date and described on Schedule 6.04 and any extensions or renewals thereof or conversions of any such loan Investments to equity Investments;
- (b) equity Investments by the U.S. Borrower and its Subsidiaries in their Subsidiaries existing on the Amendment Effective Date and described on Schedule 6.04;

(c) advances by the U.S. Borrower or any of its Subsidiaries to officers, directors and employees of the U.S. Borrower or any of its Subsidiaries for travel, entertainment, relocation and analogous ordinary business purposes;

(d) Investments by the U.S. Borrower or any Domestic Subsidiary in Short-term Investments held either (i) in an account subject to a control agreement or (ii) in an account not subject to a control agreement, provided that the aggregate amount of assets of all Loan Parties in all accounts of all such Persons not subject to control agreements in favor of the Administrative Agent at no time exceeds \$10,000,000;

(e) Investments by the U.S. Borrower or any of its Domestic Subsidiaries in the form of extensions of credit to customers or direct or indirect suppliers of the U.S. Borrower or any of its Domestic Subsidiaries in the ordinary course of business;

(f) Investments by (i) any U.S. Loan Party in any other U.S. Loan Party, (ii) any Canadian Loan Party in any Loan Party and (iii) any Subsidiary of the U.S. Borrower that is not a Loan Party in the U.S. Borrower or any of its Subsidiaries;

(g) Investments by any Foreign Subsidiary (other than a Canadian Loan Party);

(h) Investments consisting of mergers and consolidations permitted under Section 6.03 and Restricted Payments and payments of other Indebtedness permitted under Section 6.08;

(i) so long as the Minimum Intercompany Transaction Requirement is met (unless pro forma Availability is not less than the greater of (x) \$75.0 million and (y) 10% of the Line Cap, in which case, the Minimum Intercompany Transaction Requirement need not be met), Investments among the U.S. Borrower and any of its Subsidiaries;

(j) other Investments by the U.S. Borrower and its Subsidiaries in any Subsidiary of the U.S. Borrower not otherwise permitted under this Section 6.04, provided that (i) no Default or Event of Default shall have occurred and be continuing at the time such Investment is made or after giving effect thereto and (ii) after giving effect thereto, pro forma Availability is not less than the greater of (x) \$100.0 million and (y) 15% of the Line Cap;

(k) other Investments by the U.S. Borrower and its Subsidiaries not otherwise permitted under this Section 6.04, provided that (i) no Default shall have occurred and be continuing at the time such Investment is made or after giving effect thereto and (ii) after giving effect thereto, (1) such other Investments by the U.S. Borrower and its Subsidiaries pursuant to this clause (k) shall not exceed \$40,000,000 in the aggregate and (2) the Consolidated Fixed Charge Coverage Ratio for the period of four consecutive Fiscal Quarters ended on the last day of the Fiscal Quarter most recently reported is not less than 1.00 to 1.00;

(l) Investments by the U.S. Borrower into the LS&Co. Trust and by the LS&Co. Trust permitted by the LS&Co. Trust Agreement; and

(m) any Investment made in a Person to the extent the Investment represents the non-cash portion of the consideration received in connection with a Disposition consummated in compliance with clause (l) of Section 6.05;

provided further, that (i) the requirements of this Section 6.04 (other than the requirements of Section 6.04(d)) shall not apply to any Investment when the Payment Conditions with respect thereto are satisfied and the Loan Parties shall have delivered to the Administrative Agent either a certificate of a Financial Officer (with reasonably detailed calculations) certifying satisfaction of the Payment Conditions or other evidence of the same reasonably satisfactory to the Administrative Agent and (ii) no Default or Event of Default shall be deemed to have occurred if the Payment Conditions with respect to any Investment cease to be satisfied based solely on any Investments made when the Payment Conditions with respect thereto were satisfied.

SECTION 6.05. Asset Sales. No Loan Party shall, nor shall any Loan Party permit any of its Subsidiaries or the LS&Co. Trust to, directly or indirectly, make any Disposition or enter into any agreement to make any Disposition, except:

- (a) Dispositions of obsolete or worn out property, whether now owned or hereafter acquired, in the ordinary course of business, including any property no longer used in the business;
- (b) Dispositions of Inventory (i) in the ordinary course of business or (ii) by the U.S. Borrower or any of its Subsidiaries to the U.S. Borrower or any of its Subsidiaries in arm's-length transactions in the ordinary course of business;
- (c) Dispositions of past due accounts receivable to collection agencies in connection with the collection thereof in the ordinary course of business;
- (d) Dispositions by any Foreign Subsidiary (other than a Canadian Loan Party);
- (e) Dispositions permitted by Section 6.03;
- (f) Dispositions of real property pursuant to Real Estate Financing Transactions permitted under Section 6.01(j);
- (g) Dispositions of accounts receivable and other payment obligations owing to Loan Parties in the ordinary course so long as the Outstanding Receivables Amount (i) does not exceed \$75,000,000 at any time and (ii) does not consist of Accounts and other payment obligations of more than two Account Debtors at any time;
- (h) Transfers and contributions of funds from time to time (i) by the U.S. Borrower to trusts adopted and maintained by the U.S. Borrower in connection with the deferred compensation plans adopted by the U.S. Borrower (collectively, the "LS&Co. Deferred Compensation Plan") for the purpose of contributing funds to be held until paid to participants in the LS&Co. Deferred Compensation Plan and their beneficiaries (together with any successors, collectively, the "LS&Co. Trust") pursuant to the related trust agreements (collectively, the "LS&Co. Trust Agreement") and (ii) by the LS&Co. Trust to plan participants or the U.S. Borrower in accordance with the LS&Co. Trust Agreement;
- (i) Licenses of intellectual property rights (other than, prior to the Trademark Release Date, the Eligible Trademark Collateral) other than in the ordinary course of business or other Dispositions of all right, title and interest in any intellectual property (other than, prior to the Trademark Release Date, licenses of the Eligible Trademark Collateral), provided that each such Disposition is for fair market value (in the case of any material Disposition, as determined in good faith by the board of directors of the U.S. Borrower), provided further that, with respect to the intellectual property subject to any such Disposition, the sales in the applicable jurisdictions for the prior twelve-month period of

Inventory using such intellectual property in the production thereof do not in the aggregate (A) with respect to any single Disposition (or series of Dispositions) account for more than five percent (5%) of the consolidated net sales of the U.S. Borrower and its Subsidiaries for the prior twelve-month period and (B) with respect to all such Dispositions account for more than ten percent (10%) of the consolidated net sales of the U.S. Borrower and its Subsidiaries for the prior twelve-month period;

(j) Dispositions of equipment pursuant to Equipment Financing Transactions permitted under Section 6.01(k);

(k) so long as the Minimum Intercompany Transaction Requirement is met (unless pro forma Availability is not less than the greater of (x) \$75.0 million and (y) 10% of the Line Cap, in which case, the Minimum Intercompany Transaction Requirement need not be met), Dispositions by the U.S. Borrower or any of its Subsidiaries to the U.S. Borrower or any of its Subsidiaries of property other than Inventory, Accounts and, on or prior to the Trademark Release Date, the Eligible Trademark Collateral; provided that nothing in this Agreement or the other Loan Documents shall prohibit Dispositions by any of the U.S. Loan Parties to any of the other U.S. Loan Parties;

(l) other Dispositions by the U.S. Borrower and its Subsidiaries of property other than Inventory, Accounts and intellectual property (other than following the Trademark Release Date, the Eligible Trademark Collateral); provided that (i) at the time of any such Disposition, no Default or Event of Default shall exist or shall result from such Disposition; (ii) the consideration received for such Disposition shall be in an amount at least equal to the fair market value of the assets sold, transferred, licensed or otherwise disposed of; (iii) at least seventy-five percent (75%) of the consideration received for such Disposition shall be cash; and (iv) the aggregate fair market value of all assets so sold, transferred, licensed or otherwise disposed of by the U.S. Borrower and its Subsidiaries shall not exceed \$50,000,000 in any Fiscal Year;

(m) Dispositions constituting leases or subleases granted to others in the ordinary course of business not interfering with the ordinary conduct of the business of the grantor thereof;

(n) Dispositions involving the liquidation of any Foreign Subsidiary (other than a Canadian Loan Party) held directly by any Borrower or any Guarantor, provided that such Disposition is for the purpose of converting the U.S. Borrower's business in such foreign region into licensee operations;

(o) Dispositions of Short-term Investments in exchange for cash or other Short-term Investments;

(p) Dispositions by the U.S. Borrower and its Subsidiaries of art and archived materials (as reasonably determined in good faith by the U.S. Borrower) with the fair market value (as reasonably determined in good faith by the U.S. Borrower) not to exceed \$15,000,000 in the aggregate during the term of this Agreement; provided that (i) such art or archived materials do not constitute Inventory, Accounts or, on or prior to the Trademark Release Date, Eligible Trademark Collateral; (ii) such art or archived materials do not constitute a productive asset of the general type used in the business of the U.S. Borrower and its Subsidiaries; and (iii) at the time of any such Disposition, no Default or Event of Default shall exist or result from such Disposition; and

(q) licenses of intellectual property in the ordinary course of business.

SECTION 6.06. Sale and Leaseback Transactions. Except as otherwise permitted pursuant to Section 6.01 and Section 6.05, no Loan Party shall, nor shall it permit any of its Subsidiaries or the LS&Co. Trust to, enter into any arrangement, directly or indirectly, whereby it shall sell or transfer any property, real or personal, used or useful in its business, whether now owned or hereafter acquired, and thereafter rent or lease such property or other property that it intends to use for substantially the same purpose or purposes as the property sold or transferred.

SECTION 6.07. Swap Agreements. No Loan Party shall, nor shall it permit any of its Subsidiaries or the LS&Co. Trust to, enter into any Swap Agreement, except (a) Swap Agreements entered into to hedge or mitigate risks to which any Borrower or any Subsidiary has actual exposure (other than those in respect of Equity Interests of any Borrower or any of its Subsidiaries), (b) Swap Agreements entered into in order to effectively cap, collar or exchange interest rates (from fixed to floating rates, from one floating rate to another floating rate or otherwise) with respect to any interest-bearing liability or investment of any Borrower or any Subsidiary, and (c) Ordinary Course Swap Agreements.

SECTION 6.08. Restricted Payments; Certain Payments of Indebtedness.

(a) No Loan Party shall, nor shall any Loan Party permit any of its Subsidiaries or the LS&Co. Trust to, pay or make, directly or indirectly, any Restricted Payments, except that, so long as no Default or Event of Default shall have occurred and be continuing at the time of any action described below or would result therefrom: (i) the U.S. Borrower may declare and pay dividends and distributions payable only in Equity Interests (other than Disqualified Stock) of the U.S. Borrower, (ii) the U.S. Borrower may purchase Equity Interests from present or former employees, directors or other recipients (and their beneficiaries) of such Equity Interests under the U.S. Borrower's incentive compensation plans and agreements as provided under such plans and agreements for aggregate consideration not to exceed \$20.0 million in any twelve (12) Fiscal Month period, (iii) Restricted Payments to a U.S. Loan Party, (iv) Restricted Payments by any Foreign Subsidiary to any Canadian Loan Party and (v) Restricted Payments by any Foreign Subsidiary (other than a Canadian Loan Party) to any Foreign Subsidiary; provided that (i) the requirements of this Section 6.08(a) shall not apply to any Restricted Payment when the Payment Conditions with respect thereto are satisfied and the Loan Parties shall have delivered to the Administrative Agent either a certificate of a Financial Officer (with reasonably detailed calculations) certifying satisfaction of the Payment Conditions or other evidence of the same reasonably satisfactory to the Administrative Agent and (ii) no Default or Event of Default shall be deemed to have occurred if the Payment Conditions with respect to any Restricted Payment cease to be satisfied based solely on any Restricted Payments made when the Payment Conditions with respect thereto were satisfied.

(b) No Loan Party shall, nor shall any Loan Party permit any of its Subsidiaries or the LS&Co. Trust to, prepay, redeem, purchase, defease or otherwise satisfy prior to the scheduled maturity thereof in any manner (collectively, a "prepayment") any Indebtedness, except (i) the prepayment of the Loans in accordance with the terms of this Agreement, (ii) the prepayment of Indebtedness payable to a U.S. Loan Party, (iii) the prepayment of Indebtedness payable to a Canadian Loan Party by any Foreign Subsidiary, (iv) the prepayment of Indebtedness owed to any Foreign Subsidiary by any Foreign Subsidiary (other than a Canadian Loan Party), (v) the prepayment of the outstanding principal amount of, premium or penalty, if any, and interest on any Indebtedness (other than the Loans) that is secured by a Lien on the stock or assets in question and that is required to be repaid under the terms thereof as a result of a permitted Disposition, (vi) the prepayment of Indebtedness, in whole or in part, from the net cash proceeds of (or in exchange for) Permitted Refinancing Indebtedness,

(vii) the close out of Ordinary Course Swap Agreements, (viii) the prepayment of Indebtedness of the U.S. Borrower to any of its Subsidiaries and Indebtedness of any of its Subsidiaries to the U.S. Borrower or any of its other Subsidiaries to the extent such Indebtedness to be prepaid is permitted pursuant to Section 6.01, in each case, in accordance with any subordination terms thereof; provided in the case of a prepayment of Indebtedness of a Loan Party, at the time of such prepayment, such Loan Party would have been permitted to make an Investment in the Person to whom such prepayment is made in the amount of such prepayment, and (ix) prepayment, redemption, defeasance, repurchase or other acquisition or retirement for value of the Existing Yen Notes and the Existing Euro Notes, in each case required pursuant to the terms thereof as in effect on the Amendment Effective Date; provided that (i) the requirements of this Section 6.08(b) shall not apply to any payment in respect of any Indebtedness when the Payment Conditions with respect to such payment are satisfied and the Loan Parties shall have delivered to the Administrative Agent either a certificate of a Financial Officer (with reasonably detailed calculations) certifying satisfaction of the Payment Conditions or other evidence of the same reasonably satisfactory to the Administrative Agent and (ii) no Default or Event of Default shall be deemed to have occurred if the Payment Conditions with respect to any such payment in respect of Indebtedness cease to be satisfied based solely on any payments in respect of Indebtedness made when the Payment Conditions with respect thereto were satisfied.

SECTION 6.09. Transactions with Affiliates. Except as permitted by Section 6.08(a), no Loan Party shall, nor shall any Loan Party permit any of its Subsidiaries or the LS&Co. Trust to, directly or indirectly, enter into any transaction of any kind with any Affiliate of any Loan Party, whether or not in the ordinary course of business, other than on terms substantially as favorable to the U.S. Borrower or such Subsidiary or the LS&Co. Trust as would be obtainable by the U.S. Borrower or such Subsidiary or the LS&Co. Trust at the time in a comparable arm's-length transaction with a Person other than an Affiliate; provided that Dispositions permitted by Section 6.05(p) shall not be subject to these limitations.

SECTION 6.10. Restrictive Agreements. No Loan Party shall, nor shall any Loan Party permit any of its Subsidiaries or the LS&Co. Trust to, directly or indirectly, enter into or suffer to exist any agreement or arrangement limiting the ability of any of such Subsidiaries or the LS&Co. Trust to declare or pay dividends or other distributions in respect of its Equity Interests or repay or prepay any Indebtedness owed to, make loans or advances to, or otherwise transfer assets to or invest in, the U.S. Borrower or any of such Subsidiaries or the LS&Co. Trust (whether through a covenant restricting dividends, loans, asset transfers or investments, a financial covenant or otherwise), except (a) the Loan Documents, (b) restrictions on the declaration or payment or other distributions in respect of such Equity Interests contained in documentation for any Indebtedness permitted under Section 6.01(b), provided such restrictions are not more restrictive than the restrictions contained in the unsecured Indebtedness listed on Schedule 6.01 as in effect on the Amendment Effective Date, (c) restrictions on the transfer of the property subject to Equipment Financing Transactions permitted under Section 6.01(k) and Real Estate Financing Transactions permitted under Section 6.01(j) and Dispositions permitted under Section 6.05, (d) restrictions placed on the transfer by a Subsidiary of intellectual property rights granted by the U.S. Borrower in connection with the terms of licenses between the U.S. Borrower and any of its Subsidiaries relating to such intellectual property rights, (e) restrictions required to be placed on the transfer of property pursuant to a Lien permitted under Section 6.02, and (f) restrictions contained in the documentation for Indebtedness secured by a Lien permitted under Section 6.02(o) that are customary for financings of that type as determined in good faith by the board of directors of the U.S. Borrower.

SECTION 6.11. Amendment of Material Documents.

(a) No Loan Party shall, nor shall it permit any of its Subsidiaries or the LS&Co. Trust to, amend, modify or waive any of its rights under (i) any agreement relating to any Subordinated Indebtedness or (ii) its certificate of incorporation, by-laws, operating, management or partnership agreement or other organizational documents to the extent any such amendment, modification or waiver would be materially adverse to the Lenders.

(b) No Loan Party shall, nor shall it permit any of its Subsidiaries or the LS&Co. Trust to, amend or otherwise change the terms of any Indebtedness (including without limitation any terms of any security agreement relating to any Indebtedness) in a manner that is materially adverse to the Lenders.

SECTION 6.12. Negative Pledges. No Loan Party shall, nor shall any Loan Party permit any of its Subsidiaries or the LS&Co. Trust to, directly or indirectly, enter into or suffer to exist, any agreement prohibiting or conditioning the creation or assumption of any Lien upon any of its property or assets except:

(a) negative pledges existing on property of the U.S. Borrower and its Subsidiaries on the Amendment Effective Date and listed on Schedule 6.12;

(b) negative pledges in favor of the Administrative Agent, the Multicurrency Administrative Agent and the Lenders pursuant to the Loan Documents;

(c) negative pledges in connection with any purchase money Indebtedness permitted under Section 6.01(g) solely to the extent that the agreement or instrument governing such Indebtedness prohibits a Lien on the property acquired with the proceeds of such Indebtedness;

(d) negative pledges in connection with any Capital Lease Obligation permitted under Section 6.01(t) solely to the extent that such Capital Lease Obligation prohibits a Lien on the property subject thereto;

(e) negative pledges on the property subject to Equipment Financing Transactions permitted under Section 6.01(k) and Real Estate Financing Transactions permitted under Section 6.01(j), and negative pledges on the property subject to Liens permitted under Section 6.02;

(f) negative pledges on intellectual property rights (other than, prior to the Trademark Release Date, Eligible Trademark Collateral) licensed from third parties;

(g) negative pledges with respect to Indebtedness of Foreign Subsidiaries (other than Canadian Loan Parties) that only apply to the assets of such Foreign Subsidiaries; and

(h) negative pledges in Indebtedness permitted by Section 6.01; provided that such negative pledges do not restrict the Loan Parties from securing the Obligations with Liens on any of their assets (except for restrictions contained in Indebtedness secured by Liens permitted by Section 6.02 which Liens apply only to the assets securing such Indebtedness).

SECTION 6.13. Changes in Nature of Business; Fiscal Year. No Loan Party shall, nor shall any Loan Party permit any of its Subsidiaries to, directly or indirectly engage in any material line of business not related, incidental or complementary to the

manufacture and sale of clothing and accessories. The LOS Business is a business that is related to, complementary to, or incidental to the manufacture and sale of clothing within the meaning of the preceding sentence. No Loan Party shall change its fiscal year-end to a date other than the date specified (as of the Amendment Effective Date) in the definition of Fiscal Year.

SECTION 6.14. Financial Covenant.

(a) Consolidated Fixed Charge Coverage Ratio. During any Compliance Period, the Borrower will not permit the Consolidated Fixed Charge Coverage Ratio for any twelve Fiscal Month period ending on the last day of each Fiscal Month, commencing with the Fiscal Month most recently ended prior to the commencement of such Compliance Period for which financial statements have been delivered pursuant to this Agreement or as of the last day of any subsequent Fiscal Month thereafter until the end of such Compliance Period, to be less than 1.0 to 1.0.

ARTICLE VII

Events of Default

If any of the following events (“Events of Default”) shall occur:

(a) any Borrower shall fail to pay any principal of any Loan or any reimbursement obligation in respect of any LC Disbursement when and as the same shall become due and payable, whether at the due date thereof or at a date fixed for prepayment thereof or otherwise;

(b) any Borrower shall fail to pay (i) any interest on any Loan payable under this Agreement, when and as the same shall become due and payable, and such failure shall continue unremedied for a period of five Business Days or (ii) any fee or any other amount (other than an amount referred to in clause (a) of this Article) payable under this Agreement, when and as the same shall become due and payable, and such failure shall continue unremedied for a period of five Business Days after written notice thereof from the Administrative Agent (which written notice shall be given at the request of any Lender);

(c) any representation or warranty made or deemed made by or on behalf of any Loan Party or any Subsidiary in, or in connection with, this Agreement or any other Loan Document or any amendment or modification hereof or thereof or waiver hereunder or thereunder, or in any report, certificate, financial statement or other document furnished pursuant to or in connection with this Agreement or any other Loan Document or any amendment or modification hereof or thereof or waiver hereunder or thereunder, shall prove to have been materially incorrect when made or deemed made;

(d) any Loan Party shall fail to observe or perform any covenant, condition or agreement contained in Section 5.02(a), 5.03 (with respect to a Loan Party’s existence), 5.08, 5.11 or in Article VI;

(e) any Loan Party shall fail to observe or perform any covenant, condition or agreement contained in this Agreement (other than those which constitute a default under another Section of this Article) or any other Loan Document, and such failure shall continue unremedied for a period of (i) 5 Business Days after the earlier of any Loan Party’s knowledge of such breach or written notice thereof from the Administrative Agent (which written notice will be given at the request of any Lender) if such breach relates to terms or provisions of Section 5.01(e), (f), (g) or (h) (or 2 Business Days if subclause (ii)

of the proviso in Section 5.01(e) shall apply), or (ii) 30 days after the earlier of any Loan Party's knowledge of such breach or written notice thereof from the Administrative Agent (which written notice will be given at the request of any Lender) if such breach relates to terms or provisions of any other Section of this Agreement or any other Loan Document;

(f) any Loan Party or any Subsidiary shall fail to make any payment (whether of principal or interest and regardless of amount) in respect of any Material Indebtedness, when and as the same shall become due and payable, including the passage of any notice and cure periods for such Material Indebtedness;

(g) any event or condition occurs that results in any Material Indebtedness becoming due prior to its scheduled maturity or that enables or permits (with or without the giving of notice, the lapse of time or both) the holder or holders of any Material Indebtedness or any trustee or agent on its or their behalf to cause any Material Indebtedness to become due, or to require the prepayment, repurchase, redemption or defeasance thereof, prior to its scheduled maturity; provided that this clause (g) shall not apply to secured Indebtedness that becomes due as a result of the voluntary sale or transfer of the property or assets securing such Indebtedness;

(h) an involuntary case or proceeding shall be commenced or an involuntary petition shall be filed seeking (i) bankruptcy, liquidation, winding up, dissolution, reorganization or other relief in respect of a Loan Party or any Material Domestic Subsidiary or its debts, or of a substantial part of its assets, under any federal, state or foreign bankruptcy, insolvency, receivership or similar law now or hereafter in effect, (ii) the appointment of a receiver, receiver and manager, interim receiver, trustee, custodian, sequestrator, monitor, administrator, liquidator, conservator or similar official for any Loan Party or any Material Domestic Subsidiary or for a substantial part of its assets, (iii) possession, foreclosure, seizure or retention, sale or other disposition of, or other proceedings to enforce security over, all or any substantial part of the assets, of such Loan Party or any Material Domestic Subsidiary, or (iv) the composition, rescheduling, reorganization, arrangement or readjustment of, or other relief from, or stay of proceedings to enforce, some or all of its debts or obligations of any Loan Party or any Material Domestic Subsidiary, in any such case, such proceeding or petition shall continue undismissed for 60 days or an order or decree approving or ordering any of the foregoing shall be entered;

(i) any Loan Party or any Material Domestic Subsidiary shall (i) voluntarily commence any proceeding or file any petition seeking liquidation, reorganization or other relief under any federal, state or foreign bankruptcy, insolvency, receivership or similar law now or hereafter in effect, (ii) consent to the institution of, or fail to contest in a timely and appropriate manner, any proceeding or petition described in clause (h) of this Article, (iii) apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for such Loan Party or any Material Domestic Subsidiary or for a substantial part of its assets, (iv) file an answer admitting the material allegations of a petition filed against it in any such proceeding, (v) make a general assignment for the benefit of creditors or (vi) take any action for the purpose of effecting any of the foregoing;

(j) any Loan Party or any Material Domestic Subsidiary shall become unable, admit in writing its inability or fail generally to pay its debts as they become due;

(k) (i) one or more judgments for the payment of money in an aggregate amount in excess of \$50,000,000 shall be rendered against any Loan Party, any Subsidiary of any Loan Party or any combination thereof and the same shall remain undischarged for a period of 30 consecutive days during which execution shall not be effectively stayed, or any action shall be legally taken by a judgment creditor

to attach or levy upon any assets of any Loan Party or any Subsidiary of any Loan Party to enforce any such judgment; or (ii) any Loan Party or any Subsidiary of any Loan Party shall fail within 30 days to discharge one or more non-monetary judgments or orders which, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect, which judgments or orders, in any such case, are not stayed on appeal or otherwise being appropriately contested in good faith by proper proceedings diligently pursued;

(l) an ERISA Event shall have occurred that, in the opinion of the Required Lenders, when taken together with all other ERISA Events that have occurred, could reasonably be expected to result in liability of the Borrowers and their Subsidiaries in an aggregate amount exceeding \$50,000,000 in any year for all periods;

(m) a Change of Control shall occur;

(n) any Loan Guaranty shall fail to remain in full force or effect or any action shall be taken by any Loan Party to discontinue or to assert the invalidity or unenforceability of any Loan Guaranty or any Loan Guarantor shall deny that it has any further liability under any Loan Guaranty to which it is a party, or shall give notice to such effect, except where due to such Loan Party's permitted liquidation or dissolution under the terms of this Agreement;

(o) except as permitted by the terms of any Collateral Document, for any reason other than the failure of the Administrative Agent to take any action available to it to maintain perfection of the Administrative Agent's Liens pursuant to the Loan Documents, (i) any Collateral Document shall for any reason fail to create a valid security interest in any Collateral purported to be covered thereby, or (ii) any Lien securing any Secured Obligation shall cease to be a perfected, first priority Lien; or

(p) any Loan Document for any reason ceases to be valid, binding and enforceable against any applicable Loan Party in accordance with its terms (or any Loan Party shall challenge the enforceability of any Loan Document or shall assert in writing, or engage in any action or inaction based on any such assertion, that any provision of any of the Loan Documents has ceased to be or otherwise is not valid, binding and enforceable in accordance with its terms);

then, and in every such event (other than an event with respect to the Borrowers described in clause (h) or (i) of this Article), and at any time thereafter during the continuance of such event, the Administrative Agent may, and at the request of the Required Lenders shall, by notice to the Borrower Representative, take either or both of the following actions, at the same or different times: (i) terminate the Commitments, whereupon the Commitments shall terminate immediately, and (ii) declare the Loans then outstanding to be due and payable in whole (or in part, in which case any principal not so declared to be due and payable may thereafter be declared to be due and payable), whereupon the principal of the Loans so declared to be due and payable, together with accrued interest thereon and all fees and other obligations of the Borrowers accrued hereunder, shall become due and payable immediately, without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrowers; and in case of any event with respect to the Borrowers described in clause (h) or (i) of this Article, the Commitments shall automatically terminate and the principal of the Loans then outstanding, together with accrued interest thereon and all fees and other obligations of the Borrowers accrued hereunder, shall automatically become due and payable, without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrowers. Upon the occurrence and the continuance of an Event of Default, the Administrative Agent may, and at the request of the Required Lenders shall, exercise any rights and remedies provided to the Administrative Agent under the Loan

Documents or at law or equity, including all remedies provided under the UCC or the PPSA, as applicable.

ARTICLE VIII

The Administrative Agents

Each of the Lenders and each of the Issuing Banks hereby irrevocably appoints the Administrative Agent and, as applicable, the Canadian Administrative Agent, as its agent and authorizes each of the Administrative Agents to take such actions on its behalf, including execution of the other Loan Documents, and to exercise such powers as are delegated to the Applicable Administrative Agent by the terms of the Loan Documents, together with such actions and powers as are reasonably incidental thereto.

Each bank serving as the Administrative Agent or Canadian Administrative Agent hereunder shall have the same rights and powers in its capacity as a Lender as any other Lender and may exercise the same as though it were not the Administrative Agent or Canadian Administrative Agent, and such bank and its Affiliates may accept deposits from, lend money to and generally engage in any kind of business with the Loan Parties or any Subsidiary of a Loan Party or other Affiliate thereof as if it were not the Administrative Agent or Canadian Administrative Agent hereunder.

Neither of the Administrative Agents shall have any duties or obligations except those expressly set forth in the Loan Documents. Without limiting the generality of the foregoing, (a) neither of the Administrative Agents shall be subject to any fiduciary or other implied duties, regardless of whether a Default has occurred and is continuing, (b) neither of the Administrative Agents shall have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated by the Loan Documents that the Applicable Administrative Agent is required to exercise in writing as directed by the Required Lenders (or such other number or percentage of the Lenders as shall be necessary under the circumstances as provided in Section 9.02), and (c) except as expressly set forth in the Loan Documents, neither of the Administrative Agents shall have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to any Loan Party or any of its Subsidiaries that is communicated to or obtained by such bank serving as the Administrative Agent or Canadian Administrative Agent or any of its Affiliates in any capacity. Neither of the Administrative Agents shall be liable for any action taken or not taken by it with the consent or at the request of the Required Lenders (or such other number or percentage of the Lenders as shall be necessary under the circumstances as provided in Section 9.02) or in the absence of its own gross negligence or willful misconduct. Neither of the Administrative Agents shall be deemed to have knowledge of any Default unless and until written notice thereof is given to such Person by the Borrower Representative or a Lender, and such Person shall not be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with any Loan Document, (ii) the contents of any certificate, report or other document delivered hereunder or in connection with any Loan Document, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth in any Loan Document, (iv) the validity, enforceability, effectiveness or genuineness of any Loan Document or any other agreement, instrument or document, (v) the creation, perfection or priority of Liens on the Collateral or the existence of the Collateral, or (vi) the satisfaction of any condition set forth in Article IV or elsewhere in any Loan Document, other than to confirm receipt of items expressly required to be delivered to such Applicable Administrative Agent.

Each of the Administrative Agents shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or

other writing believed by it to be genuine and to have been signed or sent by the proper Person. Each of the Administrative Agents also may rely upon any statement made to it orally or by telephone and believed by it to be made by the proper Person, and shall not incur any liability for relying thereon. Each of the Administrative Agents may consult with legal counsel (who may be counsel for the Borrowers), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts.

Each of the Administrative Agents may perform any and all of its duties and exercise its rights and powers by or through any one or more sub-agents appointed by such Person. Each of the Administrative Agents and any such sub-agent may perform any and all of its duties and exercise its rights and powers through their respective Related Parties. The exculpatory provisions of the preceding paragraphs shall apply to any such sub-agent and to the Related Parties of each of the Administrative Agents and any such sub-agent, and shall apply to their respective activities in connection with the syndication of the credit facilities provided for herein as well as activities as the Administrative Agent or Canadian Administrative Agent.

Subject to the appointment and acceptance of a successor Applicable Administrative Agent as provided in this paragraph, each of the Administrative Agents may resign at any time by notifying the Lenders, the Issuing Banks and the Borrower Representative. Upon any such resignation, the Required Lenders shall have the right, with the consent of the Borrowers (unless an Event of Default shall have occurred and be continuing), to appoint a successor. If no successor shall have been so appointed by the Required Lenders and consented to by the Borrower (unless an Event of Default shall have occurred and be continuing) and shall have accepted such appointment within 30 days after the retiring agent gives notice of its resignation, then the retiring agent may, on behalf of the Lenders and the Issuing Banks, appoint a successor Administrative Agent or Canadian Administrative Agent, as applicable, which shall be a commercial bank or an Affiliate of any such commercial bank. Upon the acceptance of its appointment as an Administrative Agent or Canadian Administrative Agent, as applicable, hereunder by a successor, such successor shall succeed to and become vested with all the rights, powers, privileges and duties of the retiring Administrative Agent or Canadian Administrative Agent, as applicable, and the retiring Administrative Agent or Canadian Administrative Agent, as applicable, shall be discharged from its duties and obligations hereunder. The fees payable by the Borrowers to a successor Administrative Agent or Canadian Administrative Agent, as applicable, shall be the same as those payable to its predecessor unless otherwise agreed between the Borrowers and such successor. After an Administrative Agent or Canadian Administrative Agent, as applicable, resigns hereunder, the provisions of this Article, Section 2.17(d) and Section 9.03 shall continue in effect for the benefit of such retiring Person, its sub-agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while it was acting as an Applicable Administrative Agent.

Each Lender acknowledges that it has, independently and without reliance upon either of the Administrative Agents or any other Lender and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Each Lender also acknowledges that it will, independently and without reliance upon either of the Administrative Agents or any other Lender and based on such documents and information as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any other Loan Document or related agreement or any document furnished hereunder or thereunder.

Each Lender hereby agrees that (a) it has requested a copy of each Report prepared by or on behalf of the Administrative Agent; (b) the Administrative Agent (i) makes no representation or

warranty, express or implied, as to the completeness or accuracy of any Report or any of the information contained therein or any inaccuracy or omission contained in or relating to a Report and (ii) shall not be liable for any information contained in any Report; (c) the Reports are not comprehensive audits or examinations, and that any Person performing any field examination will inspect only specific information regarding the Loan Parties and will rely significantly upon the Loan Parties' books and records, as well as on representations of the Loan Parties' personnel and that the Administrative Agent undertakes no obligation to update, correct or supplement the Reports; (d) it will keep all Reports confidential and strictly for its internal use, not share the Report with any Loan Party or any other Person except as otherwise permitted pursuant to this Agreement; and (e) without limiting the generality of any other indemnification provision contained in this Agreement, it will pay and protect, and indemnify, defend, and hold the Administrative Agent and any such other Person preparing a Report harmless from and against, the claims, actions, proceedings, damages, costs, expenses, and other amounts (including reasonable attorney fees) incurred by each Applicable Administrative Agent or such other Person as the direct or indirect result of any third parties who might obtain all or part of any Report through the indemnifying Lender.

Each Co-Syndication Agent, each Co-Documentation Agent and each Joint Lead Arranger and Joint Bookrunner shall not have any right, power, obligation, liability, responsibility or duty under this Agreement other than those applicable to all Lenders as such.

ARTICLE IX

Miscellaneous

SECTION 9.01. Notices.

(a) Except in the case of notices and other communications expressly permitted to be given by telephone (and subject to paragraph (b) below), all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by facsimile, as follows:

- (i) if to any Loan Party, to the Borrower Representative at:

Levi Strauss & Co.
1155 Battery Street
San Francisco, CA 94111
Attention: Treasurer
Facsimile No: (415) 501-1342

with a copy to:

Levi Strauss & Co.
1155 Battery Street
San Francisco, CA 94111
Attention: Assistant Treasurer
Facsimile No: (415) 501-1342

and

Levi Strauss & Co.

1155 Battery Street
San Francisco, CA 94111
Attention: Manager of Treasury Operations
Facsimile No: (415) 501-1342

and

Levi Strauss & Co.
1155 Battery Street
San Francisco, CA 94111
Attention: Office of the General Counsel
Facsimile No: (415) 501-7650

- (ii) if to the Administrative Agent, JPMorgan Chase Bank, N.A., in its capacity as Issuing Bank or the Swingline Lender, to JPMorgan Chase Bank, N.A. at:

3 Park Plaza, Suite 900
Irvine, CA 92614
Attention: Annaliese Fisher
Facsimile No: (949) 471-9872

- (iii) if to the Multicurrency Administrative Agent, to JPMorgan Chase Bank, N.A., Toronto Branch at:

3 Park Plaza, Suite 900
Irvine, CA 92614
Attention: Annaliese Fisher
Facsimile No: (949) 471-9872

McMillan LLP

Brookfield Place
181 Bay Street, Suite 4400
Toronto, Ontario M5J 2T3
Canada
Attention: Jeff Rogers
Facsimile No: (647) 722-6742

- (iv) if to any other Lender, or any other Issuing Bank, to it at its address or facsimile number set forth in its Administrative Questionnaire.

All such notices and other communications (i) sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received or (ii) sent by facsimile shall be deemed to have been given when sent, provided that if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next Business Day for the recipient.

(b) Notices and other communications to the Lenders hereunder may be delivered or furnished by electronic communications (including e-mail and internet or intranet websites) pursuant to procedures approved by the Administrative Agent; provided that the foregoing shall not apply to notices pursuant to Article II or to compliance and no Default certificates delivered pursuant to Section 5.01(c)

unless otherwise agreed by the Administrative Agent and the applicable Lender. The Administrative Agent or the Borrower Representative (on behalf of the Loan Parties) may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it; provided that approval of such procedures may be limited to particular notices or communications. All such notices and other communications (i) sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), provided that if not given during the normal business hours of the recipient, shall be deemed to have been given at the opening of business on the next Business Day for the recipient, and (ii) posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient at its e-mail address as described in the foregoing clause (b)(i) of notification that such notice or communication is available and identifying the website address therefor.

(c) Any party hereto may change its address or facsimile number for notices and other communications hereunder by notice to the other parties hereto.

SECTION 9.02. Waivers; Amendments.

(a) No failure or delay by the Administrative Agent, the Multicurrency Administrative Agent, any Issuing Bank or any Lender in exercising any right or power hereunder or under any other Loan Document shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Administrative Agent, the Multicurrency Administrative Agent, any Issuing Bank and the Lenders hereunder and under any other Loan Document are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of any Loan Document or consent to any departure by any Loan Party therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) of this Section, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. Without limiting the generality of the foregoing, the making of a Loan or issuance of a Letter of Credit shall not be construed as a waiver of any Default, regardless of whether the Administrative Agent, the Multicurrency Administrative Agent, any Lender or any Issuing Bank may have had notice or knowledge of such Default at the time.

(b) Neither this Agreement nor any other Loan Document nor any provision hereof or thereof may be waived, amended or modified except (i) in the case of this Agreement, pursuant to an agreement or agreements in writing entered into by the Borrowers and the Required Lenders or (ii) in the case of any other Loan Document, pursuant to an agreement or agreements in writing entered into by the Administrative Agent, the Multicurrency Administrative Agent and the Loan Party or Loan Parties that are parties thereto, with the consent of the Required Lenders; provided that no such agreement shall (i) increase the Commitment of any Lender without the written consent of such Lender (including any such Lender that is a Defaulting Lender), (ii) reduce or forgive the principal amount of any Loan or LC Disbursement or reduce the rate of interest thereon, or reduce or forgive any interest or fees payable hereunder, without the written consent of each Lender (including any such Lender that is a Defaulting Lender) directly affected thereby, (iii) postpone any scheduled date of payment of the principal amount of any Loan or LC Disbursement, or any date for the payment of any interest, fees or other Obligations payable hereunder, or reduce the amount of, waive or excuse any such payment, or postpone the scheduled date of expiration of any Commitment, without the written consent of each Lender (including any such Lender that is a Defaulting Lender) directly affected thereby, (iv) change Section 2.10(b) that would alter the manner in which payments are shared under such section, without the written consent of

each Lender (including any such Lender that is a Defaulting Lender), (v) change Section 2.18(b) or (d) in a manner that would alter the manner in which payments are shared or proceeds from enforcement are applied, without the written consent of each Lender (including any such Lender that is a Defaulting Lender), (vi) modify the eligibility criteria used in the definitions contained in the definition of "U.S. Borrowing Base" or in the definition of "Canadian Borrowing Base", without the written consent of the Supermajority Revolving Lenders, (vii) increase the advance rates set forth in the definition of "U.S. Borrowing Base" or "Canadian Borrowing Base" without the consent of each Lender, (viii) change any of the provisions of this Section or the definition of "Required Lenders", "Supermajority Revolving Lenders" or any other provision of any Loan Document specifying the number or percentage of Lenders (or Lenders of any Class) required to waive, amend or modify any rights thereunder or make any determination or grant any consent thereunder, without the written consent of each Lender (including any such Lender that is a Defaulting Lender) directly affected thereby, (ix) change Section 2.20, without the consent of each Lender (other than any Defaulting Lender), (x) release any Loan Guarantor from its obligation under its Loan Guaranty or release any Borrower from its payment obligations with respect to principal and interest on the Loans, fees pursuant to Section 2.12 and reimbursement obligations with respect to any Letter of Credit (except as otherwise permitted herein or in the other Loan Documents), without the written consent of each Lender (other than any Defaulting Lender), or (xi) except as provided in clauses (c) and (d) of this Section or in any Collateral Document, release all or substantially all of the Collateral (or subordinate the Liens of the Administrative Agent under the Collateral Documents with respect to all or substantially all of the Collateral), without the written consent of each Lender (other than any Defaulting Lender); provided further that no such agreement shall amend, modify or otherwise affect the rights or duties of the Administrative Agent, the Multicurrency Administrative Agent, an Issuing Bank or the Swingline Lender hereunder without the prior written consent of the Administrative Agent, such Issuing Bank or the Swingline Lender, as the case may be (it being understood that any change to Section 2.20 shall require the consent of the Administrative Agent, the Multicurrency Administrative Agent, each Issuing Bank and the Swingline Lender). The Administrative Agent may also amend the Commitment Schedule to reflect assignments entered into pursuant to Section 9.04.

(c) The Lenders hereby irrevocably authorize the Administrative Agent, at its option and in its sole discretion, to release any Liens granted to the Administrative Agent by the Loan Parties on any Collateral (i) upon the termination of the Commitments, payment and satisfaction in full in cash of all Secured Obligations (other than Unliquidated Obligations), and the cash collateralization of all Unliquidated Obligations in a manner satisfactory to each affected Lender, (ii) constituting property being sold or disposed of if the Loan Party disposing of such property certifies to the Administrative Agent that the sale or disposition is made in compliance with the terms of this Agreement (and the Administrative Agent may rely conclusively on any such certificate, without further inquiry), and to the extent that the property being sold or disposed of constitutes 100% of the Equity Interest of a Subsidiary, the Administrative Agent is authorized to release any Loan Guaranty provided by such Subsidiary, (iii) constituting property leased to a Loan Party under a lease which has expired or been terminated in a transaction permitted under this Agreement, (iv) as required to effect any sale or other disposition of such Collateral in connection with any exercise of remedies of the Administrative Agent and the Lenders pursuant to Article VII or (v) in the case of the Eligible Trademark Collateral, so long as no Default has occurred and is continuing and on a pro forma basis after excluding the Trademark Amount from the U.S. Borrowing Base, the Revolving Exposure Limitations would not be exceeded. Except as provided in the preceding sentence, the Administrative Agent will not release any Liens on Collateral without the prior written authorization of the Required Lenders (or other percentage as specified in Section 9.02(b) above); provided that, the Administrative Agent may in its discretion, release its Liens on Collateral valued in the aggregate not in excess of \$10,000,000 during any calendar year without the prior written authorization of the Required Lenders. Any such release shall not in any manner discharge, affect or impair the

Obligations or any Liens (other than those expressly being released) upon (or obligations of the Loan Parties in respect of) all interests retained by the Loan Parties, including the proceeds of any sale, all of which shall continue to constitute part of the Collateral. The Lenders hereby further authorize the Administrative Agent, at its option and in its sole discretion, to release any Guarantor (other than a Borrower) from its obligations under the Loan Documents upon any Disposition of Equity Interests of such Guarantor made in compliance with Section 6.05 following which such Guarantor ceases to be a Subsidiary of the U.S. Borrower.

(d) If, in connection with any proposed amendment, waiver or consent requiring the consent of "each Lender" or "each Lender affected thereby," the consent of the Required Lenders is obtained, but the consent of other necessary Lenders is not obtained (any such Lender whose consent is necessary but not obtained being referred to herein as a "Non-Consenting Lender"), then the Borrowers may elect to replace a Non-Consenting Lender as a Lender party to this Agreement, provided that, concurrently with such replacement, (i) another bank or other entity which is reasonably satisfactory to the Borrowers and the Administrative Agent shall agree, as of such date, to purchase for cash the Loans and other Obligations due to the Non-Consenting Lender pursuant to an Assignment and Assumption and to become a Lender for all purposes under this Agreement and to assume all obligations of the Non-Consenting Lender to be terminated as of such date and to comply with the requirements of clause (b) of Section 9.04, and (ii) the Borrowers shall pay to such Non-Consenting Lender in same day funds on the day of such replacement (1) all interest, fees and other amounts then accrued but unpaid to such Non-Consenting Lender by the Borrowers hereunder to and including the date of termination, including without limitation payments due to such Non-Consenting Lender under Sections 2.15 and 2.17, and (2) an amount, if any, equal to the payment which would have been due to such Lender on the day of such replacement under Section 2.16 had the Loans of such Non-Consenting Lender been prepaid on such date rather than sold to the replacement Lender.

(e) Notwithstanding anything in this Section 9.02 to the contrary, upon prior written notice to the Lenders (which shall in no event be later than 7 Business Days prior to the proposed effectiveness thereof) this Agreement may be amended (or amended and restated) with the written consent of the Required Lenders, the Administrative Agent and the Borrowers to add additional borrowers organized in the United Kingdom, the French Republic, the Federal Republic of Germany and/or the Kingdom of Belgium and to include an additional subfacility for such borrowers hereunder and to include the Accounts and/or Inventory of such subsidiaries in a "borrowing base" available to such borrowers hereunder (it being understood that (i) obligations in respect of any such subfacility shall rank junior to the Obligations under the U.S. Facility and Canadian Facility in respect of rights to receive payments from U.S. Collateral and junior to the Obligations under the Canadian Facility in respect of rights to receive payments from Canadian Collateral), (ii) no Lender hereunder shall be required to extend any commitment to lend to any such additional borrower or such additional subfacility unless otherwise agreed by such Lender, (iii) the commitments and extensions of credit under any such subfacility shall be included for voting purposes in a manner substantially identical to the manner the commitments and extensions of credit under the U.S. Facility and Canadian Facility are included, and (iv) the Loan Documents shall be amended (or amended and restated) as mutually agreed by the Administrative Agent, the Borrowers and each Lender with respect to such additional borrowers or additional subfacilities (including, without limitation, with respect to (x) conditions precedent regarding any AML Legislation and (y) the definition of "Excluded Taxes" and whether a carve-out from the gross-up for withholding taxes for day-one taxes imposed by the jurisdiction of such additional borrower is necessary).

SECTION 9.03. Expenses; Indemnity; Damage Waiver.

(a) The Borrowers shall pay (i) all reasonable and documented out of pocket expenses incurred by each Applicable Administrative Agent and its Affiliates, including the reasonable and documented fees, charges and disbursements of counsel for such Applicable Administrative Agent, in connection with the syndication and distribution (including, without limitation, via the internet or through a service such as Intralinks) of the credit facilities provided for herein, the preparation and administration of the Loan Documents or any amendments, modifications or waivers of the provisions of the Loan Documents (whether or not the transactions contemplated hereby or thereby shall be consummated), (ii) all reasonable and documented out-of-pocket expenses incurred by any Issuing Bank in connection with the issuance, amendment, renewal or extension of any Letter of Credit or any demand for payment thereunder and (iii) all documented out-of-pocket expenses incurred by the Administrative Agent, the Multicurrency Administrative Agent, any Issuing Bank or any Lender, including the reasonable and documented fees, charges and disbursements of any counsel for the Administrative Agent, the Multicurrency Administrative Agent, any Issuing Bank or any Lender, in connection with the enforcement, collection or protection of its rights in connection with the Loan Documents, including its rights under this Section, or in connection with the Loans made or Letters of Credit issued hereunder, including all such reasonable and documented out-of pocket expenses incurred during any workout, restructuring or negotiations in respect of such Loans or Letters of Credit. Expenses being reimbursed to the Administrative Agent by the Borrowers under this Section include, without limiting the generality of the foregoing, reasonable and documented costs and expenses incurred in connection with:

(i) appraisals and insurance reviews;

(ii) field examinations and the preparation of Reports based on the fees charged by a third party retained by the Administrative Agent or the internally allocated fees for each Person employed by the Administrative Agent with respect to each field examination, together with the reasonable fees and expenses associated with collateral monitoring services performed by the Administrative Agent (and the Borrowers agree to modify or adjust the computation of the U.S. Borrowing Base or Canadian Borrowing Base, as applicable — which may include maintaining additional Reserves, modifying the advance rates or modifying the eligibility criteria for the components of the U.S. Borrowing Base or Canadian Borrowing Base — to the extent required by the Administrative Agent as a result of any such evaluation, appraisal or monitoring);

(iii) taxes, fees and other charges for (A) lien and title searches and title insurance and (B) recording the Mortgages, filing financing statements and continuations, and other actions to perfect, protect, and continue the Administrative Agent's Liens;

(iv) sums paid or incurred to take any action required of any Loan Party under the Loan Documents that such Loan Party fails to pay or take after notice thereof to such Loan Party; and

(v) forwarding loan proceeds, collecting checks and other items of payment, and establishing and maintaining the accounts and lock boxes, and costs and expenses of preserving and protecting the Collateral.

All of the foregoing costs and expenses may be charged to the Borrowers as Revolving Loans or to another deposit account, all as described in Section 2.18(c).

(b) The U.S. Borrower shall indemnify the Administrative Agent, the Multicurrency Administrative Agent, each Issuing Bank and each Lender, and each Related Party of any of the foregoing

Persons (each such Person being called an “Indemnitee”) against, and hold each Indemnitee harmless from, any and all losses, claims, damages, penalties, liabilities and related expenses, including the fees, charges and disbursements of any counsel for any Indemnitee, incurred by or asserted against any Indemnitee arising out of, in connection with, or as a result of (i) the execution or delivery of the Loan Documents or any agreement or instrument contemplated thereby, the performance by the parties hereto of their respective obligations thereunder or the consummation of the Transactions or the Original Transactions or any other transactions contemplated hereby or by the Existing Credit Agreement, (ii) any Loan or Letter of Credit or the use of the proceeds therefrom (including any refusal by any Issuing Bank to honor a demand for payment under a Letter of Credit if the documents presented in connection with such demand do not strictly comply with the terms of such Letter of Credit), (iii) any actual or alleged presence or release of Hazardous Materials on or from any property owned or operated by any Borrower or any of their Subsidiaries, or any Environmental Liability related in any way to any Borrower or any of its Subsidiaries, (iv) the failure of the Borrowers to deliver to the Administrative Agent the required receipts or other required documentary evidence with respect to a payment made by the Borrowers for Taxes pursuant to Section 2.17, or (v) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory and regardless of whether any Indemnitee is a party thereto; provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, penalties, liabilities or related expenses are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee. This Section 9.03(b) (except for clause (iv) above) shall not apply with respect to Taxes other than any Taxes that represent losses, claims, damages etc. arising from any non-Tax claim.

(c) The Canadian Borrower shall indemnify each Indemnitee against, and hold each Indemnitee harmless from, any and all losses, claims, damages, penalties, liabilities and related expenses, including the fees, charges and disbursements of any counsel for any Indemnitee, incurred by or asserted against any Indemnitee arising out of, in connection with, or as a result of (i) the execution or delivery of the Loan Documents or any agreement or instrument contemplated thereby, the performance by the parties hereto of their respective obligations thereunder or the consummation of the Transactions or the Original Transactions or any other transactions contemplated hereby or by the Existing Credit Agreement, (ii) any Loan or Letter of Credit or the use of the proceeds therefrom (including any refusal by any Issuing Bank to honor a demand for payment under a Letter of Credit if the documents presented in connection with such demand do not strictly comply with the terms of such Letter of Credit), (iii) any actual or alleged presence or release of Hazardous Materials on or from any property owned or operated by any Borrower or any of their Subsidiaries, or any Environmental Liability related in any way to any Borrower or any of its Subsidiaries, (iv) the failure of the Borrowers to deliver to the Administrative Agent the required receipts or other required documentary evidence with respect to a payment made by the Borrowers for Taxes pursuant to Section 2.17, or (v) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory and regardless of whether any Indemnitee is a party thereto, in each case, as such losses, claims, damages, penalties, liabilities, related expenses, fees, charges and disbursements of counsel relate to the assets or actions of the Canadian Loan Parties or the Loans or Letters of Credit made to or for the account of the Canadian Borrower; provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, penalties, liabilities or related expenses are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee. This Section 9.03(c) (except for clause (iv) above) shall not apply with respect to Taxes other than any Taxes that represent losses, claims, damages, etc. arising from any non-Tax claim.

(d) To the extent that the Borrowers fail to pay any amount required to be paid by it to the Administrative Agent, the Multicurrency Administrative Agent, any Issuing Bank or the Swingline Lender under paragraph (a), (b) or (c) of this Section, each Lender severally agrees to pay to the Administrative Agent, the Multicurrency Administrative Agent, each Issuing Bank or the Swingline Lender, as the case may be, such Lender's Applicable Percentage (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought) of such unpaid amount; provided that the unreimbursed expense or indemnified loss, claim, damage, penalty, liability or related expense, as the case may be, was incurred by or asserted against the Administrative Agent, the Multicurrency Administrative Agent, any Issuing Bank or the Swingline Lender in its capacity as such.

(e) To the extent permitted by applicable law, no Loan Party shall assert, and each hereby waives, any claim against any Indemnitee, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement or any agreement or instrument contemplated hereby, the Transactions, the Original Transactions, any Loan or Letter of Credit or the use of the proceeds thereof.

(f) All amounts due under this Section shall be payable promptly after written demand therefor.

SECTION 9.04. Successors and Assigns.

(a) The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby (including any Affiliate of any Issuing Bank that issues any Letter of Credit), except that (i) no Borrower may assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of each Lender (and any attempted assignment or transfer by any Borrower without such consent shall be null and void) and (ii) no Lender may assign or otherwise transfer its rights or obligations hereunder except in accordance with this Section. Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby (including any Affiliate of any Issuing Bank that issues any Letter of Credit), Participants (to the extent provided in paragraph (c) of this Section) and, to the extent expressly contemplated hereby, the Related Parties of each of the Administrative Agent, the Multicurrency Administrative Agent, the Issuing Bank and the Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) (i) Subject to the conditions set forth in paragraph (b)(ii) below, any Lender may assign to one or more Eligible Assignees all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitment and the Loans at the time owing to it) with the prior written consent (such consent not to be unreasonably withheld or delayed) of:

(A) the Borrower Representative, provided that, as long as the Borrower Representative shall have received the materials required by Section 2.17(f)(i)(A) through (E) (as applicable), or written notice that a potential assignee is not eligible to deliver such materials, the Borrower Representative shall be deemed to have consented to any such assignment unless it shall object thereto by written notice to the Administrative Agent within 5 Business Days after having received notice of the proposed assignment and the materials required by Section 2.17(f)(i)(A) through (E) (as applicable), or written notice that a potential assignee is not eligible to deliver such materials, (it being understood that the Borrower Representative's determination to withhold its consent to an assignment pursuant to this subclause (A) due to the delivery of materials required by Section 2.17(f)(i)(A) through (E) (as applicable) that, other than as a result

of a Change in Law, do not establish a complete exemption from U.S. Federal withholding tax with respect to payments of interest under this Agreement, or the failure to provide any such materials, shall not be deemed unreasonable), and provided further that no consent of the Borrower Representative shall be required for an assignment to a Lender, an Affiliate of a Lender, an Approved Fund or, if an Event of Default has occurred and is continuing, any other assignee;

(B) the Administrative Agent (such consent not to be unreasonably withheld or delayed); and

(C) each Issuing Bank (such consent not to be unreasonably withheld or delayed).

(ii) Assignments shall be subject to the following additional conditions:

(A) except in the case of an assignment to a Lender or an Affiliate of a Lender or an assignment of the entire remaining amount of the assigning Lender's Commitment or Loans of any Class, the amount of the Commitment or Loans of the assigning Lender subject to each such assignment (determined as of the date the Assignment and Assumption with respect to such assignment is delivered to the Administrative Agent) shall not be less than \$10,000,000 unless each of the Borrower Representative and the Administrative Agent otherwise consent, provided that no such consent of the Borrower Representative shall be required if an Event of Default has occurred and is continuing;

(B) each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement, provided that this clause shall not be construed to prohibit the assignment of a proportionate part of all the assigning Lender's rights and obligations in respect of one Class of Commitments or Loans;

(C) the parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Assumption, together with a processing and recordation fee of \$3,500; and

(D) the assignee, if it shall not be a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire in which the assignee designates one or more Credit Contacts to whom all syndicate-level information (which may contain material non-public information about the U.S. Borrower, the other Loan Parties and their Related Parties or their respective securities) will be made available and who may receive such information in accordance with the assignee's compliance procedures and applicable laws, including federal, provincial, territorial and state securities laws.

For the purposes of this Section 9.04(b), the terms "Approved Fund" and "Eligible Assignees" have the following meaning:

"Approved Fund" means any Person (other than a natural person) that is (or will be) engaged in making, purchasing, holding or otherwise investing in commercial loans and similar extensions of credit in the ordinary course of its business that is administered or managed by (a) a Lender, (b) an Affiliate of a Lender or (c) an entity or an Affiliate of an entity that administers or manages a Lender.

“Eligible Assignee” means (a) a commercial bank, commercial finance company or other asset-based lender, having total assets (or total assets under management) in excess of \$1,000,000,000; (b) any Lender listed on the signature page of this Agreement; (c) any Affiliate of any Lender; (d) any Approved Fund; and (e) if an Event of Default has occurred and is continuing, any Person reasonably acceptable to the Administrative Agent; provided that notwithstanding anything to the contrary herein, no assignment may be made or participations sold to (x) any Defaulting Lender or any of its subsidiaries or (z) a natural person.

(iii) Subject to acceptance and recording thereof pursuant to paragraph (b)(iv) of this Section, from and after the effective date specified in each Assignment and Assumption the assignee thereunder shall be a party hereto and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lender’s rights and obligations under this Agreement, such Lender shall cease to be a party hereto but shall continue to be entitled to the benefits of Sections 2.15, 2.16, 2.17 and 9.03). Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this Section 9.04 shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with paragraph (c) of this Section.

(iv) The Administrative Agent, acting for this purpose as an agent of the Borrowers, shall maintain at one of its offices a copy of each Assignment and Assumption delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Commitment of, and principal amounts of the Loans and LC Disbursements owing to, each Lender pursuant to the terms hereof from time to time (the “Register”). The entries in the Register shall be conclusive absent manifest error, and the Borrowers, the Administrative Agent, the Multicurrency Administrative Agent, each Issuing Bank and the Lenders shall treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by the Borrowers, each Issuing Bank and any Lender, at any reasonable time and from time to time upon reasonable prior notice.

(v) Upon its receipt of a duly completed Assignment and Assumption executed by an assigning Lender and an assignee, the assignee’s completed Administrative Questionnaire (unless the assignee shall already be a Lender hereunder), the processing and recordation fee referred to in paragraph (b) of this Section and any written consent to such assignment required by paragraph (b) of this Section, the Administrative Agent shall accept such Assignment and Assumption and record the information contained therein in the Register; provided that if either the assigning Lender or the assignee shall have failed to make any payment required to be made by it pursuant to Section 2.05, 2.06(d) or (e), 2.07(b), 2.18(d) or 9.03(c), the Administrative Agent shall have no obligation to accept such Assignment and Assumption and record the information therein in the Register unless and until such payment shall have been made in full, together with all accrued interest thereon. No assignment shall be effective for purposes of this Agreement unless it has been recorded in the Register as provided in this paragraph.

(c) Any Lender may, without the consent of the Borrowers, the Administrative Agent, the Multicurrency Administrative Agent, any Issuing Bank or the Swingline Lender, sell participations to one or more banks or other entities (a “Participant”) in all or a portion of such Lender’s

rights and obligations under this Agreement (including all or a portion of its Commitment and the Loans owing to it); provided that (A) such Lender's obligations under this Agreement shall remain unchanged; (B) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations; and (C) the Borrowers, the Administrative Agent, the Multicurrency Administrative Agent, each Issuing Bank and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; provided that such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to any amendment, modification or waiver described in the first proviso to Section 9.02(b) that affects such Participant. The Borrowers agree that each Participant shall be entitled to the benefits of Sections 2.15, 2.16 and 2.17 (subject to the requirements and limitations therein, including the requirements under Section 2.17(f) (it being understood that the documentation required under Section 2.17(f) shall be delivered to the participating Lender)) to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to paragraph (b) of this Section; provided that such Participant (A) shall be subject to the provisions of Sections 2.18 and 2.19 as if it were an assignee under paragraph (b) of this Section; and (B) shall not be entitled to receive any greater payment under Section 2.15 or 2.17, with respect to any participation, than its participating Lender would have been entitled to receive, except to the extent such entitlement to receive a greater payment results from a Change in Law that occurs after the Participant acquired the applicable participation.

To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 9.08 as though it were a Lender, provided such Participant agrees to be subject to Section 2.18(c) as though it were a Lender. Each Lender that sells a participation shall, acting solely for this purpose as an agent of the Borrowers, maintain a register on which it enters the name and address of each Participant and the principal amounts (and stated interest) of each Participant's interest in the Loans or other obligations under this Agreement (the "Participant Register"); provided that no Lender shall have any obligation to disclose all or any portion of the Participant Register to any Person (including the identity of any Participant or any information relating to a Participant's interest in any Commitments, Loans, Letters of Credit or its other obligations under any Loan Document) except to the extent that such disclosure is necessary to establish that such Commitment, Loan, Letter of Credit or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary.

(d) Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of such Lender, including without limitation any pledge or assignment to secure obligations to a Federal Reserve Bank, and this Section shall not apply to any such pledge or assignment of a security interest; provided that no such pledge or assignment of a security interest shall release a Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

SECTION 9.05. Survival. All covenants, agreements, representations and warranties made by the Loan Parties in the Loan Documents and in the certificates or other instruments delivered in connection with or pursuant to this Agreement or any other Loan Document shall be considered to have been relied upon by the other parties hereto (with respect to the representations and warranties, on each date made) and shall (subject to the limitations set forth in Section 4.02(a)) survive the execution and delivery of the Loan

Documents and the making of any Loans and issuance of any Letters of Credit, regardless of any investigation made by any such other party or on its behalf and notwithstanding that the Administrative Agent, the Multicurrency Administrative Agent, any Issuing Bank or any Lender may have had notice or knowledge of any Default or incorrect representation or warranty at the time any credit is extended hereunder, and shall continue in full force and effect as long as the principal of or any accrued interest on any Loan or any fee or any other amount payable under this Agreement is outstanding and unpaid or any Letter of Credit is outstanding and so long as the Commitments have not expired or terminated. The provisions of Sections 2.15, 2.16, 2.17 and 9.03 and Article VIII shall survive and remain in full force and effect regardless of the consummation of the transactions contemplated hereby, the repayment of the Loans, the expiration or termination of the Letters of Credit and the Commitments or the termination of this Agreement or any provision hereof.

SECTION 9.06. Counterparts; Integration; Effectiveness. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement, the other Loan Documents and any separate letter agreements with respect to fees payable to the Administrative Agent constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Except as provided in Section 4.01, this Agreement shall become effective when it shall have been executed by the U.S. and Multicurrency Administrative Agents and when the U.S. and Multicurrency Administrative Agents shall have received counterparts hereof which, when taken together, bear the signatures of each of the other parties hereto, and thereafter shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 9.07. Severability. Any provision of any Loan Document held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions thereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

SECTION 9.08. Right of Setoff. If an Event of Default shall have occurred and be continuing, each Lender and each of its Affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by law, to setoff and apply any and all deposits (general or special, time or demand, provisional or final) at any time held and other obligations at any time owing by such Lender or Affiliate to or for the credit or the account of the Borrowers or any Loan Guarantor against any of and all the Secured Obligations held by such Lender, irrespective of whether or not such Lender shall have made any demand under the Loan Documents and although such obligations may be unmatured. The applicable Lender shall notify the Borrower Representative and the Administrative Agent of such setoff or application, provided that any failure to give or any delay in giving such notice shall not affect the validity of any such setoff or application under this Section. The rights of each Lender under this Section are in addition to other rights and remedies (including other rights of setoff) which such Lender may have. NOTWITHSTANDING THE

FOREGOING, NO LENDER SHALL EXERCISE ANY RIGHT OF SETOFF, BANKER'S LIEN, OR THE LIKE AGAINST ANY DEPOSIT ACCOUNT OR PROPERTY OF ANY BORROWER HELD OR MAINTAINED BY SUCH LENDER WITHOUT THE WRITTEN CONSENT OF THE ADMINISTRATIVE AGENT.

SECTION 9.09. Governing Law; Jurisdiction; Consent to Service of Process.

(a) The Loan Documents (other than those containing a contrary express choice of law provision) shall be governed by and construed in accordance with the internal laws (and not the law of conflicts) of the State of New York, but giving effect to federal laws applicable to national banks.

(b) Each Loan Party hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of any U.S. Federal or New York State court sitting in New York, New York in any action or proceeding arising out of or relating to any Loan Documents, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement or any other Loan Document shall affect any right that the Administrative Agent, the Multicurrency Administrative Agent, any Issuing Bank or any Lender may otherwise have to bring any action or proceeding relating to this Agreement or any other Loan Document against any Loan Party or its properties in the courts of any jurisdiction.

(c) Each Loan Party hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or any other Loan Document in any court referred to in paragraph (b) of this Section. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(d) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 9.01. Nothing in this Agreement or any other Loan Document will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

SECTION 9.10. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

SECTION 9.11. Headings. Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.

SECTION 9.12. Confidentiality. Each of the Administrative Agent, the Multicurrency Administrative Agent, each Issuing Bank and the Lenders agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to its and its Affiliates' directors, officers, employees and agents, including accountants, legal counsel and other advisors (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential), (b) to the extent requested by any regulatory authority, (c) to the extent required by Requirement of Law or by any subpoena or similar legal process, (d) to any other party to this Agreement, (e) in connection with the exercise of any remedies hereunder or any suit, action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder, (f) subject to an agreement containing provisions substantially the same as those of this Section, to (i) any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights or obligations under this Agreement or (ii) any actual or prospective counterparty (or its advisors) to any swap or derivative transaction relating to the Loan Parties and their obligations, (g) with the consent of the Borrower Representative, (h) to holders of Equity Interests in any Borrower, (i) to the extent necessary or customary for inclusion in league table measurements or in any tombstone or other advertising materials (and the Loan Parties consent to the publication of such tombstone or other advertising materials by any Administrative Agent, any Lender, any Issuing Bank or any of their Related Parties), or (j) to the extent such Information (i) becomes publicly available other than as a result of a breach of this Section or (ii) becomes available to the Administrative Agent, the Multicurrency Administrative Agent, any Issuing Bank or any Lender on a non-confidential basis from a source other than the Borrowers. For the purposes of this Section, "Information" means all information received from the Borrowers relating to the Borrowers or their business, other than any such information that is available to the Administrative Agent, the Multicurrency Administrative Agent, any Issuing Bank or any Lender on a non-confidential basis prior to disclosure by the Borrowers; provided that, in the case of information received from the Borrowers after the Amendment Effective Date, such information is clearly identified at the time of delivery as confidential. Any Person required to maintain the confidentiality of Information as provided in this Section shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information.

SECTION 9.13. Several Obligations; Nonreliance; Violation of Law. The respective obligations of the Lenders hereunder are several and not joint and the failure of any Lender to make any Loan or perform any of its obligations hereunder shall not relieve any other Lender from any of its obligations hereunder. Each Lender hereby represents that it is not relying on or looking to any margin stock for the repayment of the Borrowings provided for herein. Anything contained in this Agreement to the contrary notwithstanding, neither any Issuing Bank nor any Lender shall be obligated to extend credit to the Borrowers in violation of any Requirement of Law.

SECTION 9.14. USA PATRIOT Act. Each Lender that is subject to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the “Patriot Act”) hereby notifies the Borrowers that pursuant to the requirements of the Patriot Act, it is required to obtain, verify and record information that identifies the Loan Parties, which information includes the names and addresses of the Borrowers and other information that will allow such Lender to identify the Loan Parties in accordance with the Patriot Act.

SECTION 9.15. Disclosure. Each Loan Party and each Lender hereby acknowledges and agrees that the Administrative Agent and/or its Affiliates from time to time may hold investments in, make other loans to or have other relationships with any of the Loan Parties and their respective Affiliates.

SECTION 9.16. Appointment for Perfection. Each Lender hereby appoints each other Lender as its agent for the purpose of perfecting Liens, for the benefit of the Administrative Agent and the Lenders, in assets which, in accordance with Article 9 of the UCC, the PPSA or any other applicable law can be perfected only by possession. Should any Lender (other than the Administrative Agent) obtain possession of any such Collateral, such Lender shall notify the Administrative Agent thereof and, promptly upon the Administrative Agent’s request therefor, shall deliver such Collateral to the Administrative Agent or otherwise deal with such Collateral in accordance with the Administrative Agent’s instructions.

SECTION 9.17. Interest Rate Limitation. Notwithstanding anything herein to the contrary, if at any time the interest rate applicable to any Loan, together with all fees, charges and other amounts which are treated as interest on such Loan under applicable law (collectively the “Charges”), shall exceed the maximum lawful rate (the “Maximum Rate”) which may be contracted for, charged, taken, received or reserved by the Lender holding such Loan in accordance with applicable law, the rate of interest payable in respect of such Loan hereunder, together with all Charges payable in respect thereof, shall be limited to the Maximum Rate and, to the extent lawful, the interest and Charges that would have been payable in respect of such Loan but were not payable as a result of the operation of this Section shall be cumulated and the interest and Charges payable to such Lender in respect of other Loans or periods shall be increased (but not above the Maximum Rate therefor) until such cumulated amount, together with interest thereon at the Federal Funds Effective Rate to the date of repayment, shall have been received by such Lender.

SECTION 9.18. Lender Loss Sharing Agreement.

(a) Definitions. As used in this Section 9.18, the following terms shall have the following meanings:

(i) “CAM” means the mechanism for the allocation and exchange of interests in the Loans, participations in Letters of Credit and collections thereunder established under Section 9.18(b).

(ii) “CAM Exchange” means the exchange of the U.S. Revolving Lenders’ interests and the Multicurrency Revolving Lenders’ interests provided for in Section 9.18(b).

(iii) “CAM Exchange Date” means the first date after the Amendment Effective Date on which there shall occur (a) any event described in paragraphs (h) or (i) of

Article VII with respect to any Borrower or (b) an acceleration of Loans and termination of the Commitment pursuant to Article VII.

(iv) “CAM Percentage” means, as to each Revolving Lender, a fraction, expressed as a decimal, of which (a) the numerator shall be the aggregate Dollar Amount of the Credit Exposure owed to such Revolving Lender (whether or not at the time due and payable) and (b) the denominator shall be the aggregate Dollar Amount (as so determined) of the Credit Exposure owed to all the Revolving Lenders (whether or not at the time due and payable).

(v) “Designated Obligations” means all Obligations of the Borrowers with respect to (a) principal and interest under the Loans, (b) unreimbursed drawings under Letters of Credit and interest thereon and (c) fees under Section 2.12.

(b) CAM Exchange.

(i) On the CAM Exchange Date,

(w) the Multicurrency Commitments and the U.S. Commitments shall terminate in accordance with Article VII;

(x) each U.S. Revolving Lender shall fund in Dollars at par Dollar Amount its participation in any outstanding U.S. Protective Advances and Swingline Loans in accordance with Section 2.04 and Section 2.05 of this Agreement, and each Multicurrency Revolving Lender shall fund in Dollars at par Dollar Amount its participation in any outstanding Multicurrency Protective Advances and Swingline Loans in accordance with Section 2.04 and Section 2.05;

(y) each U.S. Revolving Lender shall fund in Dollars at par the Dollar Amount its participation in any unreimbursed LC Disbursements made under the U.S. Letters of Credit in accordance with Section 2.06(f), and each Multicurrency Revolving Lender shall fund the Dollar Amount its participation in any unreimbursed LC Disbursements made under the Multicurrency Letters of Credit in the currency in which such LC Disbursement was made in accordance with Section 2.06(f), and

(z) the Lenders shall purchase in Dollars at par Dollar Amount interests in the Designated Obligations under each Facility (pro rata in respect of the obligations of each Borrower in the case of the Multicurrency Facility) (and shall make payments in Dollars to the Administrative Agent for reallocation to other Lenders to the extent necessary to give effect to such purchases) and shall assume the obligations to reimburse the applicable Issuing Banks for unreimbursed LC Disbursements under outstanding Letters of Credit under such Facility (pro rata in respect of the obligations of each Borrower in the case of the Multicurrency Facility) such that, in lieu of the interests of each Lender in the Designated Obligations of each Borrower under the U.S. Facility and the Multicurrency Facility in which it shall have participated immediately prior to the CAM Exchange Date, such Lender shall own an interest equal to such Lender’s CAM Percentage in each component of the Designated Obligations of each Borrower immediately following the CAM Exchange.

(ii) Each Lender and each Person acquiring a participation from any Lender as contemplated by this Section 9.18 hereby consents and agrees to the CAM Exchange. Each

Borrower agrees from time to time to execute and deliver to the Lenders all such promissory notes and other instruments and documents as the Administrative Agent shall reasonably request to evidence and confirm the respective interests and obligations of the Lenders after giving effect to the CAM Exchange, and each Lender agrees to surrender any promissory notes originally received by it in connection with its Loans under this Agreement to the Applicable Administrative Agent against delivery of any promissory notes so executed and delivered; provided that the failure of any Lender to deliver or accept any such promissory note, instrument or document shall not affect the validity or effectiveness of the CAM Exchange.

(iii) As a result of the CAM Exchange, from and after the CAM Exchange Date, each payment received by the Administrative Agent pursuant to any Loan Document in respect of any of the Designated Obligations shall be distributed to the Lenders, pro rata in accordance with their respective CAM Percentages.

(iv) In the event that on or after the CAM Exchange Date, the aggregate amount of the Designated Obligations shall change as a result of the making of a disbursement under a Letter of Credit by an Issuing Bank that is not reimbursed by the Borrowers, then each Lender shall promptly reimburse such Issuing Bank for its CAM Percentage of such unreimbursed payment in the Dollar Amount thereof.

(c) Notwithstanding any other provision of this Section 9.18, each Applicable Administrative Agent and each Lender agree that if any Applicable Administrative Agent or a Lender is required under applicable law or practice of a Governmental Authority to withhold or deduct any taxes or other amounts from payments made by it hereunder or as a result hereof, such Person shall be entitled to withhold or deduct such amounts and pay over such taxes or other amounts to the applicable Governmental Authority imposing such tax without any obligation to indemnify each Applicable Administrative Agent or any Lender with respect to such amounts and without any other obligation of gross up or offset with respect thereto and there shall be no recourse whatsoever by any Applicable Administrative Agent or any Lender subject to such withholding to any Applicable Administrative Agent or any other Lender making such withholding and paying over such amounts, but without diminution of the rights of each Applicable Administrative Agent or such Lender subject to such withholding as against the Borrowers and the other Loan Parties to the extent (if any) provided in this Agreement and the other Loan Documents. Any amounts so withheld or deducted shall be treated, for the purpose of this Section 9.18, as having been paid to each Applicable Administrative Agent or such Lender with respect to which such withholding or deduction was made. The parties hereto do not intend for a CAM Exchange to result in a settlement, extinguishment or substitution of indebtedness by the relevant Borrower.

SECTION 9.19. Judgment Currency. If for the purpose of obtaining judgment in any court it is necessary to convert an amount due hereunder in the currency in which it is due (the “Original Currency”) into another currency (the “Second Currency”), the rate of exchange applied shall be that at which, in accordance with normal banking procedures, the Administrative Agent could purchase the Original Currency with the Second Currency at the Spot Rate on the date two Business Days preceding that on which judgment is given. Each Loan Party agrees that its obligation in respect of any Original Currency due from it hereunder shall, notwithstanding any judgment or payment in such other currency, be discharged only to the extent that, on the Business Day following the date the Administrative Agent receives payment of any sum so adjudged to be due hereunder in the Second Currency, the Administrative Agent may, in accordance with normal banking procedures, purchase, in the New York foreign exchange market, the Original Currency with the amount of the Second

Currency so paid; and if the amount of the Original Currency so purchased or could have been so purchased is less than the amount originally due in the Original Currency, each Loan Party agrees as a separate obligation and notwithstanding any such payment or judgment to indemnify the Administrative Agent against such loss. The term “rate of exchange” in this Section 9.19 means the Spot Rate at which the Administrative Agent, in accordance with normal practices, is able on the relevant date to purchase the Original Currency with the Second Currency, and includes any premium and costs of exchange payable in connection with such purchase.

SECTION 9.20. Anti-Money Laundering Legislation.

(a) Each Borrower acknowledges that, pursuant to the Proceeds of Crime Act and other applicable anti-money laundering, anti-terrorist financing, government sanction and “know your client” laws in each relevant jurisdiction (collectively, including any guidelines or orders thereunder, “AML Legislation”), the Administrative Agent, the Multicurrency Administrative Agent, the Lenders and the Issuing Banks may be required to obtain, verify and record information regarding the Borrowers and their respective directors, authorized signing officers and the transactions contemplated hereby. Each Borrower shall promptly provide all such information, including supporting documentation and other evidence, as may be reasonably requested by any Lender or any prospective assignee or participant of a Lender, any Issuing Bank, the Administrative Agent or the Multicurrency Administrative Agent, in order to comply with any applicable AML Legislation, whether now or hereafter in existence.

(b) If the Administrative Agent has ascertained the identity of any Borrower or any authorized signatories of the Borrower for the purposes of applicable AML Legislation, then the Administrative Agent:

- (i) shall be deemed to have done so as an agent for each Issuing Bank and each Lender, and this Agreement shall constitute a “written agreement” in such regard between such Issuing Bank or such Lender and the Administrative within the meaning of the applicable AML Legislation; and
- (ii) shall provide to each Issuing Bank and each Lender copies of all information obtained in such regard without any representation or warranty as to its accuracy or completeness.

Notwithstanding the preceding sentence and except as may otherwise be agreed in writing, each Lender and each Issuing Bank agrees that neither the Administrative Agent nor the Multicurrency Administrative Agent have any obligation to ascertain the identity of the Borrowers or any authorized signatories of the Borrowers on behalf of any Lender or Issuing Bank, or to confirm the completeness or accuracy of any information it obtains from any Borrower or any such authorized signatory in doing so.

SECTION 9.21. No Fiduciary Duty. Each Agent, each Lender and their Affiliates (collectively, solely for purposes of this paragraph, the “Banks”), may have economic interests that conflict with those of the Loan Parties, their stockholders and/or their affiliates. Each Loan Party agrees that nothing in the Agreement or the Loan Documents or otherwise will be deemed to create an advisory, fiduciary or agency relationship or fiduciary or other implied duty between any Bank, on the one hand, and such Loan Party, its stockholders or its affiliates, on the other. The Loan Parties acknowledge and agree that (i) the transactions contemplated by the Loan Documents (including the exercise of rights and remedies hereunder

and thereunder) are arm's-length commercial transactions between the Banks, on the one hand, and the Loan Parties, on the other, and (ii) in connection therewith and with the process leading thereto, (x) no Bank has assumed an advisory or fiduciary responsibility in favor of any Loan Party, its stockholders or its affiliates with respect to the transactions contemplated hereby (or the exercise of rights or remedies with respect thereto) or the process leading thereto (irrespective of whether any Bank has advised, is currently advising or will advise any Loan Party, its stockholders or its Affiliates on other matters) or any other obligation to any Loan Party except the obligations expressly set forth in the Loan Documents and (y) each Bank is acting solely as principal and not as the agent or fiduciary of any Loan Party, its management, stockholders, creditors or any other Person. Each Loan Party acknowledges and agrees that it has consulted its own legal and financial advisors to the extent it deemed appropriate and that it is responsible for making its own independent judgment with respect to such transactions and the process leading thereto. Each Loan Party agrees that it will not claim that any Bank has rendered advisory services of any nature or respect, or owes a fiduciary or similar duty to such Loan Party, in connection with such transaction or the process leading thereto.

ARTICLE X

U.S. Loan Guaranty

SECTION 10.01. Guaranty. Each U.S. Guarantor (other than those that have delivered a separate Guaranty) hereby agrees that it is jointly and severally liable for, and absolutely and unconditionally guarantees to the Lenders, the prompt payment when due, whether at stated maturity, upon acceleration or otherwise, and at all times thereafter, of the U.S. Secured Obligations and all costs and expenses, including, without limitation, all court costs and attorneys' fees and expenses paid or incurred by the Administrative Agent, any Issuing Bank and any Lender in endeavoring to collect all or any part of the U.S. Secured Obligations from, or in prosecuting any action against, any Borrower, any U.S. Guarantor or any other guarantor of all or any part of the U.S. Secured Obligations (such costs and expenses, together with the U.S. Secured Obligations, collectively the "U.S. Guaranteed Obligations"). Each U.S. Guarantor further agrees that the U.S. Guaranteed Obligations may be extended or renewed in whole or in part without notice to or further assent from it, and that it remains bound upon its guarantee notwithstanding any such extension or renewal. All terms of this Loan Guaranty apply to and may be enforced by or on behalf of any domestic or foreign branch or Affiliate of any Lender that extended any portion of the U.S. Guaranteed Obligations.

SECTION 10.02. Guaranty of Payment. This Loan Guaranty is a guaranty of payment and not of collection. Each U.S. Guarantor waives any right to require the Administrative Agent, any Issuing Bank or any Lender to sue any Borrower, any U.S. Guarantor, any other guarantor, or any other Person obligated for all or any part of the U.S. Guaranteed Obligations (each, a "U.S. Obligated Party"), or otherwise to enforce its payment against any collateral securing all or any part of the U.S. Guaranteed Obligations.

SECTION 10.03. No Discharge or Diminishment of Loan Guaranty.

(a) Except as otherwise provided for herein, the obligations of each U.S. Guarantor hereunder are unconditional and absolute and not subject to any reduction, limitation, impairment or

termination for any reason (other than the indefeasible payment in full in cash of the U.S. Guaranteed Obligations), including: (i) any claim of waiver, release, extension, renewal, settlement, surrender, alteration or compromise of any of the U.S. Guaranteed Obligations, by operation of law or otherwise; (ii) any change in the corporate existence, structure or ownership of any Borrower or any other U.S. Obligated Party liable for any of the U.S. Guaranteed Obligations; (iii) any insolvency, bankruptcy, reorganization or other similar proceeding affecting any U.S. Obligated Party or their assets or any resulting release or discharge of any obligation of any U.S. Obligated Party; or (iv) the existence of any claim, setoff or other rights which any Loan Guarantor may have at any time against any U.S. Obligated Party, the Administrative Agent, any Issuing Bank, any Lender or any other person, whether in connection herewith or in any unrelated transactions.

(b) The obligations of each U.S. Guarantor hereunder are not subject to any defense or setoff, counterclaim, recoupment or termination whatsoever by reason of the invalidity, illegality or unenforceability of any of the U.S. Guaranteed Obligations or otherwise, or any provision of applicable law or regulation purporting to prohibit payment by any U.S. Obligated Party, of the U.S. Guaranteed Obligations or any part thereof.

(c) Further, the obligations of any U.S. Guarantor hereunder are not discharged or impaired or otherwise affected by: (i) the failure of the Administrative Agent, any Issuing Bank or any Lender to assert any claim or demand or to enforce any remedy with respect to all or any part of the U.S. Guaranteed Obligations; (ii) any waiver or modification of or supplement to any provision of any agreement relating to the U.S. Guaranteed Obligations; (iii) any release, non-perfection or invalidity of any indirect or direct security for the obligations of any Borrower for all or any part of the U.S. Guaranteed Obligations or any obligations of any other U.S. Obligated Party liable for any of the U.S. Guaranteed Obligations; (iv) any action or failure to act by the Administrative Agent, any Issuing Bank or any Lender with respect to any collateral securing any part of the U.S. Guaranteed Obligations; or (v) any default, failure or delay, willful or otherwise, in the payment or performance of any of the U.S. Guaranteed Obligations, or any other circumstance, act, omission or delay that might in any manner or to any extent vary the risk of such U.S. Guarantor or that would otherwise operate as a discharge of any U.S. Guarantor as a matter of law or equity (other than the indefeasible payment in full in cash of the U.S. Guaranteed Obligations).

SECTION 10.04. Defenses Waived. To the fullest extent permitted by applicable law, each U.S. Guarantor hereby waives any defense based on or arising out of any defense of any Borrower or any U.S. Guarantor or the unenforceability of all or any part of the U.S. Guaranteed Obligations from any cause, or the cessation from any cause of the liability of any Borrower or any Loan Guarantor, other than the indefeasible payment in full in cash of the U.S. Guaranteed Obligations. Without limiting the generality of the foregoing, each U.S. Guarantor irrevocably waives acceptance hereof, presentment, demand, protest and, to the fullest extent permitted by law, any notice not provided for herein, as well as any requirement that at any time any action be taken by any Person against any U.S. Obligated Party, or any other Person. Each U.S. Guarantor confirms that it is not a surety under any state law and shall not raise any such law as a defense to its obligations hereunder. The Administrative Agent may, at its election, foreclose on any U.S. Collateral held by it by one or more judicial or nonjudicial sales, accept an assignment of any such U.S. Collateral in lieu of foreclosure or otherwise act or fail to act with respect to any collateral securing all or a part of the U.S. Guaranteed Obligations, compromise or adjust any part of the U.S. Guaranteed Obligations, make any other accommodation with any U.S. Obligated Party or exercise any other right or remedy available to it against any U.S. Obligated Party, without affecting or impairing in any

way the liability of such U.S. Guarantor under this Loan Guaranty except to the extent the U.S. Guaranteed Obligations have been fully and indefeasibly paid in cash. To the fullest extent permitted by applicable law, each U.S. Guarantor waives any defense arising out of any such election even though that election may operate, pursuant to applicable law, to impair or extinguish any right of reimbursement or subrogation or other right or remedy of any U.S. Guarantor against any U.S. Obligated Party or any security.

SECTION 10.05. Rights of Subrogation. No U.S. Guarantor will assert any right, claim or cause of action, including, without limitation, a claim of subrogation, contribution or indemnification, that it has against any U.S. Obligated Party, or any collateral, until the Loan Parties and the U.S. Guarantors have fully performed all their obligations to the Administrative Agent, the Multicurrency Administrative Agent, the Issuing Banks and the Lenders.

SECTION 10.06. Reinstatement; Stay of Acceleration. If at any time any payment of any portion of the U.S. Guaranteed Obligations is rescinded or must otherwise be restored or returned upon the insolvency, bankruptcy or reorganization of any Borrower or otherwise, each U.S. Guarantor's obligations under this Loan Guaranty with respect to that payment shall be reinstated at such time as though the payment had not been made and whether or not the Administrative Agent, any Issuing Bank and any Lenders is in possession of this Loan Guaranty. If acceleration of the time for payment of any of the U.S. Guaranteed Obligations is stayed upon the insolvency, bankruptcy or reorganization of any Borrower, all such amounts otherwise subject to acceleration under the terms of any agreement relating to the U.S. Guaranteed Obligations shall nonetheless be payable by the Loan Guarantors promptly on demand by the Administrative Agent.

SECTION 10.07. Information. Each U.S. Guarantor assumes all responsibility for being and keeping itself informed of the Borrowers' financial condition and assets, and of all other circumstances bearing upon the risk of nonpayment of the U.S. Guaranteed Obligations and the nature, scope and extent of the risks that each U.S. Guarantor assumes and incurs under this Loan Guaranty, and agrees that neither the Administrative Agent, any Issuing Bank nor any Lender shall have any duty to advise any U.S. Guarantor of information known to it regarding those circumstances or risks.

SECTION 10.08. Release. The Loan Guaranty of any U.S. Guarantor (other than the U.S. Borrower) shall be automatically released upon any Disposition of Equity Interests of such U.S. Guarantor in accordance with Section 6.05 following which such U.S. Guarantor ceases to be a Subsidiary of the U.S. Borrower.

SECTION 10.09. [Reserved].

SECTION 10.10. Maximum U.S. Liability. The provisions of this Loan Guaranty are severable, and in any action or proceeding involving any state corporate law, or any state, federal or foreign bankruptcy, insolvency, reorganization or other law affecting the rights of creditors generally, if the obligations of any U.S. Guarantor under this Loan Guaranty would otherwise be held or determined to be avoidable, invalid or unenforceable on account of the amount of such U.S. Guarantor's liability under this Loan Guaranty, then, notwithstanding any other provision of this Loan Guaranty to the contrary, the amount of such liability shall, without any further action by the U.S. Guarantors or the Administrative Agent, any Issuing

Bank or any Lender, be automatically limited and reduced to the highest amount that is valid and enforceable as determined in such action or proceeding (such highest amount determined hereunder being the relevant U.S. Guarantor's "Maximum U.S. Liability." This Section with respect to the Maximum U.S. Liability of each U.S. Guarantor is intended solely to preserve the rights of the Administrative Agent, each Issuing Bank and the Lenders to the maximum extent not subject to avoidance under applicable law, and no U.S. Guarantor nor any other Person shall have any right or claim under this Section with respect to such Maximum U.S. Liability, except to the extent necessary so that the obligations of any U.S. Guarantor hereunder shall not be rendered voidable under applicable law. Each U.S. Guarantor agrees that the U.S. Guaranteed Obligations may at any time and from time to time exceed the Maximum Liability of each U.S. Guarantor without impairing this Loan Guaranty or affecting the rights and remedies of the Administrative Agent, the Issuing Banks or the Lenders hereunder, provided that, nothing in this sentence shall be construed to increase any U.S. Guarantor's obligations hereunder beyond its Maximum Liability.

SECTION 10.11. Contribution. In the event any U.S. Guarantor (a "Paying U.S. Guarantor") shall make any payment or payments under this Loan Guaranty or shall suffer any loss as a result of any realization upon any collateral granted by it to secure its obligations under this Loan Guaranty, each other U.S. Guarantor (each a "Non-Paying U.S. Guarantor") shall contribute to such Paying U.S. Guarantor an amount equal to such Non-Paying U.S. Guarantor's "Applicable Percentage" of such payment or payments made, or losses suffered, by such Paying U.S. Guarantor. For purposes of this Article X, each Non-Paying U.S. Guarantor's "Applicable Percentage" with respect to any such payment or loss by a Paying U.S. Guarantor shall be determined as of the date on which such payment or loss was made by reference to the ratio of (i) such Non-Paying U.S. Guarantor's Maximum U.S. Liability as of such date (without giving effect to any right to receive, or obligation to make, any contribution hereunder) or, if such Non-Paying U.S. Guarantor's Maximum U.S. Liability has not been determined, the aggregate amount of all monies received by such Non-Paying U.S. Guarantor from the Borrowers after the Amendment Effective Date (whether by loan, capital infusion or by other means) to (ii) the aggregate Maximum U.S. Liability of all U.S. Guarantors hereunder (including such Paying U.S. Guarantor) as of such date (without giving effect to any right to receive, or obligation to make, any contribution hereunder), or to the extent that a Maximum U.S. Liability has not been determined for any U.S. Guarantor, the aggregate amount of all monies received by such U.S. Guarantors from the Borrowers after the Amendment Effective Date (whether by loan, capital infusion or by other means). Nothing in this provision shall affect any Loan Guarantor's several liability for the entire amount of the U.S. Guaranteed Obligations (up to such U.S. Guarantor's Maximum U.S. Liability). Each of the U.S. Guarantors covenants and agrees that its right to receive any contribution under this Loan Guaranty from a Non-Paying U.S. Guarantor shall be subordinate and junior in right of payment to the payment in full in cash of the U.S. Guaranteed Obligations. This provision is for the benefit of all of the Administrative Agent, the Issuing Banks, the Lenders and the U.S. Guarantors and may be enforced by any one, or more, or all of them in accordance with the terms hereof.

SECTION 10.12. Liability Cumulative. The liability of each U.S. Loan Party as a U.S. Guarantor under this Article X is in addition to and shall be cumulative with all liabilities of each U.S. Loan Party to the Administrative Agent, each Issuing Bank and the Lenders under this Agreement and the other Loan Documents to which such U.S. Loan Party is a party or in respect of any obligations or liabilities of the other U.S. Loan Parties, without any

limitation as to amount, unless the instrument or agreement evidencing or creating such other liability specifically provides to the contrary.

ARTICLE XI

Canadian Loan Guaranty

SECTION 11.01. Guaranty. Each Loan Guarantor (other than those that have delivered a separate Guaranty) hereby agrees that it is jointly and severally liable for, and absolutely and unconditionally guarantees to the Lenders, the prompt payment when due, whether at stated maturity, upon acceleration or otherwise, and at all times thereafter, of the Canadian Secured Obligations and all costs and expenses, including, without limitation, all court costs and attorneys' fees and expenses paid or incurred by the Administrative Agent, the Multicurrency Administrative Agent, any Issuing Bank and any Lender in endeavoring to collect all or any part of the Canadian Secured Obligations from, or in prosecuting any action against, the Canadian Borrower, any Loan Guarantor or any other guarantor of all or any part of the Canadian Secured Obligations (such costs and expenses, together with the Canadian Secured Obligations, collectively the "Canadian Guaranteed Obligations"). Each Loan Guarantor further agrees that the Canadian Guaranteed Obligations may be extended or renewed in whole or in part without notice to or further assent from it, and that it remains bound upon its guarantee notwithstanding any such extension or renewal. All terms of this Loan Guaranty apply to and may be enforced by or on behalf of any domestic or foreign branch or Affiliate of any Multicurrency Revolving Lender that extended any portion of the Canadian Guaranteed Obligations.

SECTION 11.02. Guaranty of Payment.

This Loan Guaranty is a guaranty of payment and not of collection. Each Loan Guarantor waives any right to require the Multicurrency Administrative Agent, any Multicurrency Issuing Bank or any Multicurrency Revolving Lender to sue the Canadian Borrower, any Loan Guarantor, any other guarantor, or any other Person obligated for all or any part of the Canadian Guaranteed Obligations (each, a "Canadian Obligated Party"), or otherwise to enforce its payment against any collateral securing all or any part of the Canadian Guaranteed Obligations. In addition, as an original and independent obligation under this Loan Guaranty, each Loan Guarantor shall:

- (i) indemnify each Canadian Obligated Party and its successors, endorsees, transferees and assigns and keep the Canadian Obligated Parties indemnified against all costs, losses, expenses and liabilities of whatever kind resulting from the failure by the Loan Parties or any of them, to make due and punctual payment of any of the Secured Obligations or resulting from any of the Secured Obligations being or becoming void, voidable, unenforceable or ineffective against any Loan Party (including, but without limitation, all legal and other costs, charges and expenses incurred by each Canadian Obligated Party, or any of them, in connection with preserving or enforcing, or attempting to preserve or enforce, its rights under this Loan Guaranty); and
- (ii) pay on demand the amount of such costs, losses, expenses and liabilities whether or not any of the Canadian Obligated Parties has attempted to enforce any rights against any Loan Party or any other Person or otherwise.

SECTION 11.03. No Discharge or Diminishment of Loan Guaranty.

(a) Except as otherwise provided for herein, the obligations of each Loan Guarantor hereunder are unconditional and absolute and not subject to any reduction, limitation, impairment or termination for any reason (other than the indefeasible payment in full in cash of the Canadian Guaranteed Obligations), including: (i) any claim of waiver, release, extension, renewal, settlement, surrender, alteration or compromise of any of the Canadian Guaranteed Obligations, by operation of law or otherwise; (ii) any change in the corporate existence, structure or ownership of the Canadian Borrower or any other Canadian Obligated Party liable for any of the Canadian Guaranteed Obligations; (iii) any insolvency, bankruptcy, winding-up, liquidation, reorganization or other similar proceeding affecting any Canadian Obligated Party or their assets or any resulting release or discharge of any obligation of any Canadian Obligated Party; or (iv) the existence of any claim, setoff or other rights which any Loan Guarantor may have at any time against any Canadian Obligated Party, the Multicurrency Administrative Agent, each Multicurrency Issuing Bank, any Lender or any other person, whether in connection herewith or in any unrelated transactions.

(b) The obligations of each Loan Guarantor hereunder are not subject to any defense or setoff, counterclaim, recoupment or termination whatsoever by reason of the invalidity, illegality or unenforceability of any of the Canadian Guaranteed Obligations or otherwise, or any provision of applicable law or regulation purporting to prohibit payment by any Canadian Obligated Party, of the Canadian Guaranteed Obligations or any part thereof.

(c) Further, the obligations of any Loan Guarantor hereunder are not discharged or impaired or otherwise affected by: (i) the failure of the Administrative Agent, any Issuing Bank or any Lender to assert any claim or demand or to enforce any remedy with respect to all or any part of the Canadian Guaranteed Obligations; (ii) any waiver or modification of or supplement to any provision of any agreement relating to the Canadian Guaranteed Obligations; (iii) any release, non-perfection or invalidity of any indirect or direct security for the obligations of the Canadian Borrower for all or any part of the Canadian Guaranteed Obligations or any obligations of any other Canadian Obligated Party liable for any of the Canadian Guaranteed Obligations; (iv) any action or failure to act by the Administrative Agent, any Issuing Bank or any Lender with respect to any collateral securing any part of the Canadian Guaranteed Obligations; or (v) any default, failure or delay, willful or otherwise, in the payment or performance of any of the Canadian Guaranteed Obligations, or any other circumstance, act, omission or delay that might in any manner or to any extent vary the risk of such Loan Guarantor or that would otherwise operate as a discharge of any Loan Guarantor as a matter of law or equity (other than the indefeasible payment in full in cash of the Canadian Guaranteed Obligations).

SECTION 11.04. Defenses Waived. To the fullest extent permitted by applicable law, each Loan Guarantor hereby waives any defense based on or arising out of any defense of the Canadian Borrower or any Loan Guarantor or the unenforceability of all or any part of the Canadian Guaranteed Obligations from any cause, or the cessation from any cause of the liability of the Canadian Borrower or any Loan Guarantor, other than the indefeasible payment in full in cash of the Canadian Guaranteed Obligations. Without limiting the generality of the foregoing, each Loan Guarantor irrevocably waives acceptance hereof, presentment, demand, protest and, to the fullest extent permitted by law, any notice not provided for herein, as well as any requirement that at any time any action be taken by any Person against any Canadian Obligated Party, or any other Person. Each Loan Guarantor confirms that it is not a surety under any state law and shall not raise any such law as a defense to its obligations hereunder. The Administrative Agent may, at its election, foreclose on any Canadian Collateral held by it by one or more judicial or nonjudicial sales, accept an assignment of any such Canadian Collateral in lieu of foreclosure or otherwise act or fail to act

with respect to any collateral securing all or a part of the Canadian Guaranteed Obligations, compromise or adjust any part of the Canadian Guaranteed Obligations, make any other accommodation with any Canadian Obligated Party or exercise any other right or remedy available to it against any Canadian Obligated Party, without affecting or impairing in any way the liability of such Loan Guarantor under this Loan Guaranty except to the extent the Canadian Guaranteed Obligations have been fully and indefeasibly paid in cash. To the fullest extent permitted by applicable law, each Loan Guarantor waives any defense arising out of any such election even though that election may operate, pursuant to applicable law, to impair or extinguish any right of reimbursement or subrogation or other right or remedy of any Loan Guarantor against any Canadian Obligated Party or any security.

SECTION 11.05. Rights of Subrogation. No Loan Guarantor will assert any right, claim or cause of action, including, without limitation, a claim of subrogation, contribution or indemnification, that it has against any Canadian Obligated Party, or any collateral, until the Loan Parties and the Loan Guarantors have fully performed all their obligations to the Administrative Agent, the Multicurrency Administrative Agent, the Issuing Banks and the Lenders.

SECTION 11.06. Reinstatement; Stay of Acceleration. If at any time any payment of any portion of the Canadian Guaranteed Obligations is rescinded or must otherwise be restored or returned upon the insolvency, bankruptcy or reorganization of the Canadian Borrower or otherwise, each Loan Guarantor's obligations under this Loan Guaranty with respect to that payment shall be reinstated at such time as though the payment had not been made and whether or not the Administrative Agent, the Multicurrency Administrative Agent, any Issuing Bank and the Lenders are in possession of this Loan Guaranty. If acceleration of the time for payment of any of the Canadian Guaranteed Obligations is stayed upon the insolvency, bankruptcy or reorganization of the Canadian Borrower, all such amounts otherwise subject to acceleration under the terms of any agreement relating to the Canadian Guaranteed Obligations shall nonetheless be payable by the Loan Guarantors promptly on demand by the Administrative Agent.

SECTION 11.07. Information. Each Loan Guarantor assumes all responsibility for being and keeping itself informed of the Canadian Borrower's financial condition and assets, and of all other circumstances bearing upon the risk of nonpayment of the Canadian Guaranteed Obligations and the nature, scope and extent of the risks that each Loan Guarantor assumes and incurs under this Loan Guaranty, and agrees that neither the Administrative Agent, the Multicurrency Administrative Agent, any Issuing Bank nor any Lender shall have any duty to advise any Loan Guarantor of information known to it regarding those circumstances or risks.

SECTION 11.08. Release. The Loan Guaranty of any Loan Guarantor (other than any Borrower) shall be automatically released upon any Disposition of Equity Interests of such Loan Guarantor in accordance with Section 6.05, following which such Loan Guarantor ceases to be a Subsidiary of the U.S. Borrower.

SECTION 11.09. [Reserved].

SECTION 11.10. Maximum Canadian Liability. In any action or proceeding involving any corporate law, or any provincial, territorial, state, federal or foreign

bankruptcy, insolvency, reorganization or other law affecting the rights of creditors generally, if the obligations of any Loan Guarantor under this Loan Guaranty would otherwise be held or determined to be void, voidable, avoidable, invalid or unenforceable on account of the amount of such Loan Guarantor's liability under this Loan Guaranty, then, notwithstanding any other provision of this Loan Guaranty to the contrary, the amount of such liability shall, without any further action by the Loan Guarantors or the Administrative Agent, the Multicurrency Administrative Agent, any Issuing Bank or any Lender, be automatically limited and reduced to the highest amount that is valid and enforceable as determined in such action or proceeding (such highest amount determined hereunder being the relevant Loan Guarantor's "Maximum Canadian Liability." This Section with respect to the Maximum Canadian Liability of each Loan Guarantor is intended solely to preserve the rights of the Administrative Agent, the Multicurrency Administrative Agent, the Issuing Banks and the Lenders to the maximum extent not subject to avoidance under applicable law, and no Loan Guarantor nor any other Person shall have any right or claim under this Section with respect to such Maximum Canadian Liability, except to the extent necessary so that the obligations of any Loan Guarantor hereunder shall not be rendered voidable under applicable law. Each Loan Guarantor agrees that the Canadian Guaranteed Obligations may at any time and from time to time exceed the Maximum Canadian Liability of each Loan Guarantor without impairing this Loan Guaranty or affecting the rights and remedies of the Administrative Agent, the Multicurrency Administrative Agent, the Issuing Banks or the Lenders hereunder, provided that, nothing in this sentence shall be construed to increase any Loan Guarantor's obligations hereunder beyond its Maximum Canadian Liability.

SECTION 11.11. Contribution. In the event any Loan Guarantor (a "Paying Canadian Guarantor") shall make any payment or payments under this Loan Guaranty or shall suffer any loss as a result of any realization upon any collateral granted by it to secure its obligations under this Loan Guaranty, each other Loan Guarantor (each a "Non-Paying Canadian Guarantor") shall contribute to such Paying Canadian Guarantor an amount equal to such Non-Paying Canadian Guarantor's "Applicable Percentage" of such payment or payments made, or losses suffered, by such Paying Canadian Guarantor. For purposes of this Article XI, each Non-Paying Canadian Guarantor's "Applicable Percentage" with respect to any such payment or loss by a Paying Canadian Guarantor shall be determined as of the date on which such payment or loss was made by reference to the ratio of (i) such Non-Paying Canadian Guarantor's Maximum Canadian Liability as of such date (without giving effect to any right to receive, or obligation to make, any contribution hereunder) or, if such Non-Paying Canadian Guarantor's Maximum Canadian Liability has not been determined, the aggregate amount of all monies received by such Non-Paying Canadian Guarantor from the Canadian Borrower after the Amendment Effective Date (whether by loan, capital infusion or by other means) to (ii) the aggregate Maximum Canadian Liability of all Loan Guarantors hereunder (including such Paying Canadian Guarantor) as of such date (without giving effect to any right to receive, or obligation to make, any contribution hereunder), or to the extent that a Maximum Canadian Liability has not been determined for any Loan Guarantor, the aggregate amount of all monies received by such Loan Guarantors from the Canadian Borrower after the Amendment Effective Date (whether by loan, capital infusion or by other means). Nothing in this provision shall affect any Loan Guarantor's several liability for the entire amount of the Canadian Guaranteed Obligations (up to such Loan Guarantor's Maximum Canadian Liability). Each of the Loan Guarantors covenants and agrees that its right to receive any contribution under this Loan Guaranty from a Non-Paying Canadian Guarantor shall be subordinate and junior in right of payment to the payment in full in cash of the Canadian

Guaranteed Obligations. This provision is for the benefit of all of the Administrative Agent, the Multicurrency Administrative Agent, the Issuing Banks, the Lenders and the Loan Guarantors and may be enforced by any one, or more, or all of them in accordance with the terms hereof.

SECTION 11.12. Liability Cumulative. The liability of each Loan Party as a Loan Guarantor under this Article XI is in addition to and shall be cumulative with all liabilities of each Loan Party to the Administrative Agent, the Multicurrency Administrative Agent, the Issuing Banks and the Lenders under this Agreement and the other Loan Documents to which such Loan Party is a party or in respect of any obligations or liabilities of the other Loan Parties, without any limitation as to amount, unless the instrument or agreement evidencing or creating such other liability specifically provides to the contrary.

ARTICLE XII

The Borrower Representative

SECTION 12.01. Appointment; Nature of Relationship. The U.S. Borrower is hereby appointed by each of the Borrowers as its contractual representative (herein referred to as the "Borrower Representative" hereunder and under each other Loan Document, and each of the Borrowers irrevocably authorizes the Borrower Representative to act as the contractual representative of such Borrower with the rights and duties expressly set forth herein and in the other Loan Documents. The Borrower Representative agrees to act as such contractual representative upon the express conditions contained in this Article XII. Additionally, the Borrowers hereby appoint the Borrower Representative as their agent to receive all of the proceeds of the Loans in the Funding Account(s), at which time the Borrower Representative shall promptly disburse such Loans to the appropriate Borrower(s), provided that, in the case of a Revolving Loan, such amount shall not exceed Availability. The Administrative Agent, the Multicurrency Administrative Agent and the Lenders, and their respective officers, directors, agents or employees, shall not be liable to the Borrower Representative or any Borrower for any action taken or omitted to be taken by the Borrower Representative or the Borrowers pursuant to this Section 12.01.

SECTION 12.02. Powers. The Borrower Representative shall have and may exercise such powers under the Loan Documents as are specifically delegated to the Borrower Representative by the terms of each thereof, together with such powers as are reasonably incidental thereto. The Borrower Representative shall have no implied duties to the Borrowers, or any obligation to the Lenders to take any action thereunder except any action specifically provided by the Loan Documents to be taken by the Borrower Representative.

SECTION 12.03. Employment of Agents. The Borrower Representative may execute any of its duties as the Borrower Representative hereunder and under any other Loan Document by or through authorized officers.

SECTION 12.04. Notices. Each Borrower shall immediately notify the Borrower Representative of the occurrence of any Default or Unmatured Default hereunder referring to this Agreement describing such Default or Unmatured Default and stating that such notice is a "notice of default." In the event that the Borrower Representative receives such a notice, the Borrower Representative shall give prompt notice thereof to the

Administrative Agent and the Lenders. Any notice provided to the Borrower Representative hereunder shall constitute notice to each Borrower on the date received by the Borrower Representative.

SECTION 12.05. Successor Borrower Representative. Upon the prior written consent of the Administrative Agent, the Borrower Representative may resign at any time, such resignation to be effective upon the appointment of a successor Borrower Representative. The Administrative Agent shall give prompt written notice of such resignation to the Lenders.

SECTION 12.06. Execution of Loan Documents; Borrowing Base Certificate. The Borrowers hereby empower and authorize the Borrower Representative, on behalf of the Borrowers, to execute and deliver to the Administrative Agent, the Multicurrency Administrative Agent and the Lenders the Loan Documents and all related agreements, certificates, documents, or instruments as shall be necessary or appropriate to effect the purposes of the Loan Documents, including, without limitation, the Borrowing Base Certificates and the Compliance Certificates. Each Borrower agrees that any action taken by the Borrower Representative or the Borrowers in accordance with the terms of this Agreement or the other Loan Documents, and the exercise by the Borrower Representative of its powers set forth therein or herein, together with such other powers that are reasonably incidental thereto, shall be binding upon all of the Borrowers.

SECTION 12.07. Reporting. Each Borrower hereby agrees that such Borrower shall furnish to the Borrower Representative a copy of its Borrowing Base Certificate and any other certificate or report required hereunder or requested by the Borrower Representative on which the Borrower Representative shall rely to prepare the Borrowing Base Certificates and Compliance Certificate required pursuant to the provisions of this Agreement promptly after such Borrowing Base Certificate or other certificate or report is required to be delivered hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

LEVI STRAUSS & CO., as U.S. Borrower

By: /s/ Johan Nystedt

Name: Johan Nystedt

Title: Vice President and Global Treasurer

LEVI STRAUSS & CO. (CANADA) INC.,
as Canadian Borrower

By: /s/ Johan Nystedt

Name: Johan Nystedt

Title: Treasurer

OTHER LOAN PARTIES:

LEVI'S ONLY STORES, INC.

By: /s/ Johan Nystedt

Name: Johan Nystedt

Title: Treasurer and Vice President

LEVI STRAUSS INTERNATIONAL, INC.

By: /s/ Johan Nystedt

Name: Johan Nystedt

Title: Vice President and Treasurer

LVC, LLC

By: /s/ Johan Nystedt

Name: Johan Nystedt

Title: Treasurer

LEVI'S ONLY STORES GEORGETOWN, LLC

By: /s/ Johan Nystedt
Name: Johan Nystedt
Title: Treasurer

LEVI STRAUSS, U.S.A., LLC

By: /s/ Johan Nystedt
Name: Johan Nystedt
Title: Vice President and Treasurer

LEVI STRAUSS-ARGENTINA, LLC

By: /s/ Johan Nystedt
Name: Johan Nystedt
Title: Vice President and Treasurer

LEVI STRAUSS INTERNATIONAL

By: /s/ Johan Nystedt
Name: Johan Nystedt
Title: Vice President and Treasurer

JPMORGAN CHASE BANK, N.A., individually and as Administrative Agent, an Issuing Bank and the Swingline Lender

By: /s/ Annaliese Fisher
Name: Annaliese Fisher
Title: Authorized Officer

JPMORGAN CHASE BANK, N.A., TORONTO BRANCH, individually and as Multicurrency Administrative Agent

By: /s/ Auggie Marchetti
Name: Auggie Marchetti
Title: Authorized Officer

JPMORGAN CHASE BANK, N.A., as Lender

By: /s/ Annaliese Fisher
Name: Annaliese Fisher
Title: Authorized Officer

JPMORGAN CHASE BANK, N.A., TORONTO BRANCH, as Lender

By: /s/ Auggie Marchetti
Name: Auggie Marchetti
Title: Authorized Officer

BANK OF AMERICA, N.A., as Lender

By: /s/ Monirah J. Masud
Name: Monirah J. Masud
Title: Senior Vice President

BANK OF AMERICA, N.A. (CANADA BRANCH), as Lender

By: /s/ Medina Sales de Andrade
Name: Medina Sales de Andrade
Title: Vice President

WELLS FARGO BANK, N.A., as Lender

By: /s/ Krista Mize
Name: Krista Mize
Title: Authorized Signatory

WELLS FARGO CAPITAL FINANCE CORPORATION CANADA, as Lender

By: /s/ Domenic Consentino
Name: Domenic Consentino
Title: Vice President

HSBC BANK USA, N.A., as Lender

By: /s/ Mark Gibbs

Name: Mark Gibbs
Title: Vice President

HSBC BANK CANADA, as Lender

By: /s/ Grant McFarlane

Name: Grant McFarlane
Title: Assistant Vice President

By: /s/ Michael Chung

Name: Michael Chung
Title: Senior Corporate Banking Manager

GOLDMAN SACHS BANK USA, as Lender

By: /s/ Rebecca Kratz

Name: Rebecca Kratz
Title: Authorized Signatory

GOLDMAN SACHS LENDING PARTNERS LLC, as Lender

By: /s/ Rebecca Kratz

Name: Rebecca Kratz
Title: Authorized Signatory

DEUTSCHE BANK AG NEW YORK BRANCH, as Lender

By: /s/ Peter Cucchiara

Name: Peter Cucchiara
Title: Vice President

By: /s/ Michael Winters

Name: Michael Winters
Title: Vice President

DEUTSCHE BANK AG CANADA BRANCH, as Lender

By: /s/ Peter Uffelmann
Name: Peter Uffelmann
Title: Vice President

By: /s/ David Gynn
Name: David Gynn
Title: Chief Financial Officer

UNION BANK, N.A., as Lender

By: /s/ Nadia Mitevska
Name: Nadia Mitevska
Title: Vice President

UNION BANK, CANADA BRANCH, as Lender

By: /s/ Anne Collins
Name: Anne Collins
Title: Vice President

PNC BANK, N.A., as Lender

By: /s/ Steve Roberts
Name: Steve Roberts
Title: Vice President

BNP PARIBAS, as Lender

By: /s/ Guelay Mese
Name: Guelay Mese
Title: Director

By: /s/ Pierre Francois Chequet
Name: Pierre Francois Chequet
Title: Managing Director

SUNTRUST BANK, as Lender

By: /s/ Angela Leake
Name: Angela Leake
Title: Director

ROYAL BANK OF CANADA, as Multicurrency Revolving Lender

By: /s/ Stuart Coulter
Name: Stuart Coulter
Title: Attorney in Fact

By: /s/ Francois Thibaudeau
Name: Francois Thibaudeau
Title: Attorney in Fact

ROYAL BANK OF CANADA, as U.S. Revolving Lender

By: /s/ Daniel Gioia
Name: Daniel Gioia
Title: Authorized Signatory

By: /s/ Philippe Pepin
Name: Philippe Pepin
Title: Authorized Signatory

THE BANK OF NOVA SCOTIA, as Lender

By: /s/ Diane Emanuel
Name: Diane Emanuel
Title: Managing Director

BANK OF THE WEST, as Lender

By: /s/ Rochelle Dineen
Name: Rochelle Dineen
Title: Director

COMMITMENT SCHEDULE

Lender	U.S. Commitment	Multicurrency Commitment	Commitment
JPMorgan Chase Bank, N.A.	\$148,235,000	\$0	\$148,235,000
JPMorgan Chase Bank, N.A., Toronto Branch	\$0	\$11,765,000	\$11,765,000
Bank of America, N.A.	\$136,471,000	\$0	\$136,471,000
Bank of America, N.A. (Canada Branch)	\$0	\$8,529,000	\$8,529,000
Wells Fargo Bank, N.A.	\$89,412,000	\$0	\$89,412,000
Wells Fargo Capital Finance Corporation Canada	\$0	\$5,588,000	\$5,588,000
HSBC Bank USA, N.A.	\$84,706,000	\$0	\$84,706,000
HSBC Bank Canada	\$0	\$5,294,000	\$5,294,000
Goldman Sachs Bank USA	\$44,706,000	\$0	\$44,706,000
Goldman Sachs Lending Partners LLC	\$0	\$2,794,000	\$2,794,000
Deutsche Bank AG New York Branch	\$44,706,000	\$0	\$44,706,000
Deutsche Bank AG Canada Branch	\$0	\$2,794,000	\$2,794,000
Union Bank, N.A.	\$37,647,000	\$0	\$37,647,000
Union Bank, Canada Branch	\$0	\$2,353,000	\$2,353,000
PNC Bank, N.A.	\$40,000,000	\$0	\$40,000,000
BNP Paribas	\$37,647,000	\$2,353,000	\$40,000,000
SunTrust Bank	\$37,647,000	\$2,353,000	\$40,000,000
Royal Bank of Canada	\$37,647,000	\$2,353,000	\$40,000,000
The Bank of Nova Scotia	\$37,647,000	\$2,353,000	\$40,000,000
Bank of the West	\$23,529,000	\$1,471,000	\$25,000,000
Total	\$800,000,000	\$50,000,000	\$850,000,000

[FORM OF] ASSIGNMENT AND ASSUMPTION

This Assignment and Assumption (the “Assignment and Assumption”) is dated as of the Effective Date set forth below and is entered into by and between [Insert name of Assignor] (the “Assignor”) and [Insert name of Assignee] (the “Assignee”). Capitalized terms used but not defined herein shall have the meanings given to them in the Credit Agreement identified below (as amended, the “Credit Agreement”), receipt of a copy of which is hereby acknowledged by the Assignee. The Standard Terms and Conditions set forth in Annex 1 attached hereto are hereby agreed to and incorporated herein by reference and made a part of this Assignment and Assumption as if set forth herein in full.

For an agreed consideration, the Assignor hereby irrevocably sells and assigns to the Assignee, and the Assignee hereby irrevocably purchases and assumes from the Assignor, subject to and in accordance with the Standard Terms and Conditions and the Credit Agreement, as of the Effective Date inserted by the Administrative Agent as contemplated below, (i) all of the Assignor’s rights and obligations in its capacity as a Lender under the Credit Agreement and any other documents or instruments delivered pursuant thereto to the extent related to the amount and percentage interest identified below of all of such outstanding rights and obligations of the Assignor under the respective facilities identified below (including any letters of credit, guarantees and swingline loans included in such facilities) and (ii) to the extent permitted to be assigned under applicable law, all claims, suits, causes of action and other rights of the Assignor (in its capacity as a Lender) against any Person, whether known or unknown, arising under or in connection with the Credit Agreement, any other documents or instruments delivered pursuant thereto or the loan transactions governed thereby or in any way based on or related to any of the foregoing, including contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or in equity related to the rights and obligations sold and assigned pursuant to clause (i) above (the rights and obligations sold and assigned pursuant to clauses (i) and (ii) above being referred to herein collectively as the “Assigned Interest”). Such sale and assignment is without recourse to the Assignor and, except as expressly provided in this Assignment and Assumption, without representation or warranty by the Assignor.

1. Assignor: _____

2. Assignee: _____
[and is an Affiliate/Approved Fund of [identify Lender]¹]

3. Borrowers: LEVI STRAUSS & CO. (the U.S. Borrower) and LEVI STRAUSS & CO. (CANADA) INC. (the Canadian Borrower)

¹ Select as applicable.

4. Administrative Agents: JPMORGAN CHASE BANK, N.A., as the administrative agent under the Credit Agreement and JPMORGAN CHASE BANK, N.A., TORONTO BRANCH, as the multicurrency administrative agent under the Credit Agreement
5. Credit Agreement: The \$850,000,000 Amended and Restated Credit Agreement dated as of March 21, 2014, among LEVI STRAUSS & CO. (the “U.S. Borrower”), LEVI STRAUSS & CO. (CANADA) INC. (the “Canadian Borrower” and together with the U.S. Borrower, the “Borrowers”), the other Loan Parties party thereto, the Lenders party thereto, JPMORGAN CHASE BANK, N.A., as Administrative Agent, JPMORGAN CHASE BANK, N.A., TORONTO BRANCH, as Multicurrency Administrative Agent, and the other agents parties thereto
6. Assigned Interest:

Facility Assigned ²	Aggregate Amount of Commitment/Loans for all Lenders	Amount of Commitment/Loans Assigned	Percentage Assigned of Commitment/Loans ³
\$	\$		%
\$	\$		%
\$	\$		%

Effective Date: [_____, 20____] [TO BE INSERTED BY ADMINISTRATIVE AGENT AND WHICH SHALL BE THE EFFECTIVE DATE OF RECORDATION OF TRANSFER IN THE REGISTER THEREFOR.]

The Assignee agrees to deliver to the Administrative Agent a completed Administrative Questionnaire in which the Assignee designates one or more Credit Contacts to whom all syndicate-level information (which may contain material non-public information about the Borrowers, the Loan Parties and their Related Parties or their respective securities, so long as the Assignee agrees to keep such information confidential) will be made available and who may receive such information in accordance with the Assignee’s compliance procedures and applicable laws, including Federal and state securities laws.

The terms set forth in this Assignment and Assumption are hereby agreed to:

² Fill in the appropriate terminology for the types of facilities under the Credit Agreement that are being assigned under this Assignment (e.g., “U.S. Commitment,” “Multicurrency Commitment,” etc.)

³ Set forth, to at least 9 decimals, as a percentage of the Commitment/Loans of all Lenders thereunder.

Exhibit A-2

ASSIGNOR

[NAME OF ASSIGNOR]

By: _____

Title:

ASSIGNEE

[NAME OF ASSIGNEE]

By: _____

Title:

Consented to and Accepted:

JPMORGAN CHASE BANK, N.A., as
Administrative Agent

By: _____
Title:

Consented to and Accepted:

LEVI STRAUSS & CO.

By: _____
Title:

Consented to and Accepted:

[NAME OF EACH ISSUING BANK]

By: _____
Title:

Exhibit A-3

LEVI STRAUSS & CO.
SENIOR SECURED REVOLVING CREDIT FACILITY

STANDARD TERMS AND CONDITIONS FOR
ASSIGNMENT AND ASSUMPTION

1. Representations and Warranties.

1.1. Assignor. The Assignor (a) represents and warrants that (i) it is the legal and beneficial owner of the Assigned Interest, (ii) the Assigned Interest is free and clear of any lien, encumbrance or other adverse claim and (iii) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby; and (b) assumes no responsibility with respect to (i) any statements, warranties or representations made in or in connection with the Credit Agreement or any other Loan Document, (ii) the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Loan Documents or any collateral thereunder, (iii) the financial condition of any Borrower, any of its Subsidiaries or Affiliates or any other Person obligated in respect of any Loan Document or (iv) the performance or observance by any Borrower, any of its Subsidiaries or Affiliates or any other Person of any of their respective obligations under any Loan Document.

1.2. Assignee. The Assignee (a) represents and warrants that (i) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby and to become a Lender under the Credit Agreement, (ii) it satisfies the requirements, if any, specified in the Credit Agreement that are required to be satisfied by it in order to acquire the Assigned Interest and become a Lender, (iii) from and after the Effective Date, it shall be bound by the provisions of the Credit Agreement as a Lender thereunder and, to the extent of the Assigned Interest, shall have the obligations of a Lender thereunder, (iv) it has received a copy of the Credit Agreement, together with copies of the most recent financial statements delivered pursuant to Section 5.01 thereof, as applicable, and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Assignment and Assumption and to purchase the Assigned Interest on the basis of which it has made such analysis and decision independently and without reliance on the Administrative Agent or any other Lender, and (v) if it is a Non-U.S. Lender, attached to the Assignment and Assumption is any documentation required to be delivered by it pursuant to the terms of the Credit Agreement, duly completed and executed by the Assignee; and (b) agrees that (i) it will, independently and without reliance on the Administrative Agent, the Assignor or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Loan Documents, and (ii) it will perform in accordance with their terms all of the obligations which by the terms of the Loan Documents are required to be performed by it as a Lender.

Annex I-1

2. Payments. From and after the Effective Date, the Applicable Administrative Agent shall make all payments in respect of the Assigned Interest (including payments of principal, interest, fees and other amounts) to the Assignor for amounts which have accrued to but excluding the Effective Date and to the Assignee for amounts which have accrued from and after the Effective Date.

3. General Provisions. This Assignment and Assumption shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. This Assignment and Assumption may be executed in any number of counterparts, which together shall constitute one instrument.

Delivery of an executed counterpart of a signature page of this Assignment and Assumption by facsimile or other electronic transmission (including portable document format (“.pdf”) or similar format) shall be effective as delivery of a manually executed counterpart of this Assignment and Assumption. This Assignment and Assumption shall be governed by, and construed in accordance with, the law of the State of New York.

Annex I-2

[FORM OF] COMPLIANCE CERTIFICATE

To: The Lenders parties to the
Credit Agreement Described Below

This Compliance Certificate is furnished pursuant to that certain Amended and Restated Credit Agreement dated as of March 21, 2014 (as amended, modified, renewed or extended from time to time, the “Agreement”), among Levi Strauss & Co. and Levi Strauss & Co. (Canada) Inc. (the “Borrowers”), the other Loan Parties party thereto, the Lenders party thereto, JPMorgan Chase Bank, N.A., as Administrative Agent for the Lenders and as an Issuing Bank and JPMorgan Chase Bank, N.A., Toronto Branch, as Multicurrency Administrative Agent for the Lenders. Unless otherwise defined herein, capitalized terms used in this Compliance Certificate have the meanings ascribed thereto in the Agreement.

THE UNDERSIGNED HEREBY CERTIFIES, IN [HIS/HER] CAPACITY AS AN OFFICER OF THE BORROWER REPRESENTATIVE, AND NOT INDIVIDUALLY, THAT:

1. I am the duly elected [_____]¹ of the Borrower Representative;

2. I have reviewed the terms of the Agreement and I have made, or have caused to be made under my supervision, a detailed review of the transactions and conditions of the U.S. Borrower and its Subsidiaries during the accounting period covered by the financial statements identified on Schedule I attached hereto **[for quarterly or monthly financial statements add:** and such financial statements present fairly in all material respects the financial condition and results of operations of the U.S. Borrower and its consolidated Subsidiaries on a consolidated basis in accordance with GAAP consistently applied, subject to normal year-end audit adjustments and the absence of footnotes (it being acknowledged and agreed that such financial statements will not be subsequently audited on a quarterly or monthly basis)];

3. The examinations described in paragraph 2 did not disclose, except as set forth below, and I have no knowledge of (i) the existence of any condition or event which constitutes a Default during or at the end of the accounting period covered by the financial statements identified on Schedule I attached hereto or as of the date of this Certificate or (ii) any change in GAAP or in the application thereof that has occurred since the date of the audited financial statements referred to in Section 3.04 of the Agreement;

¹ Fill in appropriate officer (e.g., chief financial officer, principal accounting officer, treasurer, controller or assistant treasurer of the U.S. Borrower).

Exhibit D-1

4. I hereby certify that no Loan Party has changed (i) its name, (ii) its chief executive office, (iii) principal place of business, (iv) the type of entity it is or (v) its state of incorporation or organization without having given the Administrative Agent the notice required by Section 4.15 of the U.S. Security Agreement and by Section 4.15 of the Canadian Security Agreement;

5. Schedule II attached hereto sets forth financial data and computations evidencing the Borrowers' compliance with Section 6.14 of the Agreement, all of which data and computations are true, complete and correct; and

6. [Schedule III hereto sets forth the computations necessary to determine the Applicable Rate commencing on the Business Day this certificate is delivered.]

Described below are the exceptions, if any, to paragraph 3 by listing, in reasonable detail, the (i) nature of the condition or event, the period during which it has existed and the action which the Borrowers have taken, are taking, or propose to take with respect to each such condition or event or (ii) the change in GAAP or the application thereof and the effect of such change on the financial statements identified on Schedule I attached hereto:

The foregoing certifications, together with the computations set forth in Schedule II [and Schedule III hereto] delivered with this Certificate in support hereof, are made and delivered this [____ day of _____, ____].

LEVI STRAUSS & CO., as
Borrower Representative

By: _____
Name:
Title:

Exhibit D-2

SCHEDULE I

Financial Statements

Schedule II-1

Compliance as of [], [] with
Provisions of Section 6.14 of the Agreement

A. Consolidated EBITDA for the twelve Fiscal Months most recently ended (the “Measurement Period”)

1. Consolidated Net Income for the Measurement Period	\$ _____
2. The provision for taxes based on income or profits or utilized in computing net loss for the Measurement Period	\$ _____
3. Consolidated Interest Expense for the Measurement Period	\$ _____
4. Depreciation for the Measurement Period	\$ _____
5. Amortization of intangibles for the Measurement Period	\$ _____
6. For the Measurement Period, any non-recurring expenses relating to, or arising from, any closures of facilities; any restructuring costs; facilities relocation costs; and integration costs and fees (including cash severance payments) made in connection with acquisitions, in an aggregate amount for all such expenses pursuant to item 6 not to exceed 15% of Consolidated EBITDA for such Measurement Period prior to giving effect to this item 6	\$ _____
7. Any non-cash impairment charge or asset write-off (other than any such charge or write-off of Inventory) and the amortization of intangibles for the Measurement Period	\$ _____
8. Inventory purchase accounting adjustments and amortization and impairment charges resulting from other purchase accounting adjustments in connection with acquisitions for the Measurement Period	\$ _____
9. Fees and expenses related to any offering of securities, Investments permitted hereby, acquisition and incurrence of Indebtedness permitted to be incurred hereunder (whether or not successful) for the Measurement Period	\$ _____
10. Any other non-cash items (other than any non-cash item to the extent that it represents an accrual of or reserve for cash expenditures in any future period) for the Measurement Period	\$ _____
11. All non-cash items increasing Consolidated Net Income for the Measurement Period (other than any such non-cash item to the extent that it has resulted or will result in the receipt of cash payments in any period).	\$ _____
12. Consolidated EBITDA [A.1+A.2+A.3+A.4+A.5+A.6+A.7+A.8+A.9+A.10-A.11]	\$ _____

B. Consolidated Fixed Charge Coverage Ratio (Section 6.14)

Schedule II-2

1. Consolidated EBITDA for the Measurement Period (A.12)	\$ _____
2. Aggregate amount of all Consolidated Capital Expenditures made by the U.S. Borrower and its Subsidiaries during the Measurement Period	\$ _____
3. Federal, state, local and foreign income taxes paid in cash during the Measurement Period	\$ _____
4. Consolidated Interest Expense for the Measurement Period	\$ _____
5. Amount of Restricted Payments made by the U.S. Borrower during the Measurement Period in reliance on the proviso to <u>Section 6.08(a)</u>	\$ _____
6. Aggregate principal amount (or the equivalent thereto) of all scheduled repayments of Indebtedness (other than (x) intercompany Indebtedness, (y) payments of Existing Yen Notes and (z) payments of Existing Euro Notes) made by the U.S. Borrower and any other Loan Party during the Measurement Period (other than to the extent such Indebtedness has been refinanced or defeased, or with respect to which restricted cash has been set aside to repay, during such period from the proceeds of new Indebtedness that is not secured by any Collateral)	\$ _____
7. Consolidated Fixed Charge Coverage Ratio [B1-(B2+B3)] : [B4+B5+B6]	___ to 1.00
8. Minimum required Consolidated Fixed Charge Coverage Ratio	1.00 to 1.00

Schedule II-3

SCHEDULE III

Borrowers' Applicable Rate Calculation

Requirement: The computations necessary to determine the Applicable Rate commencing on the Business Day this certificate is delivered.

Response: As of [], 201[], for the Fiscal Quarter ended [], 201[], Average Availability was \$[], which was []% of the Line Cap as of such date. Accordingly, as of the date hereof, the Applicable Rate shall be based on Level [] in the grid set forth in the definition of "Applicable Rate" in the Credit Agreement.

Schedule III-1

[FORM OF] U.S. JOINDER AGREEMENT

THIS JOINDER AGREEMENT (this “Agreement”), dated as of _____, ___, 20_____, is entered into between _____, a _____ (the “New Subsidiary”) and JPMORGAN CHASE BANK, N.A., in its capacity as administrative agent (the “Administrative Agent”) under that certain Amended and Restated Credit Agreement dated as of March 21, 2014 (as the same may be amended, modified, extended or restated from time to time, the “Credit Agreement”) among Levi Strauss & Co. and Levi Strauss & Co. (Canada) Inc. (the “Borrowers”), the other Loan Parties party thereto, the Lenders party thereto, the Administrative Agent for the Lenders and JPMorgan Chase Bank, N.A., Toronto Branch, as Multicurrency Administrative Agent for the Lenders. All capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the Credit Agreement.

The New Subsidiary and the Administrative Agent, for the benefit of the Lenders, hereby agree as follows:

1. The New Subsidiary hereby acknowledges, agrees and confirms that, by its execution of this Agreement, the New Subsidiary will become (i) a U.S. Loan Party under the Credit Agreement and a “U.S. Loan Guarantor” for all purposes of the Credit Agreement and shall have all of the obligations of a U.S. Loan Party and a U.S. Loan Guarantor thereunder as if it had executed the Credit Agreement and (ii) a Grantor under the U.S. Security Agreement and shall have all of the obligations of a Grantor thereunder as if it had executed the U.S. Security Agreement. The New Subsidiary hereby ratifies, as of the date hereof, and agrees to be bound by, all of the terms, provisions and conditions contained in the Credit Agreement and the U.S. Security Agreement, including without limitation (a) all of the representations and warranties of the Loan Parties set forth in Article III of the Credit Agreement and in the U.S. Security Agreement, (b) all of the covenants set forth in Articles V and VI of the Credit Agreement and all of the covenants and grants of security interests in the U.S. Security Agreement, (c) all of the guaranty obligations set forth in Article X and Article XI of the Credit Agreement. Without limiting the generality of the foregoing terms of this paragraph 1, the New Subsidiary (1) subject to the limitations set forth in Sections 10.10 and 11.10 of the Credit Agreement, hereby guarantees, jointly and severally with the other U.S. Loan Guarantors, to the U.S. Lender Parties, as provided in Article X and Article XI of the Credit Agreement, the prompt payment and performance of the U.S. Guaranteed Obligations and the Canadian Guaranteed Obligations in full when due (whether at stated maturity, as a mandatory prepayment, by acceleration or otherwise) strictly in accordance with the terms thereof and agrees that if any of the U.S. Guaranteed Obligations or Canadian Guaranteed Obligations are not paid or performed in full when due (whether at stated maturity, as a mandatory prepayment, by acceleration or otherwise), the New Subsidiary will, jointly and severally together with the other U.S. Loan Guarantors and, in the case of the Canadian Secured Obligations, the Canadian Guarantors, promptly pay and perform the same, without any demand or notice whatsoever, and that in the case of any extension of time of payment or renewal of any of the U.S. Guaranteed Obligations and

Exhibit E-1-1

Canadian Guaranteed Obligations, the same will be promptly paid in full when due (whether at extended maturity, as a mandatory prepayment, by acceleration or otherwise) in accordance with the terms of such extension or renewal and (2) grants a security interest to the Administrative Agent for the benefit of the U.S. Lender Parties in all of the Collateral (as defined in the U.S. Security Agreement) now or hereinafter owned by such New Subsidiary to secure the Secured Obligations.

2. If required, the New Subsidiary is, simultaneously with the execution of this Agreement, executing and delivering such Collateral Documents (and such other documents and instruments) as requested by the Administrative Agent in accordance with the Credit Agreement.

3. The address of the New Subsidiary for purposes of Section 9.01 of the Credit Agreement is as follows:

4. The New Subsidiary hereby waives acceptance by the Administrative Agent and the U.S. Lender Parties of the guarantee and grant of security interest hereunder by the New Subsidiary upon the execution of this Agreement by the New Subsidiary.

5. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall constitute one and the same instrument.

6. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the New Subsidiary has caused this Agreement to be duly executed by its authorized officer, and the Administrative Agent, for the benefit of the U.S. Lender Parties, has caused the same to be accepted by its authorized officer, as of the day and year first above written.

[NEW SUBSIDIARY]

By: _____
Name:
Title:

Acknowledged and accepted:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

Exhibit E-1-2

By: _____
Name:
Title:

Exhibit E-1-3

[FORM OF] CANADIAN JOINDER AGREEMENT

THIS JOINDER AGREEMENT (this “Agreement”), dated as of _____, 20_____, is entered into between _____, a _____ (the “New Subsidiary”) and JPMORGAN CHASE BANK, N.A., Toronto Branch, in its capacity as multicurrency administrative agent (the “Multicurrency Administrative Agent”) under that certain Amended and Restated Credit Agreement, dated as of March 21, 2014 (as the same may be amended, modified, extended or restated from time to time, the “Credit Agreement”) among Levi Strauss & Co. and Levi Strauss & Co. (Canada) Inc. (the “Borrowers”), the other Loan Parties party thereto, the Lenders party thereto, the Multicurrency Administrative Agent and JPMORGAN CHASE BANK, N.A., as Administrative Agent for the Lenders. All capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Credit Agreement.

The New Subsidiary and the Multicurrency Administrative Agent, for the benefit of the Lenders, hereby agree as follows:

1. The New Subsidiary hereby acknowledges, agrees and confirms that, by its execution of this Agreement, the New Subsidiary will become (i) a Canadian Loan Party under the Credit Agreement and a “Canadian Guarantor” for all purposes of the Credit Agreement and shall have all of the obligations of a Canadian Loan Party and a Canadian Guarantor thereunder as if it had executed the Credit Agreement and (ii) a “Grantor” for all purposes of the Canadian Security Agreement and shall have all of the obligations of a Grantor thereunder as if it had executed the Canadian Security Agreement. The New Subsidiary hereby ratifies, as of the date hereof, and agrees to be bound by, all of the terms, provisions and conditions contained in the Credit Agreement and the Canadian Security Agreement, including without limitation (a) all of the representations and warranties of the Loan Parties set forth in Article III of the Credit Agreement and in the Canadian Security Agreement, (b) all of the covenants set forth in Articles V and VI of the Credit Agreement and in the Canadian Security Agreement and (c) all of the guarantee obligations set forth in Article XI of the Credit Agreement. Without limiting the generality of the foregoing terms of this paragraph 1, the New Subsidiary (1) subject to the limitations set forth in Section 11.10 of the Credit Agreement, hereby guarantees, jointly and severally with the other Loan Guarantors, to the Canadian Administrative Agent and the Multicurrency Lender Parties, as provided in Article XI of the Credit Agreement, the prompt payment and performance of the Canadian Guaranteed Obligations in full when due (whether at stated maturity, as a mandatory prepayment, by acceleration or otherwise) strictly in accordance with the terms thereof and agrees that if any of the Canadian Guaranteed Obligations are not paid or performed in full when due (whether at stated maturity, as a mandatory prepayment, by acceleration or otherwise), the New Subsidiary will, jointly and severally together with the other Loan Guarantors, promptly pay and perform the same, without any demand or notice whatsoever, and that in the case of any extension of time of payment or renewal of any of the Canadian Guaranteed Obligations, the same will be promptly paid in full when due (whether at extended maturity, as a mandatory prepayment, by acceleration or otherwise) in accordance with the terms of such extension or renewal and (2) grants a security interest to the Administrative Agent for the benefit of the Multicurrency Lender Parties in all of the Collateral (as defined in the Canadian Security Agreement) now or hereinafter owned by such New Subsidiary to secure the Canadian Secured Obligations.

Exhibit E-2-1

2. If required, the New Subsidiary is, simultaneously with the execution of this Agreement, executing and delivering such Collateral Documents (and such other documents and instruments) as requested by the Multicurrency Administrative Agent in accordance with the Credit Agreement.

3. The address of the New Subsidiary for purposes of Section 9.01 of the Credit Agreement is as follows:

4. The New Subsidiary hereby waives acceptance by the Multicurrency Administrative Agent and the Multicurrency Lender Parties of the guarantee and grant of security interest hereunder by the New Subsidiary upon the execution of this Agreement by the New Subsidiary.

5. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall constitute one and the same instrument.

6. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the New Subsidiary has caused this Agreement to be duly executed by its authorized officer, and the Multicurrency Administrative Agent, for the benefit of the Multicurrency Lender Parties, has caused the same to be accepted by its authorized officer, as of the day and year first above written.

[NEW SUBSIDIARY]

By: _____
Name: _____
Title: _____

Acknowledged and accepted:

JPMORGAN CHASE BANK, N.A., TORONTO BRANCH, as Multicurrency
Administrative Agent

By: _____
Name: _____
Title: _____

Exhibit E-2-2

[FORM OF] U.S. TAX COMPLIANCE CERTIFICATE

(For Non-U.S. Lenders That Are Not Partnerships For U.S. Federal Income Tax Purposes)

Reference is made to that certain Amended and Restated Credit Agreement, dated as of March 21, 2014 (as it may be amended, supplemented, restated or otherwise modified from time to time, the “Credit Agreement,”) among LEVI STRAUSS & CO., a Delaware corporation (the “U.S. Borrower”), LEVI STRAUSS & CO. (CANADA) INC., an Ontario corporation (the “Canadian Borrower” and together with the U.S. Borrower, the “Borrowers”), the other Loan Parties party thereto, the Lenders party thereto, JPMORGAN CHASE BANK, N.A., as the Administrative Agent, and JPMORGAN CHASE BANK, N.A.. TORONTO BRANCH, as the Multicurrency Administrative Agent. Capitalized terms used herein that are not defined herein shall have the meanings ascribed to them in the Credit Agreement.

Pursuant to the provisions of Section 2.17(f) of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record and beneficial owner of the Loan(s) (as well as any note(s) evidencing such Loan(s)) in respect of which it is providing this certificate, (ii) it is not a bank within the meaning of Section 881(c)(3)(A) of the Code, (iii) it is not a ten percent shareholder of the U.S. Borrower within the meaning of Section 871(h)(3)(B) of the Code, (iv) it is not a controlled foreign corporation related to the U.S. Borrower as described in Section 881(c)(3)(C) of the Code, and (v) the interest payments on the Loan(s) are not effectively connected with the undersigned’s conduct of a U.S. trade or business.

The undersigned has furnished the Administrative Agent and the Borrower Representative with a certificate of its non-U.S. person status on Internal Revenue Service Form W-8BEN. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, or if a lapse in time or change in circumstances renders the information on this certificate obsolete, expired or inaccurate in any material respect, the undersigned shall promptly so inform the Borrower Representative and the Administrative Agent in writing and deliver promptly to the Borrower Representative and the Administrative Agent an updated certificate or other appropriate documentation (including any new documentation reasonably requested by the Borrower Representative or the Administrative Agent) or promptly notify the Borrower Representative and the Administrative Agent in writing of its inability to do so, and (2) the undersigned shall have at all times furnished the Borrower Representative and the Administrative Agent with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned or at such times as are reasonably requested by the Borrower Representative and the Administrative Agent.

[NAME OF LENDER]

By: _____

Name:

Title:

Date: _____, 20[]

Exhibit F-1-1

[FORM OF] U.S. TAX COMPLIANCE CERTIFICATE

(For Non-U.S. Lenders That Are Partnerships For U.S. Federal Income Tax Purposes)

Reference is made to that certain Amended and Restated Credit Agreement, dated as of March 21, 2014 (as it may be amended, supplemented, restated or otherwise modified from time to time, the “Credit Agreement,”) among LEVI STRAUSS & CO., a Delaware corporation (the “U.S. Borrower”), LEVI STRAUSS & CO. (CANADA) INC., an Ontario corporation (the “Canadian Borrower” and together with the U.S. Borrower, the “Borrowers”), the other Loan Parties party thereto, the Lenders party thereto, JPMORGAN CHASE BANK, N.A., as the Administrative Agent, and JPMORGAN CHASE BANK, N.A.. TORONTO BRANCH, as the Multicurrency Administrative Agent. Capitalized terms used herein that are not defined herein shall have the meanings ascribed to them in the Credit Agreement.

Pursuant to the provisions of 2.17(f) of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record owner of the Loan(s) (as well as any note(s) evidencing such Loan(s)) in respect of which it is providing this certificate, (ii) its direct or indirect partners/members are the sole beneficial owners of such Loan(s) (as well as any note(s) evidencing such Loan(s)), (iii) with respect to the extension of credit pursuant to the Credit Agreement or any other Loan Document, neither the undersigned nor any of its direct or indirect partners/members is a bank extending credit pursuant to a loan agreement entered into in the ordinary course of its trade or business within the meaning of Section 881(c)(3)(A) of the Code, (iv) none of its direct or indirect partners/members is a ten percent shareholder of the U.S. Borrower within the meaning of Section 871(h)(3)(B) of the Code, (v) none of its direct or indirect partners/members is a controlled foreign corporation related to the U.S. Borrower as described in Section 881(c)(3)(C) of the Code, and (vi) the interest payments on the Loan(s) are not effectively connected with the conduct of a U.S. trade or business of the undersigned or any of its direct or indirect partners/members that is claiming the portfolio interest exemption.

The undersigned has furnished the Administrative Agent and the Borrower Representative with Internal Revenue Service Form W-8IMY accompanied by an Internal Revenue Service Form W-8BEN from each of its partners/members claiming the portfolio interest exemption. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, or if a lapse in time or change in circumstances renders the information on this certificate obsolete, expired or inaccurate in any material respect, the undersigned shall promptly so inform the Borrower Representative and the Administrative Agent in writing and deliver promptly to the Borrower Representative and the Administrative Agent an updated certificate or other appropriate documentation (including any new documentation reasonably requested by the Borrower Representative or the Administrative Agent) or promptly notify the Borrower Representative and the Administrative Agent in writing of its inability to do so, and (2) the undersigned shall have at all times furnished the Borrower Representative and the Administrative Agent with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned or

Exhibit F-2-1

at such times as are reasonably requested by the Borrower Representative and the Administrative Agent.

[NAME OF LENDER]

By: _____

Name:

Title:

Date: _____, 20[]

Exhibit F-2-2

[FORM OF] U.S. TAX COMPLIANCE CERTIFICATE

(For Non-U.S. Participants That Are Not Partnerships For U.S. Federal Income Tax Purposes)

Reference is made to that certain Amended and Restated Credit Agreement, dated as of March 21, 2014 (as it may be amended, supplemented, restated or otherwise modified from time to time, the “Credit Agreement,”) among LEVI STRAUSS & CO., a Delaware corporation (the “U.S. Borrower”), LEVI STRAUSS & CO. (CANADA) INC., an Ontario corporation (the “Canadian Borrower” and together with the U.S. Borrower, the “Borrowers”), the other Loan Parties party thereto, the Lenders party thereto, JPMORGAN CHASE BANK, N.A., as the Administrative Agent, and JPMORGAN CHASE BANK, N.A.. TORONTO BRANCH, as the Multicurrency Administrative Agent. Capitalized terms used herein that are not defined herein shall have the meanings ascribed to them in the Credit Agreement.

Pursuant to the provisions of Section 2.17(f) of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record and beneficial owner of the participation in respect of which it is providing this certificate, (ii) it is not a bank within the meaning of Section 881(c)(3)(A) of the Code, (iii) it is not a ten percent shareholder of the U.S. Borrower within the meaning of Section 871(h)(3)(B) of the Code, (iv) it is not a controlled foreign corporation related to the U.S. Borrower as described in Section 881(c)(3)(C) of the Code, and (v) the interest payments with respect to such participation are not effectively connected with the undersigned’s conduct of a U.S. trade or business.

The undersigned has furnished its participating Lender with a certificate of its non-U.S. person status on an Internal Revenue Service Form W-8BEN. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, or if a lapse in time or change in circumstances renders the information on this certificate obsolete, expired or inaccurate in any material respect, the undersigned shall promptly so inform such Lender in writing and deliver promptly to such Lender an updated certificate or other appropriate documentation (including any new documentation reasonably requested by such Lender) or promptly notify such Lender in writing of its inability to do so, and (2) the undersigned shall have at all times furnished such Lender with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned or at such times as are reasonably requested by such Lender.

[NAME OF PARTICIPANT]

By: _____
 Name:
 Title:
 Date: _____, 20[]

Exhibit F-3-1

[FORM OF] U.S. TAX COMPLIANCE CERTIFICATE

(For Non-U.S. Participants That Are Partnerships For U.S. Federal Income Tax Purposes)

Reference is made to that certain Amended and Restated Credit Agreement, dated as of March 21, 2014 (as it may be amended, supplemented, restated or otherwise modified from time to time, the “Credit Agreement,”) among LEVI STRAUSS & CO., a Delaware corporation (the “U.S. Borrower”), LEVI STRAUSS & CO. (CANADA) INC., an Ontario corporation (the “Canadian Borrower” and together with the U.S. Borrower, the “Borrowers”), the other Loan Parties party thereto, the Lenders party thereto, JPMORGAN CHASE BANK, N.A., as the Administrative Agent, and JPMORGAN CHASE BANK, N.A.. TORONTO BRANCH, as the Multicurrency Administrative Agent. Capitalized terms used herein that are not defined herein shall have the meanings ascribed to them in the Credit Agreement.

Pursuant to the provisions of 2.17(f) of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record owner of the participation in respect of which it is providing this certificate, (ii) its direct or indirect partners/members are the sole beneficial owners of such participation, (iii) with respect such participation, neither the undersigned nor any of its direct or indirect partners/members is a bank extending credit pursuant to a loan agreement entered into in the ordinary course of its trade or business within the meaning of Section 881(c)(3)(A) of the Code, (iv) none of its direct or indirect partners/members is a ten percent shareholder of the U.S. Borrower within the meaning of Section 871(h)(3)(B) of the Code, (v) none of its direct or indirect partners/members is a controlled foreign corporation related to the U.S. Borrower as described in Section 881(c)(3)(C) of the Code, and (vi) the interest payments with respect to such participation are not effectively connected with the conduct or a U.S. trade or business by the undersigned or any of its direct or indirect partners/members that is claiming the portfolio interest exemption.

The undersigned has furnished its participating Lender with Internal Revenue Service Form W-8IMY accompanied by an Internal Revenue Service Form W-8BEN from each of its partners/members claiming the portfolio interest exemption. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, or if a lapse in time or change in circumstances renders the information on this certificate obsolete, expired or inaccurate in any material respect, the undersigned shall promptly so inform such Lender in writing and deliver promptly to such Lender an updated certificate or other appropriate documentation (including any new documentation reasonably requested by such Lender) or promptly notify such Lender in writing of its inability to do so, and (2) the undersigned shall have at all times furnished such Lender with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned or at such times as are reasonably requested by such Lender.

Exhibit F-4-1

[NAME OF PARTICIPANT]

By: _____

Name:

Title:

Date: _____, 20[]

Exhibit F-4-2

LEVI STRAUSS & CO.

January 6, 2014

Craig Nomura

Dear Craig,

I am delighted to confirm our offer of employment to join Levi Strauss & Co. (LS&Co.) as EVP & President, Global Retail, reporting to me. **Please Note:** This offer is contingent upon successful completion of a background screen. You should not take any steps in reliance on this offer until you have successfully completed the background screen. The details of our offer are as follows:

Start Date

Your start date is February 3, 2014.

Salary

Your starting annual salary will be \$580,000.

Signing Bonus

You will receive a signing bonus in the amount of \$880,000 (less applicable taxes and withholdings) paid in two installments. The first installment in the amount of \$580,000 paid within 30 days of your Start Date and the remaining \$300,000 will be paid on the one year anniversary of your Start Date.

The signing bonus is offered in anticipation of the contributions you will make to our business over time. Your entitlement to retain the full amount of the signing bonus is contingent on the following terms and conditions:

- For the first payment of \$580,000, in the event that you resign your employment or you are terminated For Cause at any time before completing at least twelve (12) months of employment, you will be required to repay 100% of this bonus or \$580,000. In the event that you resign or are terminated For Cause after completing twelve (12) months of employment but before completing twenty-four (24) months of employment, you will be required to pay back 50% or \$290,000 of this bonus. Any repayment will be due within ninety (90) days of your last day of employment.

- In addition to the above, for the second installment of \$300,000, in the event that you resign your employment or are terminated For Cause anytime within one year after this payment is made, you will be required to repay 100% of this bonus installment within ninety (90) days of your last day of employment.

Any bonus repayment owed by you to LS&Co. may be deducted in whole or in part from any final payments due to you, to the fullest extent allowed by law. For Cause is defined as: (1) insubordination and/or failure to follow specific directions from your leadership team; (2) theft, fiscal mismanagement, or related improper conduct; (3) misrepresentation; (4) criminal activity of any type; (5) breach of the LS&Co. Worldwide Code of Business Conduct; or (6) gross negligence related to the performance of your work, and related reasons.

We will provide you with our standard Signing Bonus Acknowledgment and Payback Agreement. Please sign and return the Payback Agreement.

Annual Incentive Plan

Your target participation in the Annual Incentive Program (AIP) is 70% of your base salary, with a 2014 target value of \$406,000. For fiscal 2014 only, you will be guaranteed to receive at least a target bonus. Bonuses for fiscal 2014 are scheduled for payment in February 2015 and you must be employed by LS&Co. on the payment date. LS&Co. has the right to modify the program at any time. Management discretion can be used to modify the final award amount. Bonus payments are subject to supplemental income tax withholding.

Long-Term Incentives

Your offer includes long-term incentive award(s), which give you the opportunity to share in LS&Co.'s success over time. Subject to Board approval and the provisions of the LS&Co.'s equity incentive plan for fiscal 2014, you will receive an initial grant of Stock Appreciation Rights (SARs) with a grant date target value of \$550,000. In addition, you will also receive a special one-time SAR grant with a grant date target value of \$400,000. The strike price will be equal to the fair market value of LS&Co. stock as determined by a third party valuation firm and approved by the Board of Directors in February 2014. 60% of both awards will vest 25% after the first year and monthly thereafter for years two through four. Subject to achievement of performance goals, the remaining 40% of both awards will vest 100% after the end of year three. In any event, you must be employed on the vesting dates.

You may also be eligible for additional long-term incentives in effect during your employment with LS&Co. The Company has the right to modify the program at any time including, but not limited to the target grant value.

Benefits

Our offer also includes participation in our flexible benefits program. There are a number of benefit options available to you in the areas of health care and life insurance, as well as our long-term savings programs which provide important tax advantages for your savings.

You are eligible to participate in the executive perquisite programs associated with a position at your level. The total benefit of these programs, including parking and the perquisite cash allowance, is approximately \$15,000 annually.

You are eligible to accrue four (4) weeks of TOPP (Time Off with Pay Program) during your first year of employment.

Worldwide Code of Business Conduct

LS&Co.'s Worldwide Code of Business Conduct (WCOBC) sets out basic principles to guide all employees of the Company on how LS&Co. conducts business, while at the same time provides helpful guideposts for behavior while on the job. Compliance with the WCOBC is a fundamental condition of employment, and employees are required to sign a Statement of Commitment agreeing to abide by the principles set forth in the document. LS&Co.'s WCOBC is available for review on our website at <http://www.levistrauss.com/careers/culture>.

Non-Solicitation of Employees

In order to protect Confidential Information (as defined in the enclosed "Employee Invention and Confidentiality Agreement"), you agree that so long as you are employed by LS&Co., and for a period of one year thereafter, you will not directly or indirectly, on behalf of yourself, any other person or entity, solicit, call upon, recruit, or attempt to solicit any of LS&Co.'s employees or in any way encourage any LS&Co. employee to leave their employment with LS&Co. You further agree that you will not directly or indirectly, on behalf of yourself, any other person or entity, interfere or attempt to interfere with LS&Co.'s relationship with any person who at any time was an employee, consultant, customer or vendor or otherwise has or had a business relationship with LS&Co.

Non-Disparagement

You agree now, and after your employment with the LS&Co. terminates not to, directly or indirectly, disparage LS&Co. in any way or to make negative, derogatory or untrue statements about LS&Co., its business activities, or any of its directors, managers, officers, employees, affiliates, agents or representatives to any person or entity.

Other

You will need to provide evidence that you are legally authorized to work in the United States. Please refer to the attached sheet for the type of evidence required according to the government's I-9 regulations. Your employment is specifically conditioned upon your providing this information within 72 hours of your start date.

At-Will Employment

LS&Co. expects your association with the company will be mutually beneficial. Nonetheless, LS&Co. is an "at-will employer," which means you or LS&Co. can terminate your employment at LS&Co. at any time with or without cause, and with or without notice. Only the President & CEO or Senior Vice President & CHRO can authorize an employment agreement to the contrary and then such employment agreement must be in writing.

Please note that except for those agreements or plans referenced in this letter and attachments, this letter contains the entire understanding of the parties with respect to this offer of employment and supersedes any other agreements, representations or understandings (whether oral or written and whether express or implied) with respect to this offer of employment. Please review and sign this letter and the attached Employee Invention and Confidentiality Agreement. We must receive your signed letter and Agreement before or on your first day of employment. You may keep one original for your personal records. This offer is valid only until January 13, 2014 and may be withdrawn at any time prior to your acceptance.

Craig, we are very excited about you joining the company. We are confident that you will make a valuable contribution to LS&Co.'s business.

Sincerely,

Chip Bergh President & CEO

Signed:

Craig Nomura Date

Attached:
Employee Invention and Confidentiality Agreement
Signing Bonus Acknowledgment and Payback Agreement

LEVI STRAUSS & CO.

Initial Bonus Acknowledgement & Payback Agreement

The purpose of this agreement is to acknowledge that I received a bonus as part of my employment offer from Levi Strauss & Co. (LS&Co.)

If I resign from LS&Co. prior to completing two years of service, or if my employment is terminated For Cause before two years of service, I agree to repay all or a portion of the initial bonus I received per the terms and conditions described in my offer letter. For Cause is defined as: (1) insubordination and/or failure to follow specific directions from your leadership team; (2) theft, fiscal mismanagement, or related improper conduct; (3) misrepresentation; (4) criminal activity of any type; (5) breach of the LS&Co. Worldwide Code of Business Conduct; or (6) gross negligence related to the performance of your work, and related reasons.

I agree that any sum I owe may be deducted from any expense reimbursement due to me, but that if that deduction is insufficient to repay the initial bonus I received, or the agreed upon portion thereof, I will repay the balance to the Company within ninety days of my last day of employment. If I fail to timely pay the amount due, I understand that I will owe interest to LS&Co. at the legal rate, and that the Company may take action to collect the amount due and that I will be liable for collection costs, including any court costs and reasonable attorneys' fees.

Employee Signature_____
Date_____

Employee Name (printed)_____

LEVI STRAUSS & CO.

EMPLOYEE INVENTION AND CONFIDENTIALITY AGREEMENT

In exchange for my employment and the wages or salary paid to me for my services during my employment with Levi Strauss & Co., or its parent companies, subsidiaries, or affiliates (collectively "the Company"), I agree:

1. I will promptly disclose to the company all inventions, improvements, technical developments, copyrightable material, designs, drawings, data, ideas or other discoveries (collectively "Inventions") which I may conceive or make solely, or which I may conceive or make jointly or in common with others, during the scope and course of my employment, and which pertain to (a) garment, fabric, sundry, product, label, accessory, fixture, store or website designs, (b) garment or textile methods, supplies and equipment, sources, vendors, or products, (c) facilities, machines, distribution methods, inventory control methods, or other know-how pertaining to the manufacture or treatment of garments or fabrics, or the distribution of finished goods, (d) other business of the Company, and (e) Inventions, improvements or technical developments which are made or developed or reduced to practice at the Company's expense or pursuant to a Company research or development project. I agree that all such Inventions are and shall be the sole property of the Company.
 - (a) I assign to the Company complete ownership of all the Inventions specified in this paragraph, together with ownership to all patent applications and patents (United States and foreign) which the Company may desire to secure with respect to the same, and all copyrights, trade or service marks, work rights or other intellectual property rights relating to these Inventions.
 - (b) I will cooperate with the Company to secure the Company's rights to the Inventions and to procurements of United States and foreign patents, copyrights, and trade or service marks on such Inventions, and particularly to disclose to the Company all pertinent information and data with respect thereto and execute all applications, specifications, oaths, assignments and all other instruments which the Company deems necessary in order to apply for and obtain such rights and in order to assign and convey to the Company, its successors, assigns and nominees the sole and exclusive rights, title and interest in and to these Inventions.
 - (c) If, during my employment with the Company, I incorporate into any Invention under this Agreement any other invention, improvement, development, concept, discovery or other proprietary information owned by me or in which I have an interest, the Company is hereby granted and shall have a nonexclusive, royalty-free, perpetual, irrevocable, worldwide license to make, have made, modify, use and sell such item as part of or in connection with such Invention.



LEVI STRAUSS & CO.

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2. "Confidential Information" is any proprietary information, data, or trade secrets of the Company including, but not limited to, research, designs, product and business plans, forecasts, products, services, advertising, customers, customers lists, sourcing agreements, licensing agreements, vendor agreements, personnel information, markets, financial information, projections, software, developments, inventions, processes, formulas, technology, drawings, hardware, or other business information disclosed to me or made accessible to me by the Company to me directly or indirectly in writing, orally, electronically or by drawings, samples, parts or equipment, or in any other manner, I understand and agree that all Confidential Information pertaining to any aspect of the Company's business made available, directly or indirectly, to me in my employment is proprietary information to be held in strict confidence and I will not disclose such information to third parties or use it for myself or for others without the prior written consent of the Company. I understand and agree that my obligation of confidentiality remains in effect both during and after the period of my employment with the Company, until this information becomes part of the public domain through no direct or indirect action by me.
 3. As soon as my employment with the Company ends, I will promptly deliver to the Company all copies or other embodiments of Confidential Information in written or electronic form and all other drawings, blueprints, samples, manuals, letters, notes, notebooks, reports, electronic data, and all other materials relating to the Company's business which are in my possession or under my control.
 4. This Agreement cannot be terminated or altered by changes in other terms of my employment, such as changes in duties, position or compensation, and will apply to the entire term of my employment, regardless of when I sign this Agreement, and will in no way alter the "at-will" nature of my employment. My employment may be terminated at any time by me or the Company with or without cause.
 5. I do not have any Invention, patented or unpatented, which I conceived or made before this date of my employment by the Company, whichever is later, except those I have described on Appendix A of this Agreement, which is an integral part of this Agreement. This Agreement does not apply to any Invention that is covered fully by the provisions of Section 2870 of the California Labor Code, the language of which is included in Appendix A.



LEVI STRAUSS & CO.

6. I understand that the Company is a private company. During my employment, I will make no public statements, to the press or otherwise, concerning the Company, its vendors, contractors, products, finances, practices, personnel, any of its plans or strategies, or any other aspect of its business without first obtaining the written permission of the head of corporate communications.

7. I understand and agree that a violation of the provisions of this Agreement will cause irreparable damage to the Company, and that it will be impossible to estimate or determine the damage that will be suffered by the Company in the event I breach any of its provision. Therefore, I agree that in the event of any violation or threatened violation of my obligations hereunder, the Company will be entitled, as a matter of course, to an injunction from any court of competent jurisdiction, restraining any violation or threatened violation by me, and that the Company's right to an injunction is in addition to other remedies the Company may have.

8. If any provision of this Agreement is unenforceable, then the balance of all of its terms will nonetheless be enforceable.

EMPLOYEE:

Signature:_____

Name Printed:_____



**LEVI STRAUSS & CO.
2006 EQUITY INCENTIVE PLAN**

**SERVICE VESTED
STOCK APPRECIATION RIGHT GRANT NOTICE**

Levi Strauss & Co. (the “**Company**”), pursuant to its 2006 Equity Incentive Plan (the “**Plan**”), hereby grants to Participant a Stock Appreciation Right covering the number of Common Stock equivalents (the “**Stock Appreciation Rights**”) set forth below (the “**Award**”). This Award is evidenced by a Stock Appreciation Right Agreement (the “**Award Agreement**”). The Award is subject to all of the terms and conditions as set forth herein and in the Award Agreement, and the Plan.

Participant:	_____
Date of Grant:	_____
Vesting Commencement Date:	_____
Number of Stock Appreciation Rights:	_____
Strike Price (Fair Market Value Per Stock Appreciation Right on Date of Grant):	_____
Expiration Date:	_____
SAR Grant Number:	_____

Vesting Schedule: 25% vesting on [DATE]; with the remaining 75% balance vesting at a rate of 2.08% per month beginning [DATE] and ending [DATE], all subject to the Continuous Service by Participant through the respective vesting dates.

Additional Terms/Acknowledgements: The undersigned Participant acknowledges receipt of, and understands and agrees to, this Stock Appreciation Right Grant Notice, the Award Agreement, and the Plan. Participant further acknowledges that as of the Date of Grant, this Stock Appreciation Right Grant Notice, the Award Agreement, and the Plan set forth the entire understanding between Participant and the Company regarding the award of the Stock Appreciation Rights and supersede all prior oral and written agreements on that subject with the exception of (i) awards previously granted and delivered to Participant under the Plan, and (ii) the following agreements only: _____.

LEVI STRAUSS & CO.

PARTICIPANT

By: _____

Date: _____

**LEVI STRAUSS & CO.
2006 EQUITY INCENTIVE PLAN**

STOCK APPRECIATION RIGHT AGREEMENT

Pursuant to your Stock Appreciation Right Grant Notice (“**Grant Notice**”) and this Stock Appreciation Right Agreement (the “**Award Agreement**”), Levi Strauss & Co. (the “**Company**”) has granted you a Stock Appreciation Right under its 2006 Equity Incentive Plan (the “**Plan**”) covering the number of Common Stock equivalents (“**Stock Appreciation Rights**”) as indicated in your Grant Notice (collectively, the “**Award**”). Defined terms not explicitly defined in this Award Agreement but defined in the Plan shall have the same definitions as in the Plan.

The details of your Award are as follows:

- 1. VESTING.** Subject to the conditions and limitations contained herein, your Award shall vest as provided in your Grant Notice, provided that vesting shall cease upon the termination of your Continuous Service.
- 2. NUMBER OF SHARES AND STRIKE PRICE.** The number of Common Stock equivalents subject to your Award and your strike price per share are set forth in your Grant Notice and may be adjusted from time to time in accordance with Section 11(a) of the Plan.
- 3. CALCULATION OF APPRECIATION.** The amount payable upon exercise of each vested Award shall be equal to the excess of (i) the Fair Market Value per share of Common Stock on the date of exercise, over (ii) the Fair Market Value per share of Common Stock on the date of grant of the Award (as indicated in your Grant Notice).
- 4. PAYMENT.** Subject to Section 12, the amount payable upon exercise of your Award shall be settled in whole shares of Common Stock rounded down to the nearest whole share based on the Fair Market Value of such shares at the time of exercise.
- 5. TERM.** You may not exercise your Award before the commencement or after the expiration of its term. The term of your Award commences on the Date of Grant and expires upon the earliest of the following:

(a) immediately upon the termination of your Continuous Service for Cause;

(b) three (3) months after the termination of your Continuous Service for any reason other than Cause or your Retirement, Disability, or death; *provided, however,* (i) that if during any part of such three (3) month period your Award is not exercisable solely because of a condition set forth in Section 6, your Award shall not expire until the earlier of (A) the Expiration Date, or (B) the date it shall have been exercisable for an aggregate period of three (3) months after the termination of your Continuous Service, and (ii) that prior to an IPO Date, the provisions of Section 8(a) of the Plan will have the effect of either limiting or extending the period during which exercise is permitted, depending upon the date on which the termination of your Continuous Services occurs;

(c) eighteen (18) months after the termination of your Continuous Service due to your Retirement or Disability; *provided, however,* that prior to an IPO Date, the provisions of Sections 7(c)(ix) and 8(a) of the Plan will have the effect of limiting the period during which exercise is permitted;

(d) eighteen (18) months after your death if you die either during your Continuous Service or within three (3) months after your Continuous Service terminates; *provided, however,* that prior to an IPO Date, the provisions of Sections 7(c)(x) and 8(a) of the Plan will have the effect of limiting the period during which exercise is permitted;

(e) the Expiration Date indicated in your Grant Notice; or

(f) the day before the tenth (10th) anniversary of the Date of Grant.

6. SECURITIES LAW COMPLIANCE. Notwithstanding anything to the contrary contained herein, you may not exercise your Award unless either (i) the shares of Common Stock issuable upon such exercise are then registered under the Securities Act, or (ii) the Company has determined that such exercise and issuance would be exempt from the registration requirements of the Securities Act. The exercise of your Award also must comply with other applicable laws and regulations governing your Award, and you may not exercise your Award if the Company determines that such exercise would not be in material compliance with such laws and regulations.

7. EXERCISE.

(a) You may exercise the vested portion of your Award during its term by delivering a Notice of Exercise to the Secretary of the Company, or to such other person as the Company may designate, during regular business hours, together with such additional documents as the Company may then require. The exercise date shall be the business day on which your signed Notice of Exercise is received by the Company. If the Notice of Exercise is received after normal business hours for a given day, then the exercise date shall be considered to be the following business day. Notwithstanding the foregoing, prior to an IPO Date, you may exercise a vested Award only during the period or periods and subject to the further conditions set forth in Section 8(a) of the Plan.

(b) As a condition of exercise of the vested portion of your Award for shares of Common Stock, you will be required to enter into the Stockholders' Agreement (or any successor to that agreement) and such other agreements as the Company may require pursuant to Section 8(f) of the Plan.

(c) By exercising your Award you agree that you shall not sell, dispose of, transfer, make any short sale of, grant any option for the purchase of, or enter into any hedging or similar transaction with the same economic effect as a sale, any shares of Common Stock or other securities of the Company held by you, for a period of time specified by the managing underwriter(s) (not to exceed one hundred eighty (180) days) following the effective date of a registration statement of the Company filed under the Securities Act (the "**Lock Up Period**") in connection with an initial public offering of Common Stock, if any; *provided, however,* that nothing contained in

this section shall prevent the exercise of a repurchase right, if any, in favor of the Company during the Lock Up Period. You further agree to execute and deliver such other agreements as may be reasonably requested by the Company and/or the underwriter(s) that are consistent with the foregoing or that are necessary to give further effect thereto. In order to enforce the foregoing covenant, the Company may impose stop-transfer instructions with respect to your shares of Common Stock until the end of such period. The underwriters of the Company's stock are intended third party beneficiaries of this Section 7(c) and shall have the right, power and authority to enforce the provisions hereof as though they were a party hereto.

8. TRANSFERABILITY. Your Award is not transferable, except by will or by the laws of descent and distribution, and is exercisable during your life only by you. Notwithstanding the foregoing, by delivering written notice to the Company, in a form satisfactory to the Company, you may designate a third party who, in the event of your death, shall thereafter be entitled to exercise your Award.

9. PUT RIGHT. Prior to an IPO Date, you, pursuant to the provisions of Section 8 of the Plan, shall have the right, but not the obligation, to require the Company to repurchase any or all of the shares of Common Stock acquired pursuant to the exercise of your Award.

10. CALL RIGHT. Upon and after any termination of your Continuous Service but prior to an IPO Date, the Company, pursuant to the provisions of Section 8 of the Plan, shall have the right, but not the obligation, to repurchase all of the shares of Common Stock theretofore or thereafter acquired pursuant to the exercise of your Award.

11. AWARD NOT A SERVICE CONTRACT. Your Award is not an employment or service contract, and nothing in your Award shall be deemed to create in any way whatsoever any obligation on your part to continue in the employ of the Company or any Affiliate, or of the Company or an Affiliate to continue your employment or service. In addition, nothing in your Award shall obligate the Company or an Affiliate, their respective stockholders, Boards of Directors, officers or employees to continue any relationship that you might have as a Director or Consultant for the Company or any Affiliate.

12. WITHHOLDING OBLIGATIONS.

(a) At the time you exercise your Award, in whole or in part, or at any time thereafter as requested by the Company, you hereby authorize withholding from payroll and any other amounts payable to you, and otherwise agree to make adequate provision for, any sums required to satisfy the federal, state, local and foreign tax withholding obligations of the Company or an Affiliate, if any, which arise in connection with the exercise of your Award.

(b) Upon your request and subject to approval by the Company, in its sole discretion, and compliance with any applicable legal conditions or restrictions, the Company may withhold from shares of Common Stock otherwise issuable to you upon the exercise of your Award a number of whole shares of Common Stock having a Fair Market Value, determined by the Company as of the date of exercise, not in excess of the minimum amount of tax required to be withheld by law (or such lesser amount as may be necessary to avoid variable award accounting).

(c) You may not exercise your Award unless the tax withholding obligations of the Company and/or any Affiliate are satisfied. Accordingly, you may not be able to exercise your Award when desired even though your Award is vested, and the Company shall have no obligation to issue a certificate for such shares of Common Stock or release such shares of Common Stock from any escrow provided for herein unless such obligations are satisfied.

13. PERSONAL DATA. You understand that your employer, the Company, or an Affiliate hold certain personal information about you, including but not limited to your name, home address, telephone number, date of birth, national social insurance number, salary, nationality, job title, and details of all shares of Common Stock granted, cancelled, vested, unvested, or outstanding (the “**Personal Data**”). Certain Personal Data may also constitute “**Sensitive Personal Data**” within the meaning of applicable local law. Such data include but are not limited to Personal Data and any changes thereto, and other appropriate personal and financial data about you. You hereby provide express consent to the Company or an Affiliate to process any such Personal Data and Sensitive Personal Data. You also hereby provide express consent to the Company and/or an Affiliate to transfer any such Personal Data and Sensitive Personal Data outside the country in which you are employed or retained, including the United States. The legal persons for whom such Personal Data are intended are the Company and any broker company providing services to the Company in connection with the administration of the Plan. You have been informed of your right to access and correct your Personal Data by applying to the Company representative identified on the Grant Notice.

14. ADDITIONAL AGREEMENTS AND ACKNOWLEDGEMENTS. You hereby agree and acknowledge that:

(a) The rights and obligations of the Company with respect to your Award shall be transferable to any one or more persons or entities, and all covenants and agreements hereunder shall inure to the benefit of, and be enforceable by the Company’s successors and assigns.

(b) You agree upon request to execute any further documents or instruments necessary or desirable in the sole determination of the Company to carry out the purposes or intent of your Award.

(c) You have reviewed your Award in its entirety, have had an opportunity to obtain the advice of counsel prior to executing and accepting your Award and fully understand all provisions of your Award.

(d) You will not question or contest in any way, whether pursuant to legal proceedings or otherwise, the Board’s determination of the Fair Market Value of Common Stock, whether for purposes of determining the strike price of your Award, the number of shares of Common Stock payable on exercise of your Award, or the amount payable on exercise of your put right or the Company’s call right pursuant to Section 8 of the Plan.

(e) You will not question or contest in any way, whether pursuant to legal proceedings or otherwise, the Company’s determination, pursuant to Section 8(e) of the Plan, to (i) reject, in

whole or in part, your exercise of a put right or (ii) not exercise, in whole or in part, the Company's call right.

(f) This Agreement shall be subject to all applicable laws, rules, and regulations, and to such approvals by any governmental agencies or national securities exchanges as may be required.

(g) All obligations of the Company under the Plan and this Agreement shall be binding on any successor to the Company, whether the existence of such successor is the result of a direct or indirect purchase, merger, consolidation, or otherwise, of all or substantially all of the business and/or assets of the Company.

(h) Participation in the Plan is voluntary, and therefore, you must accept the terms and conditions of the Plan and this Award as a condition to participate in the Plan and receive this Award.

(i) The Plan is discretionary in nature and the Company can amend, cancel, or terminate it at any time.

(j) This Award and any other awards under the Plan are voluntary and occasional and do not create any contractual or other right to receive future awards or other benefits in lieu of future awards, even if similar awards have been granted repeatedly in the past.

(k) All determinations with respect to any such future awards, including, but not limited to, the time or times when such awards are made, the number of shares of Common Stock, and performance and other conditions applied to the awards, will be at the sole discretion of the Company.

(l) The value of the shares of Common Stock and this Award is an extraordinary item of compensation, which is outside the scope of your employment or service contract, if any.

(m) The shares of Common Stock, this Award, or any income derived therefrom are a potential bonus payment not paid in lieu of any cash salary compensation and not part of normal or expected compensation or salary for any purposes, including, but not limited to, calculating any termination, severance, resignation, redundancy, end of service payments, bonuses, long-service awards, life or accident insurance benefits, pension or retirement benefits or similar payments.

(n) In the event of the termination of your Continuous Service, your eligibility to receive shares of Common Stock or payments under this Award or the Plan, if any, will terminate effective as of the date that you are no longer actively employed or retained regardless of any reasonable notice period mandated under local law, except as expressly provided in this Award.

(o) In the event of the termination of your Continuous Service for Cause, the Company, in its sole discretion, may, in accordance with Section 7(c)(xi) of the Plan, rescind any transfer of Common Stock to you that occurred within six (6) months prior to such termination of Continuous Service or demand that you pay over to the Company the proceeds received by you upon the sale, transfer or other transaction involving the Common Stock in such manner and on such terms and conditions as the Company may require, and the Company shall be entitled to set-off against the

amount of such proceeds any amount you owe to the Company to the fullest extent permitted by law.

(p) The future value of the shares of Common Stock is unknown and cannot be predicted with certainty.

(q) No claim or entitlement to compensation or damages arises from the termination of this Award or diminution in value of the shares of Common Stock and you irrevocably release the Company and its Affiliates, from any such claim that may arise.

(r) The Plan and this Award set forth the entire understanding between you, the Company and any Affiliate regarding the acquisition of the shares of Common Stock and supersede all prior oral and written agreements pertaining to this Award.

15. NOTICES. Any notices provided for in your Award or the Plan shall be given in writing and shall be deemed effectively given upon receipt or, in the case of notices delivered by mail by the Company to you, five (5) days after deposit in the United States mail, postage prepaid, addressed to you at the last address you provided to the Company.

16. HEADINGS. The headings of the Sections in this Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Agreement or to affect the meaning of this Agreement.

17. SEVERABILITY. If all or any part of this Agreement or the Plan is declared by any court or governmental authority to be unlawful or invalid, such unlawfulness or invalidity shall not invalidate any portion of this Agreement or the Plan not declared to be unlawful or invalid. Any Section of this Agreement (or part of such a Section) so declared to be unlawful or invalid shall, if possible, be construed in a manner which will give effect to the terms of such Section or part of a Section to the fullest extent possible while remaining lawful and valid.

18. GOVERNING PLAN DOCUMENT. Your Award is subject to all the provisions of the Plan, the provisions of which are hereby made a part of your Award, and is further subject to all interpretations, amendments, rules and regulations, which may from time to time be promulgated and adopted pursuant to the Plan. In the event of any conflict between the provisions of your Award and those of the Plan, the provisions of the Plan shall control.

**LEVI STRAUSS & CO.
2006 EQUITY INCENTIVE PLAN**

**PERFORMANCE VESTED
STOCK APPRECIATION RIGHT GRANT NOTICE**

Levi Strauss & Co. (the “**Company**”), pursuant to its 2006 Equity Incentive Plan (the “**Plan**”), hereby grants to Participant a Stock Appreciation Right covering the number of Common Stock equivalents (the “**SARs**”) set forth below (the “**Award**”). This Award is evidenced by a Stock Appreciation Right Agreement (the “**Award Agreement**”). The Award is subject to all of the terms and conditions as set forth herein and in the Award Agreement, the Plan, and the resolutions of the Board of Directors of the Company dated [DATE] (the “Board Resolutions”).

Participant: _____
Date of Grant: _____
Performance Period: _____
Number of SARs at Threshold Performance: _____
Number of SARs at Base Case Performance: _____
Maximum Number of SARs: _____
Strike Price (Fair Market Value Per SAR on Date of Grant): _____

Expiration Date: _____
SAR Grant Number: _____

Performance Goals: The actual number of SARs under this Award that will vest at the end of a three-year period will be determined based on (1) the Company's average earnings before interest and taxes (“EBIT”) margin percentage; (2) the compound annual growth rate of the Company's net revenues over the three-year period; and (3) three-year TSR performance over the three-year period. In each case, the goals and the extent to which they have been achieved will be determined by the Board of Directors, in its sole discretion.

Performance Vesting: To the extent that the Performance Goals described above are achieved and SARs vest, as determined by the Board of Directors, then 100% of the earned SARs (which may range from the threshold number above to the maximum number above depending on achievement of the Performance Goals) shall vest on the date in [YEAR] that the Board of Directors certifies attainment (the “Certification Date”), all subject to Continuous Service by Participant through the Certification Date.

Additional Terms/Acknowledgements: The undersigned Participant acknowledges receipt of, and understands and agrees to, this Stock Appreciation Right Grant Notice, the Award Agreement, and the Plan. Participant further acknowledges that as of the Date of Grant, this Stock Appreciation Right Grant Notice, the Award Agreement, and the Plan set forth the entire understanding between Participant and the Company regarding the award of the Stock Appreciation Rights and supersede all prior oral and written agreements on that subject with the exception of (i) awards previously granted and delivered to Participant under the Plan, and (ii) the following agreements only: _____.

LEVI STRAUSS & CO.

PARTICIPANT

By: _____

Date: _____

Date: _____

**LEVI STRAUSS & CO.
2006 EQUITY INCENTIVE PLAN**

STOCK APPRECIATION RIGHT AGREEMENT

Pursuant to your Stock Appreciation Right Grant Notice (“**Grant Notice**”) and this Stock Appreciation Right Agreement (the “**Award Agreement**”), Levi Strauss & Co. (the “**Company**”) has granted you a Stock Appreciation Right under its 2006 Equity Incentive Plan (the “**Plan**”) covering the number of Common Stock equivalents (“**Stock Appreciation Rights**”) as indicated in your Grant Notice (collectively, the “**Award**”). Defined terms not explicitly defined in this Award Agreement but defined in the Plan shall have the same definitions as in the Plan.

The details of your Award are as follows:

1. VESTING. Subject to the conditions and limitations contained herein, your Award shall vest as provided in your Grant Notice, provided that vesting shall cease upon the termination of your Continuous Service.

2. NUMBER OF SHARES AND STRIKE PRICE. The number of Common Stock equivalents subject to your Award and your strike price per share are set forth in your Grant Notice and may be adjusted from time to time in accordance with Section 11(a) of the Plan.

3. CALCULATION OF APPRECIATION. The amount payable upon exercise of each vested Award shall be equal to the excess of (i) the Fair Market Value per share of Common Stock on the date of exercise, over (ii) the Fair Market Value per share of Common Stock on the date of grant of the Award (as indicated in your Grant Notice).

4. PAYMENT. Subject to Section 12, the amount payable upon exercise of your Award shall be settled in whole shares of Common Stock rounded down to the nearest whole share based on the Fair Market Value of such shares at the time of exercise.

5. TERM. You may not exercise your Award before the commencement or after the expiration of its term. The term of your Award commences on the Date of Grant and expires upon the earliest of the following:

(a) immediately upon the termination of your Continuous Service for Cause;

(b) three (3) months after the termination of your Continuous Service for any reason other than Cause or your Retirement, Disability, or death; *provided, however,* (i) that if during any part of such three (3) month period your Award is not exercisable solely because of a condition set forth in Section 6, your Award shall not expire until the earlier of (A) the Expiration Date, or (B) the date it shall have been exercisable for an aggregate period of three (3) months after the termination of your Continuous Service, and (ii) that prior to an IPO Date, the provisions of Section 8(a) of the Plan will have the effect of either limiting or extending the period during which exercise is permitted, depending upon the date on which the termination of your Continuous Services occurs;

(c) eighteen (18) months after the termination of your Continuous Service due to your Retirement or Disability; *provided, however,* that prior to an IPO Date, the provisions of Sections 7(c)(ix) and 8(a) of the Plan will have the effect of limiting the period during which exercise is permitted;

(d) eighteen (18) months after your death if you die either during your Continuous Service or within three (3) months after your Continuous Service terminates; *provided, however,* that prior to an IPO Date, the provisions of Sections 7(c)(x) and 8(a) of the Plan will have the effect of limiting the period during which exercise is permitted;

(e) the Expiration Date indicated in your Grant Notice; or

(f) the day before the tenth (10th) anniversary of the Date of Grant.

6. SECURITIES LAW COMPLIANCE. Notwithstanding anything to the contrary contained herein, you may not exercise your Award unless either (i) the shares of Common Stock issuable upon such exercise are then registered under the Securities Act, or (ii) the Company has determined that such exercise and issuance would be exempt from the registration requirements of the Securities Act. The exercise of your Award also must comply with other applicable laws and regulations governing your Award, and you may not exercise your Award if the Company determines that such exercise would not be in material compliance with such laws and regulations.

7. EXERCISE.

(a) You may exercise the vested portion of your Award during its term by delivering a notice of exercise to the Secretary of the Company, or to such other person as the Company may designate, during regular business hours, together with such additional documents as the Company may then require. The exercise date shall be the business day on which your signed notice of exercise is received by the Company. If the notice of exercise is received after normal business hours for a given day, then the exercise date shall be considered to be the following business day. Notwithstanding the foregoing, prior to an IPO Date, you may exercise a vested Award only during the period or periods and subject to the further conditions set forth in Section 8(a) of the Plan.

(b) As a condition of exercise of the vested portion of your Award for shares of Common Stock, you will be required to enter into the Stockholders' Agreement (or any successor to that agreement) and such other agreements as the Company may require pursuant to Section 8(f) of the Plan.

(c) By exercising your Award you agree that you shall not sell, dispose of, transfer, make any short sale of, grant any option for the purchase of, or enter into any hedging or similar transaction with the same economic effect as a sale, any shares of Common Stock or other securities of the Company held by you, for a period of time specified by the managing underwriter(s) (not to exceed one hundred eighty (180) days) following the effective date of a registration statement of the Company filed under the Securities Act (the "**Lock Up Period**") in connection with an initial public offering of Common Stock, if any; *provided, however,* that nothing contained in

this section shall prevent the exercise of a repurchase right, if any, in favor of the Company during the Lock Up Period. You further agree to execute and deliver such other agreements as may be reasonably requested by the Company and/or the underwriter(s) that are consistent with the foregoing or that are necessary to give further effect thereto. In order to enforce the foregoing covenant, the Company may impose stop-transfer instructions with respect to your shares of Common Stock until the end of such period. The underwriters of the Company's stock are intended third party beneficiaries of this Section 7(c) and shall have the right, power and authority to enforce the provisions hereof as though they were a party hereto.

8. TRANSFERABILITY. Your Award is not transferable, except by will or by the laws of descent and distribution, and is exercisable during your life only by you. Notwithstanding the foregoing, by delivering written notice to the Company, in a form satisfactory to the Company, you may designate a third party who, in the event of your death, shall thereafter be entitled to exercise your Award.

9. PUT RIGHT. Prior to an IPO Date, you, pursuant to the provisions of Section 8 of the Plan, shall have the right, but not the obligation, to require the Company to repurchase any or all of the shares of Common Stock acquired pursuant to the exercise of your Award.

10. CALL RIGHT. Upon and after any termination of your Continuous Service but prior to an IPO Date, the Company, pursuant to the provisions of Section 8 of the Plan, shall have the right, but not the obligation, to repurchase all of the shares of Common Stock theretofore or thereafter acquired pursuant to the exercise of your Award.

11. AWARD NOT A SERVICE CONTRACT. Your Award is not an employment or service contract, and nothing in your Award shall be deemed to create in any way whatsoever any obligation on your part to continue in the employ of the Company or any Affiliate, or of the Company or an Affiliate to continue your employment or service. In addition, nothing in your Award shall obligate the Company or an Affiliate, their respective stockholders, Boards of Directors, officers or employees to continue any relationship that you might have as a Director or Consultant for the Company or any Affiliate.

12. WITHHOLDING OBLIGATIONS.

(a) At the time you exercise your Award, in whole or in part, or at any time thereafter as requested by the Company, you hereby authorize withholding from payroll and any other amounts payable to you, and otherwise agree to make adequate provision for, any sums required to satisfy the federal, state, local and foreign tax withholding obligations of the Company or an Affiliate, if any, which arise in connection with the exercise of your Award.

(b) Upon your request and subject to approval by the Company, in its sole discretion, and compliance with any applicable legal conditions or restrictions, the Company may withhold from shares of Common Stock otherwise issuable to you upon the exercise of your Award a number of whole shares of Common Stock having a Fair Market Value, determined by the Company as of the date of exercise, not in excess of the minimum amount of tax required to be withheld by law (or such lesser amount as may be necessary to avoid variable award accounting).

(c) You may not exercise your Award unless the tax withholding obligations of the Company and/or any Affiliate are satisfied. Accordingly, you may not be able to exercise your Award when desired even though your Award is vested, and the Company shall have no obligation to issue a certificate for such shares of Common Stock or release such shares of Common Stock from any escrow provided for herein unless such obligations are satisfied.

13. PERSONAL DATA. You understand that your employer, the Company, or an Affiliate hold certain personal information about you, including but not limited to your name, home address, telephone number, date of birth, national social insurance number, salary, nationality, job title, and details of all shares of Common Stock granted, cancelled, vested, unvested, or outstanding (the “**Personal Data**”). Certain Personal Data may also constitute “**Sensitive Personal Data**” within the meaning of applicable local law. Such data include but are not limited to Personal Data and any changes thereto, and other appropriate personal and financial data about you. You hereby provide express consent to the Company or an Affiliate to process any such Personal Data and Sensitive Personal Data. You also hereby provide express consent to the Company and/or an Affiliate to transfer any such Personal Data and Sensitive Personal Data outside the country in which you are employed or retained, including the United States. The legal persons for whom such Personal Data are intended are the Company and any broker company providing services to the Company in connection with the administration of the Plan. You have been informed of your right to access and correct your Personal Data by applying to the Company representative identified on the Grant Notice.

14. ADDITIONAL AGREEMENTS AND ACKNOWLEDGEMENTS. You hereby agree and acknowledge that:

(a) The rights and obligations of the Company with respect to your Award shall be transferable to any one or more persons or entities, and all covenants and agreements hereunder shall inure to the benefit of, and be enforceable by the Company’s successors and assigns.

(b) You agree upon request to execute any further documents or instruments necessary or desirable in the sole determination of the Company to carry out the purposes or intent of your Award.

(c) You have reviewed your Award in its entirety, have had an opportunity to obtain the advice of counsel prior to executing and accepting your Award and fully understand all provisions of your Award.

(d) You will not question or contest in any way, whether pursuant to legal proceedings or otherwise, the Board’s determination of the Fair Market Value of Common Stock, whether for purposes of determining the strike price of your Award, the number of shares of Common Stock payable on exercise of your Award, or the amount payable on exercise of your put right or the Company’s call right pursuant to Section 8 of the Plan.

(e) You will not question or contest in any way, whether pursuant to legal proceedings or otherwise, the Company’s determination, pursuant to Section 8(e) of the Plan, to (i) reject, in

whole or in part, your exercise of a put right or (ii) not exercise, in whole or in part, the Company's call right.

(f) This Agreement shall be subject to all applicable laws, rules, and regulations, and to such approvals by any governmental agencies or national securities exchanges as may be required.

(g) All obligations of the Company under the Plan and this Agreement shall be binding on any successor to the Company, whether the existence of such successor is the result of a direct or indirect purchase, merger, consolidation, or otherwise, of all or substantially all of the business and/or assets of the Company.

(h) Participation in the Plan is voluntary, and therefore, you must accept the terms and conditions of the Plan and this Award as a condition to participate in the Plan and receive this Award.

(i) The Plan is discretionary in nature and the Company can amend, cancel, or terminate it at any time.

(j) This Award and any other awards under the Plan are voluntary and occasional and do not create any contractual or other right to receive future awards or other benefits in lieu of future awards, even if similar awards have been granted repeatedly in the past.

(k) All determinations with respect to any such future awards, including, but not limited to, the time or times when such awards are made, the number of shares of Common Stock, and performance and other conditions applied to the awards, will be at the sole discretion of the Company.

(l) The value of the shares of Common Stock and this Award is an extraordinary item of compensation, which is outside the scope of your employment or service contract, if any.

(m) The shares of Common Stock, this Award, or any income derived therefrom are a potential bonus payment not paid in lieu of any cash salary compensation and not part of normal or expected compensation or salary for any purposes, including, but not limited to, calculating any termination, severance, resignation, redundancy, end of service payments, bonuses, long-service awards, life or accident insurance benefits, pension or retirement benefits or similar payments.

(n) In the event of the termination of your Continuous Service, your eligibility to receive shares of Common Stock or payments under this Award or the Plan, if any, will terminate effective as of the date that you are no longer actively employed or retained regardless of any reasonable notice period mandated under local law, except as expressly provided in this Award.

(o) In the event of the termination of your Continuous Service for Cause, the Company, in its sole discretion, may, in accordance with Section 7(c)(xi) of the Plan, rescind any transfer of Common Stock to you that occurred within six (6) months prior to such termination of Continuous Service or demand that you pay over to the Company the proceeds received by you upon the sale, transfer or other transaction involving the Common Stock in such manner and on such terms and conditions as the Company may require, and the Company shall be entitled to set-off against the

amount of such proceeds any amount you owe to the Company to the fullest extent permitted by law.

(p) The future value of the shares of Common Stock is unknown and cannot be predicted with certainty.

(q) No claim or entitlement to compensation or damages arises from the termination of this Award or diminution in value of the shares of Common Stock and you irrevocably release the Company and its Affiliates, from any such claim that may arise.

(r) The Plan and this Award set forth the entire understanding between you, the Company and any Affiliate regarding the acquisition of the shares of Common Stock and supersede all prior oral and written agreements pertaining to this Award.

15. NOTICES. Any notices provided for in your Award or the Plan shall be given in writing and shall be deemed effectively given upon receipt or, in the case of notices delivered by mail by the Company to you, five (5) days after deposit in the United States mail, postage prepaid, addressed to you at the last address you provided to the Company.

16. HEADINGS. The headings of the Sections in this Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Agreement or to affect the meaning of this Agreement.

17. SEVERABILITY. If all or any part of this Agreement or the Plan is declared by any court or governmental authority to be unlawful or invalid, such unlawfulness or invalidity shall not invalidate any portion of this Agreement or the Plan not declared to be unlawful or invalid. Any Section of this Agreement (or part of such a Section) so declared to be unlawful or invalid shall, if possible, be construed in a manner which will give effect to the terms of such Section or part of a Section to the fullest extent possible while remaining lawful and valid.

18. GOVERNING PLAN DOCUMENT. Your Award is subject to all the provisions of the Plan, the provisions of which are hereby made a part of your Award, and is further subject to all interpretations, amendments, rules and regulations, which may from time to time be promulgated and adopted pursuant to the Plan. In the event of any conflict between the provisions of your Award and those of the Plan, the provisions of the Plan shall control.

**LEVI STRAUSS & CO.
2006 EQUITY INCENTIVE PLAN**

**PERFORMANCE VESTED
STOCK APPRECIATION RIGHT GRANT NOTICE**

Levi Strauss & Co. (the “**Company**”), pursuant to its 2006 Equity Incentive Plan (the “**Plan**”), hereby grants to Participant a Stock Appreciation Right covering the number of Common Stock equivalents (the “**Stock Appreciation Rights**”) set forth below (the “**Award**”). This Award is evidenced by a Stock Appreciation Right Agreement (the “**Award Agreement**”). The Award is subject to all of the terms and conditions as set forth herein and in the Award Agreement, the Plan, and the Notice of Exercise, all of which are attached hereto and incorporated herein in their entirety.

Participant:

Date of Grant:

Performance Period:

Three-Year Period comprised of the Company’s Fiscal Years ending in 2013, 2014 and 2015

Number of Stock Appreciation Rights:

Strike Price (Fair Market Value Per Stock Appreciation Right on Date of Grant):

Expiration Date:

SAR Grant Number:

Performance Vesting: The Stock Appreciation Rights shall be subject to the following performance vesting matrix, with the performance to be determined by the Board of Directors on or before March 1, 2016, all subject to Continuous Service by Participant through the date of the determination of the performance by the Board of Directors.

**Performance SAR Vesting Matrix -
Vested Percentage of Performance SARs Following Performance Period**

3-Year Average EBIT Margin % Performance	Stretch Case	≥10.60%	0%	100%	100%	100%	100%
		10.05 %	0%	90%	100%	100%	100%
	Base Case	9.50%	0%	80%	90%	100%	100%
		9.25 %	0%	70%	80%	90%	100%
	Threshold Case	9.00 %	0%	50%	70%	80%	90%
		<9.00%	0%	0%	0%	0%	0%
		<1.80%	1.80%	2.55%	3.30%	4.55%	≥5.40%
Threshold Case							
3-Year Average Net Revenue CAGR Performance							

Both scales assume interpolation between performance levels and vested percentages listed above.

Any portion of the Stock Appreciation Rights that is not determined by the Board of Directors to have become vested based on performance during the Performance Period shall automatically terminate and become forfeited.

Additional Terms/Acknowledgements: The undersigned Participant acknowledges receipt of, and understands and agrees to, this Stock Appreciation Right Grant Notice, the Award Agreement, and the Plan. Participant further acknowledges that as of the Date of Grant, this Stock Appreciation Right Grant Notice, the Award Agreement, and the Plan set forth the entire understanding between Participant and the Company regarding the award of the Stock Appreciation Rights and supersede all prior oral and written agreements on that subject with the exception of (i) awards previously granted and delivered to Participant under the Plan, and (ii) the following agreements only: None.

LEVI STRAUSS & CO.

PARTICIPANT

By: _____

Date: _____

Date: _____

**LEVI STRAUSS & CO.
2006 EQUITY INCENTIVE PLAN**

STOCK APPRECIATION RIGHT AGREEMENT

Pursuant to your Stock Appreciation Right Grant Notice (“**Grant Notice**”) and this Stock Appreciation Right Agreement (the “**Award Agreement**”), Levi Strauss & Co. (the “**Company**”) has granted you a Stock Appreciation Right under its 2006 Equity Incentive Plan (the “**Plan**”) covering the number of Common Stock equivalents (“**Stock Appreciation Rights**”) as indicated in your Grant Notice (collectively, the “**Award**”). Defined terms not explicitly defined in this Award Agreement but defined in the Plan shall have the same definitions as in the Plan.

The details of your Award are as follows:

1. VESTING. Subject to the conditions and limitations contained herein, your Award shall vest as provided in your Grant Notice, provided that vesting shall cease upon the termination of your Continuous Service.

2. NUMBER OF SHARES AND STRIKE PRICE. The number of Common Stock equivalents subject to your Award and your strike price per share are set forth in your Grant Notice and may be adjusted from time to time for Capitalization Adjustments.

3. CALCULATION OF APPRECIATION. The amount payable upon exercise of each vested Award shall be equal to the excess of (i) the Fair Market Value per share of Common Stock on the date of exercise, over (ii) the Fair Market Value per share of Common Stock on the date of grant of the Award (as indicated in your Grant Notice).

4. PAYMENT. Subject to Section 12, the amount payable upon exercise of your Award shall be settled in whole shares of Common Stock rounded down to the nearest whole share based on the Fair Market Value of such shares at the time of exercise.

5. TERM. You may not exercise your Award before the commencement or after the expiration of its term. The term of your Award commences on the Date of Grant and expires upon the earliest of the following:

(a) immediately upon the termination of your Continuous Service for Cause;

(b) three (3) months after the termination of your Continuous Service for any reason other than Cause or your Retirement, Disability, or death; *provided, however,* (i) that if during any part of such three (3) month period your Award is not exercisable solely because of a condition set forth in Section 6, your Award shall not expire until the earlier of (A) the Expiration Date, or (B) the date it shall have been exercisable for an aggregate period of three (3) months after the termination of your Continuous Service, and (ii) that

prior to an IPO Date, the provisions of Section 8(a) of the Plan will have the effect of either limiting or extending the period during which exercise is permitted, depending upon the date on which the termination of your Continuous Services occurs;

(c) eighteen (18) months after the termination of your Continuous Service due to your Retirement or Disability; *provided, however,* that prior to an IPO Date, the provisions of Sections 7(c)(ix) and 8(a) of the Plan will have the effect of limiting the period during which exercise is permitted;

(d) eighteen (18) months after your death if you die either during your Continuous Service or within three (3) months after your Continuous Service terminates; *provided, however,* that prior to an IPO Date, the provisions of Sections 7(c)(x) and 8(a) of the Plan will have the effect of limiting the period during which exercise is permitted;

(e) the Expiration Date indicated in your Grant Notice; or

(f) the day before the tenth (10th) anniversary of the Date of Grant.

6. SECURITIES LAW COMPLIANCE. Notwithstanding anything to the contrary contained herein, you may not exercise your Award unless either (i) the shares of Common Stock issuable upon such exercise are then registered under the Securities Act, or (ii) the Company has determined that such exercise and issuance would be exempt from the registration requirements of the Securities Act. The exercise of your Award also must comply with other applicable laws and regulations governing your Award, and you may not exercise your Award if the Company determines that such exercise would not be in material compliance with such laws and regulations.

7. EXERCISE.

(a) You may exercise the vested portion of your Award during its term by delivering a Notice of Exercise to the Secretary of the Company, or to such other person as the Company may designate, during regular business hours, together with such additional documents as the Company may then require. The exercise date shall be the business day on which your signed Notice of Exercise is received by the Company. If the Notice of Exercise is received after normal business hours for a given day, then the exercise date shall be considered to be the following business day. Notwithstanding the foregoing, prior to an IPO Date, you may exercise a vested Award only during the period or periods and subject to the further conditions set forth in Section 8(a) of the Plan.

(b) As a condition of exercise of the vested portion of your Award for shares of Common Stock, you will be required to enter into the Stockholders' Agreement (or any successor to that agreement) and such other agreements as the Company may require pursuant to Section 8(f) of the Plan.

(c) By exercising your Award you agree that you shall not sell, dispose of, transfer, make any short sale of, grant any option for the purchase of, or enter into any

hedging or similar transaction with the same economic effect as a sale, any shares of Common Stock or other securities of the Company held by you, for a period of time specified by the managing underwriter(s) (not to exceed one hundred eighty (180) days) following the effective date of a registration statement of the Company filed under the Securities Act (the “***Lock Up Period***”) in connection with an initial public offering of Common Stock, if any; *provided, however,* that nothing contained in this section shall prevent the exercise of a repurchase right, if any, in favor of the Company during the Lock Up Period. You further agree to execute and deliver such other agreements as may be reasonably requested by the Company and/or the underwriter(s) that are consistent with the foregoing or that are necessary to give further effect thereto. In order to enforce the foregoing covenant, the Company may impose stop-transfer instructions with respect to your shares of Common Stock until the end of such period. The underwriters of the Company’s stock are intended third party beneficiaries of this Section 7(c) and shall have the right, power and authority to enforce the provisions hereof as though they were a party hereto.

8. TRANSFERABILITY. Your Award is not transferable, except by will or by the laws of descent and distribution, and is exercisable during your life only by you. Notwithstanding the foregoing, by delivering written notice to the Company, in a form satisfactory to the Company, you may designate a third party who, in the event of your death, shall thereafter be entitled to exercise your Award.

9. PUT RIGHT. Prior to an IPO Date, you, pursuant to the provisions of Section 8 of the Plan, shall have the right, but not the obligation, to require the Company to repurchase any or all of the shares of Common Stock acquired pursuant to the exercise of your Award.

10. CALL RIGHT. Upon and after any termination of your Continuous Service but prior to an IPO Date, the Company, pursuant to the provisions of Section 8 of the Plan, shall have the right, but not the obligation, to repurchase all of the shares of Common Stock theretofore or thereafter acquired pursuant to the exercise of your Award.

11. AWARD NOT A SERVICE CONTRACT. Your Award is not an employment or service contract, and nothing in your Award shall be deemed to create in any way whatsoever any obligation on your part to continue in the employ of the Company or any Affiliate, or of the Company or an Affiliate to continue your employment or service. In addition, nothing in your Award shall obligate the Company or an Affiliate, their respective stockholders, Boards of Directors, officers or employees to continue any relationship that you might have as a Director or Consultant for the Company or any Affiliate.

12. WITHHOLDING OBLIGATIONS.

(a) At the time you exercise your Award, in whole or in part, or at any time thereafter as requested by the Company, you hereby authorize withholding from payroll and any other amounts payable to you, and otherwise agree to make adequate provision for, any sums required to satisfy the federal, state, local and foreign tax withholding obligations of the Company or an Affiliate, if any, which arise in connection with the exercise of your Award.

(b) Upon your request and subject to approval by the Company, in its sole discretion, and compliance with any applicable legal conditions or restrictions, the Company may withhold from shares of Common Stock otherwise issuable to you upon the exercise of your Award a number of whole shares of Common Stock having a Fair Market Value, determined by the Company as of the date of exercise, not in excess of the minimum amount of tax required to be withheld by law (or such lesser amount as may be necessary to avoid variable award accounting).

(c) You may not exercise your Award unless the tax withholding obligations of the Company and/or any Affiliate are satisfied. Accordingly, you may not be able to exercise your Award when desired even though your Award is vested, and the Company shall have no obligation to issue a certificate for such shares of Common Stock or release such shares of Common Stock from any escrow provided for herein unless such obligations are satisfied.

13. PERSONAL DATA. You understand that your employer, the Company, or an Affiliate hold certain personal information about you, including but not limited to your name, home address, telephone number, date of birth, national social insurance number, salary, nationality, job title, and details of all shares of Common Stock granted, cancelled, vested, unvested, or outstanding (the “**Personal Data**”). Certain Personal Data may also constitute “**Sensitive Personal Data**” within the meaning of applicable local law. Such data include but are not limited to Personal Data and any changes thereto, and other appropriate personal and financial data about you. You hereby provide express consent to the Company or an Affiliate to process any such Personal Data and Sensitive Personal Data. You also hereby provide express consent to the Company and/or an Affiliate to transfer any such Personal Data and Sensitive Personal Data outside the country in which you are employed or retained, including the United States. The legal persons for whom such Personal Data are intended are the Company and any broker company providing services to the Company in connection with the administration of the Plan. You have been informed of your right to access and correct your Personal Data by applying to the Company representative identified on the Grant Notice.

14. ADDITIONAL AGREEMENTS AND ACKNOWLEDGEMENTS. You hereby agree and acknowledge that:

(a) The rights and obligations of the Company with respect to your Award shall be transferable to any one or more persons or entities, and all covenants and agreements hereunder shall inure to the benefit of, and be enforceable by the Company’s successors and assigns.

(b) You agree upon request to execute any further documents or instruments necessary or desirable in the sole determination of the Company to carry out the purposes or intent of your Award.

(c) You have reviewed your Award in its entirety, have had an opportunity to obtain the advice of counsel prior to executing and accepting your Award and fully understand all provisions of your Award.

(d) You will not question or contest in any way, whether pursuant to legal proceedings or otherwise, the Board's determination of the Fair Market Value of Common Stock, whether for purposes of determining the strike price of your Award, the number of shares of Common Stock payable on exercise of your Award, or the amount payable on exercise of your put right or the Company's call right pursuant to Section 8 of the Plan.

(e) You will not question or contest in any way, whether pursuant to legal proceedings or otherwise, the Company's determination, pursuant to Section 8(e) of the Plan, to (i) reject, in whole or in part, your exercise of a put right or (ii) not exercise, in whole or in part, the Company's call right.

(f) This Agreement shall be subject to all applicable laws, rules, and regulations, and to such approvals by any governmental agencies or national securities exchanges as may be required.

(g) All obligations of the Company under the Plan and this Agreement shall be binding on any successor to the Company, whether the existence of such successor is the result of a direct or indirect purchase, merger, consolidation, or otherwise, of all or substantially all of the business and/or assets of the Company.

(h) Participation in the Plan is voluntary, and therefore, you must accept the terms and conditions of the Plan and this Award as a condition to participate in the Plan and receive this Award.

(i) The Plan is discretionary in nature and the Company can amend, cancel, or terminate it at any time.

(j) This Award and any other awards under the Plan are voluntary and occasional and do not create any contractual or other right to receive future awards or other benefits in lieu of future awards, even if similar awards have been granted repeatedly in the past.

(k) All determinations with respect to any such future awards, including, but not limited to, the time or times when such awards are made, the number of shares of Common Stock, and performance and other conditions applied to the awards, will be at the sole discretion of the Company.

(l) The value of the shares of Common Stock and this Award is an extraordinary item of compensation, which is outside the scope of your employment or service contract, if any.

(m) The shares of Common Stock, this Award, or any income derived therefrom are a potential bonus payment not paid in lieu of any cash salary compensation and not part

of normal or expected compensation or salary for any purposes, including, but not limited to, calculating any termination, severance, resignation, redundancy, end of service payments, bonuses, long-service awards, life or accident insurance benefits, pension or retirement benefits or similar payments.

(n) In the event of the termination of your Continuous Service, your eligibility to receive shares of Common Stock or payments under this Award or the Plan, if any, will terminate effective as of the date that you are no longer actively employed or retained regardless of any reasonable notice period mandated under local law, except as expressly provided in this Award.

(o) In the event of the termination of your Continuous Service for Cause, the Company, in its sole discretion, may rescind any transfer of Common Stock to you that occurred within six (6) months prior to such termination of Continuous Service or demand that you pay over to the Company the proceeds received by you upon the sale, transfer or other transaction involving the Common Stock in such manner and on such terms and conditions as the Company may require, and the Company shall be entitled to set-off against the amount of such proceeds any amount you owe to the Company to the fullest extent permitted by law.

(p) The future value of the shares of Common Stock is unknown and cannot be predicted with certainty.

(q) No claim or entitlement to compensation or damages arises from the termination of this Award or diminution in value of the shares of Common Stock and you irrevocably release the Company and its Affiliates, from any such claim that may arise.

(r) The Plan and this Award set forth the entire understanding between you, the Company and any Affiliate regarding the acquisition of the shares of Common Stock and supersede all prior oral and written agreements pertaining to this Award.

15. NOTICES. Any notices provided for in your Award or the Plan shall be given in writing and shall be deemed effectively given upon receipt or, in the case of notices delivered by mail by the Company to you, five (5) days after deposit in the United States mail, postage prepaid, addressed to you at the last address you provided to the Company.

16. HEADINGS. The headings of the Sections in this Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Agreement or to affect the meaning of this Agreement.

17. SEVERABILITY. If all or any part of this Agreement or the Plan is declared by any court or governmental authority to be unlawful or invalid, such unlawfulness or invalidity shall not invalidate any portion of this Agreement or the Plan not declared to be unlawful or invalid. Any Section of this Agreement (or part of such a Section) so declared to be unlawful or invalid shall, if possible, be construed in a manner which will give effect

to the terms of such Section or part of a Section to the fullest extent possible while remaining lawful and valid.

18. GOVERNING PLAN DOCUMENT. Your Award is subject to all the provisions of the Plan, the provisions of which are hereby made a part of your Award, and is further subject to all interpretations, amendments, rules and regulations, which may from time to time be promulgated and adopted pursuant to the Plan. In the event of any conflict between the provisions of your Award and those of the Plan, the provisions of the Plan shall control.

**LEVI STRAUSS & CO.
2006 EQUITY INCENTIVE PLAN**

**SERVICE VESTED
STOCK APPRECIATION RIGHT GRANT NOTICE**

Levi Strauss & Co. (the “**Company**”), pursuant to its 2006 Equity Incentive Plan (the “**Plan**”), hereby grants to Participant a Stock Appreciation Right covering the number of Common Stock equivalents (the “**Stock Appreciation Rights**”) set forth below (the “**Award**”). This Award is evidenced by a Stock Appreciation Right Agreement (the “**Award Agreement**”). The Award is subject to all of the terms and conditions as set forth herein and in the Award Agreement, the Plan, and the Notice of Exercise, all of which are attached hereto and incorporated herein in their entirety.

Participant: _____
Date of Grant: _____
Vesting Commencement Date: _____
Number of Stock Appreciation Rights: _____
Strike Price (Fair Market Value Per Stock Appreciation Right on
Date of Grant): _____
Expiration Date: _____
SAR Grant Number: _____

Vesting Schedule: 25% vesting on <<insert date>>; with the remaining 75% balance vesting at a rate of 2.08% per month beginning <<insert date>> and ending <<insert date>>, all subject to the Continuous Service by Participant through the respective vesting dates.

Additional Terms/Acknowledgements: The undersigned Participant acknowledges receipt of, and understands and agrees to, this Stock Appreciation Right Grant Notice, the Award Agreement, and the Plan. Participant further acknowledges that as of the Date of Grant, this Stock Appreciation Right Grant Notice, the Award Agreement, and the Plan set forth the entire understanding between Participant and the Company regarding the award of the Stock Appreciation Rights and supersede all prior oral and written agreements on that subject with the exception of (i) awards previously granted and delivered to Participant under the Plan, and (ii) the following agreements only: None.

LEVI STRAUSS & CO.

PARTICIPANT

By: _____

Date: _____

Date: _____

**LEVI STRAUSS & CO.
2006 EQUITY INCENTIVE PLAN**

STOCK APPRECIATION RIGHT AGREEMENT

Pursuant to your Stock Appreciation Right Grant Notice (“**Grant Notice**”) and this Stock Appreciation Right Agreement (the “**Award Agreement**”), Levi Strauss & Co. (the “**Company**”) has granted you a Stock Appreciation Right under its 2006 Equity Incentive Plan (the “**Plan**”) covering the number of Common Stock equivalents (“**Stock Appreciation Rights**”) as indicated in your Grant Notice (collectively, the “**Award**”). Defined terms not explicitly defined in this Award Agreement but defined in the Plan shall have the same definitions as in the Plan.

The details of your Award are as follows:

- 1. VESTING.** Subject to the conditions and limitations contained herein, your Award shall vest as provided in your Grant Notice, provided that vesting shall cease upon the termination of your Continuous Service.
- 2. NUMBER OF SHARES AND STRIKE PRICE.** The number of Common Stock equivalents subject to your Award and your strike price per share are set forth in your Grant Notice and may be adjusted from time to time for Capitalization Adjustments.
- 3. CALCULATION OF APPRECIATION.** The amount payable upon exercise of each vested Award shall be equal to the excess of (i) the Fair Market Value per share of Common Stock on the date of exercise, over (ii) the Fair Market Value per share of Common Stock on the date of grant of the Award (as indicated in your Grant Notice).
- 4. PAYMENT.** Subject to Section 12, the amount payable upon exercise of your Award shall be settled in whole shares of Common Stock rounded down to the nearest whole share based on the Fair Market Value of such shares at the time of exercise.
- 5. TERM.** You may not exercise your Award before the commencement or after the expiration of its term. The term of your Award commences on the Date of Grant and expires upon the earliest of the following:

(a) immediately upon the termination of your Continuous Service for Cause;

(b) three (3) months after the termination of your Continuous Service for any reason other than Cause or your Retirement, Disability, or death; *provided, however,* (i) that if during any part of such three (3) month period your Award is not exercisable solely because of a condition set forth in Section 6, your Award shall not expire until the earlier of (A) the Expiration Date, or (B) the date it shall have been exercisable for an aggregate period of three (3) months after the termination of your Continuous Service, and (ii) that

prior to an IPO Date, the provisions of Section 8(a) of the Plan will have the effect of either limiting or extending the period during which exercise is permitted, depending upon the date on which the termination of your Continuous Services occurs;

(c) eighteen (18) months after the termination of your Continuous Service due to your Retirement or Disability; *provided, however,* that prior to an IPO Date, the provisions of Sections 7(c)(ix) and 8(a) of the Plan will have the effect of limiting the period during which exercise is permitted;

(d) eighteen (18) months after your death if you die either during your Continuous Service or within three (3) months after your Continuous Service terminates; *provided, however,* that prior to an IPO Date, the provisions of Sections 7(c)(x) and 8(a) of the Plan will have the effect of limiting the period during which exercise is permitted;

(e) the Expiration Date indicated in your Grant Notice; or

(f) the day before the tenth (10th) anniversary of the Date of Grant.

6. SECURITIES LAW COMPLIANCE. Notwithstanding anything to the contrary contained herein, you may not exercise your Award unless either (i) the shares of Common Stock issuable upon such exercise are then registered under the Securities Act, or (ii) the Company has determined that such exercise and issuance would be exempt from the registration requirements of the Securities Act. The exercise of your Award also must comply with other applicable laws and regulations governing your Award, and you may not exercise your Award if the Company determines that such exercise would not be in material compliance with such laws and regulations.

7. EXERCISE.

(a) You may exercise the vested portion of your Award during its term by delivering a Notice of Exercise to the Secretary of the Company, or to such other person as the Company may designate, during regular business hours, together with such additional documents as the Company may then require. The exercise date shall be the business day on which your signed Notice of Exercise is received by the Company. If the Notice of Exercise is received after normal business hours for a given day, then the exercise date shall be considered to be the following business day. Notwithstanding the foregoing, prior to an IPO Date, you may exercise a vested Award only during the period or periods and subject to the further conditions set forth in Section 8(a) of the Plan.

(b) As a condition of exercise of the vested portion of your Award for shares of Common Stock, you will be required to enter into the Stockholders' Agreement (or any successor to that agreement) and such other agreements as the Company may require pursuant to Section 8(f) of the Plan.

(c) By exercising your Award you agree that you shall not sell, dispose of, transfer, make any short sale of, grant any option for the purchase of, or enter into any

hedging or similar transaction with the same economic effect as a sale, any shares of Common Stock or other securities of the Company held by you, for a period of time specified by the managing underwriter(s) (not to exceed one hundred eighty (180) days) following the effective date of a registration statement of the Company filed under the Securities Act (the “***Lock Up Period***”) in connection with an initial public offering of Common Stock, if any; *provided, however,* that nothing contained in this section shall prevent the exercise of a repurchase right, if any, in favor of the Company during the Lock Up Period. You further agree to execute and deliver such other agreements as may be reasonably requested by the Company and/or the underwriter(s) that are consistent with the foregoing or that are necessary to give further effect thereto. In order to enforce the foregoing covenant, the Company may impose stop-transfer instructions with respect to your shares of Common Stock until the end of such period. The underwriters of the Company’s stock are intended third party beneficiaries of this Section 7(c) and shall have the right, power and authority to enforce the provisions hereof as though they were a party hereto.

8. TRANSFERABILITY. Your Award is not transferable, except by will or by the laws of descent and distribution, and is exercisable during your life only by you. Notwithstanding the foregoing, by delivering written notice to the Company, in a form satisfactory to the Company, you may designate a third party who, in the event of your death, shall thereafter be entitled to exercise your Award.

9. PUT RIGHT. Prior to an IPO Date, you, pursuant to the provisions of Section 8 of the Plan, shall have the right, but not the obligation, to require the Company to repurchase any or all of the shares of Common Stock acquired pursuant to the exercise of your Award.

10. CALL RIGHT. Upon and after any termination of your Continuous Service but prior to an IPO Date, the Company, pursuant to the provisions of Section 8 of the Plan, shall have the right, but not the obligation, to repurchase all of the shares of Common Stock theretofore or thereafter acquired pursuant to the exercise of your Award.

11. AWARD NOT A SERVICE CONTRACT. Your Award is not an employment or service contract, and nothing in your Award shall be deemed to create in any way whatsoever any obligation on your part to continue in the employ of the Company or any Affiliate, or of the Company or an Affiliate to continue your employment or service. In addition, nothing in your Award shall obligate the Company or an Affiliate, their respective stockholders, Boards of Directors, officers or employees to continue any relationship that you might have as a Director or Consultant for the Company or any Affiliate.

12. WITHHOLDING OBLIGATIONS.

(a) At the time you exercise your Award, in whole or in part, or at any time thereafter as requested by the Company, you hereby authorize withholding from payroll and any other amounts payable to you, and otherwise agree to make adequate provision for, any sums required to satisfy the federal, state, local and foreign tax withholding obligations of the Company or an Affiliate, if any, which arise in connection with the exercise of your Award.

(b) Upon your request and subject to approval by the Company, in its sole discretion, and compliance with any applicable legal conditions or restrictions, the Company may withhold from shares of Common Stock otherwise issuable to you upon the exercise of your Award a number of whole shares of Common Stock having a Fair Market Value, determined by the Company as of the date of exercise, not in excess of the minimum amount of tax required to be withheld by law (or such lesser amount as may be necessary to avoid variable award accounting).

(c) You may not exercise your Award unless the tax withholding obligations of the Company and/or any Affiliate are satisfied. Accordingly, you may not be able to exercise your Award when desired even though your Award is vested, and the Company shall have no obligation to issue a certificate for such shares of Common Stock or release such shares of Common Stock from any escrow provided for herein unless such obligations are satisfied.

13. PERSONAL DATA. You understand that your employer, the Company, or an Affiliate hold certain personal information about you, including but not limited to your name, home address, telephone number, date of birth, national social insurance number, salary, nationality, job title, and details of all shares of Common Stock granted, cancelled, vested, unvested, or outstanding (the “**Personal Data**”). Certain Personal Data may also constitute “**Sensitive Personal Data**” within the meaning of applicable local law. Such data include but are not limited to Personal Data and any changes thereto, and other appropriate personal and financial data about you. You hereby provide express consent to the Company or an Affiliate to process any such Personal Data and Sensitive Personal Data. You also hereby provide express consent to the Company and/or an Affiliate to transfer any such Personal Data and Sensitive Personal Data outside the country in which you are employed or retained, including the United States. The legal persons for whom such Personal Data are intended are the Company and any broker company providing services to the Company in connection with the administration of the Plan. You have been informed of your right to access and correct your Personal Data by applying to the Company representative identified on the Grant Notice.

14. ADDITIONAL AGREEMENTS AND ACKNOWLEDGEMENTS. You hereby agree and acknowledge that:

(a) The rights and obligations of the Company with respect to your Award shall be transferable to any one or more persons or entities, and all covenants and agreements hereunder shall inure to the benefit of, and be enforceable by the Company’s successors and assigns.

(b) You agree upon request to execute any further documents or instruments necessary or desirable in the sole determination of the Company to carry out the purposes or intent of your Award.

(c) You have reviewed your Award in its entirety, have had an opportunity to obtain the advice of counsel prior to executing and accepting your Award and fully understand all provisions of your Award.

(d) You will not question or contest in any way, whether pursuant to legal proceedings or otherwise, the Board's determination of the Fair Market Value of Common Stock, whether for purposes of determining the strike price of your Award, the number of shares of Common Stock payable on exercise of your Award, or the amount payable on exercise of your put right or the Company's call right pursuant to Section 8 of the Plan.

(e) You will not question or contest in any way, whether pursuant to legal proceedings or otherwise, the Company's determination, pursuant to Section 8(e) of the Plan, to (i) reject, in whole or in part, your exercise of a put right or (ii) not exercise, in whole or in part, the Company's call right.

(f) This Agreement shall be subject to all applicable laws, rules, and regulations, and to such approvals by any governmental agencies or national securities exchanges as may be required.

(g) All obligations of the Company under the Plan and this Agreement shall be binding on any successor to the Company, whether the existence of such successor is the result of a direct or indirect purchase, merger, consolidation, or otherwise, of all or substantially all of the business and/or assets of the Company.

(h) Participation in the Plan is voluntary, and therefore, you must accept the terms and conditions of the Plan and this Award as a condition to participate in the Plan and receive this Award.

(i) The Plan is discretionary in nature and the Company can amend, cancel, or terminate it at any time.

(j) This Award and any other awards under the Plan are voluntary and occasional and do not create any contractual or other right to receive future awards or other benefits in lieu of future awards, even if similar awards have been granted repeatedly in the past.

(k) All determinations with respect to any such future awards, including, but not limited to, the time or times when such awards are made, the number of shares of Common Stock, and performance and other conditions applied to the awards, will be at the sole discretion of the Company.

(l) The value of the shares of Common Stock and this Award is an extraordinary item of compensation, which is outside the scope of your employment or service contract, if any.

(m) The shares of Common Stock, this Award, or any income derived therefrom are a potential bonus payment not paid in lieu of any cash salary compensation and not part

of normal or expected compensation or salary for any purposes, including, but not limited to, calculating any termination, severance, resignation, redundancy, end of service payments, bonuses, long-service awards, life or accident insurance benefits, pension or retirement benefits or similar payments.

(n) In the event of the termination of your Continuous Service, your eligibility to receive shares of Common Stock or payments under this Award or the Plan, if any, will terminate effective as of the date that you are no longer actively employed or retained regardless of any reasonable notice period mandated under local law, except as expressly provided in this Award.

(o) In the event of the termination of your Continuous Service for Cause, the Company, in its sole discretion, may rescind any transfer of Common Stock to you that occurred within six (6) months prior to such termination of Continuous Service or demand that you pay over to the Company the proceeds received by you upon the sale, transfer or other transaction involving the Common Stock in such manner and on such terms and conditions as the Company may require, and the Company shall be entitled to set-off against the amount of such proceeds any amount you owe to the Company to the fullest extent permitted by law.

(p) The future value of the shares of Common Stock is unknown and cannot be predicted with certainty.

(q) No claim or entitlement to compensation or damages arises from the termination of this Award or diminution in value of the shares of Common Stock and you irrevocably release the Company and its Affiliates, from any such claim that may arise.

(r) The Plan and this Award set forth the entire understanding between you, the Company and any Affiliate regarding the acquisition of the shares of Common Stock and supersede all prior oral and written agreements pertaining to this Award.

15. NOTICES. Any notices provided for in your Award or the Plan shall be given in writing and shall be deemed effectively given upon receipt or, in the case of notices delivered by mail by the Company to you, five (5) days after deposit in the United States mail, postage prepaid, addressed to you at the last address you provided to the Company.

16. HEADINGS. The headings of the Sections in this Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Agreement or to affect the meaning of this Agreement.

17. SEVERABILITY. If all or any part of this Agreement or the Plan is declared by any court or governmental authority to be unlawful or invalid, such unlawfulness or invalidity shall not invalidate any portion of this Agreement or the Plan not declared to be unlawful or invalid. Any Section of this Agreement (or part of such a Section) so declared to be unlawful or invalid shall, if possible, be construed in a manner which will give effect

to the terms of such Section or part of a Section to the fullest extent possible while remaining lawful and valid.

18. GOVERNING PLAN DOCUMENT. Your Award is subject to all the provisions of the Plan, the provisions of which are hereby made a part of your Award, and is further subject to all interpretations, amendments, rules and regulations, which may from time to time be promulgated and adopted pursuant to the Plan. In the event of any conflict between the provisions of your Award and those of the Plan, the provisions of the Plan shall control.

**LEVI STRAUSS & CO.
2006 EQUITY INCENTIVE PLAN**

**PERFORMANCE VESTED
STOCK APPRECIATION RIGHT GRANT NOTICE**

Levi Strauss & Co. (the “**Company**”), pursuant to its 2006 Equity Incentive Plan (the “**Plan**”), hereby grants to Participant a Stock Appreciation Right covering the number of Common Stock equivalents (the “**Stock Appreciation Rights**”) set forth below (the “**Award**”). This Award is evidenced by a Stock Appreciation Right Agreement (the “**Award Agreement**”). The Award is subject to all of the terms and conditions as set forth herein and in the Award Agreement, the Plan, and the Notice of Exercise, all of which are attached hereto and incorporated herein in their entirety.

Participant:

Date of Grant:

Performance Period:

Three-Year Period comprised of the Company’s Fiscal Years ending in 2013, 2014 and 2015

Number of Stock Appreciation Rights:

Strike Price (Fair Market Value Per Stock Appreciation Right on Date of Grant):

Expiration Date:

SAR Grant Number:

Performance Vesting: The Stock Appreciation Rights shall be subject to the performance vesting matrix set forth below, with the performance determined by the Board of Directors on or before March 1, 2016, all subject to Continuous Service by Participant through the date of the determination of the performance by the Board of Directors, and, provided, that as a condition for any vesting of the Stock Appreciation Rights, the Company’s common stock must have a Fair Market Value (as such term is defined in the Plan) of not less than Fifty Dollars (\$50) per share.

Performance SAR Vesting Matrix – Vested Percentage of Performance SARs

3-Year Average EBIT Margin % Performance	Stretch Case	≥10.60%	0%	20%	40%	60%	100%
		10.05%	0%	0%	20%	40%	60%
	Base Case	9.50%	0%	0%	20%	40%	
		9.25%	0%	0%	0%	0%	20%
	Threshold Case	≤9.00%	0%	0%	0%	0%	0%
		≤1.80%	2.55%	3.30%	4.55%	≥5.40%	Stretch Case
		Threshold Case	Base Case				
		3-Year Average Net Revenue CAGR Performance					

Both scales assume interpolation between performance levels and vested percentages listed above.

Any portion of the Stock Appreciation Rights that is not determined by the Board of Directors to have become vested based on performance during the Performance Period shall automatically terminate and become forfeited.

Additional Terms/Acknowledgements: The undersigned Participant acknowledges receipt of, and understands and agrees to, this Stock Appreciation Right Grant Notice, the Award Agreement, and the Plan. Participant further acknowledges that as of the Date of Grant, this Stock Appreciation Right Grant Notice, the Award Agreement, and the Plan set forth the entire understanding between Participant and the Company regarding the award of the Stock Appreciation Rights and supersede all prior oral and written agreements on that subject with the exception of (i) awards previously granted and delivered to Participant under the Plan, and (ii) the following agreements only: None.

LEVI STRAUSS & CO.

PARTICIPANT

By: _____

Date: _____

Date: _____

**LEVI STRAUSS & CO.
2006 EQUITY INCENTIVE PLAN**

STOCK APPRECIATION RIGHT AGREEMENT

Pursuant to your Stock Appreciation Right Grant Notice (“**Grant Notice**”) and this Stock Appreciation Right Agreement (the “**Award Agreement**”), Levi Strauss & Co. (the “**Company**”) has granted you a Stock Appreciation Right under its 2006 Equity Incentive Plan (the “**Plan**”) covering the number of Common Stock equivalents (“**Stock Appreciation Rights**”) as indicated in your Grant Notice (collectively, the “**Award**”). Defined terms not explicitly defined in this Award Agreement but defined in the Plan shall have the same definitions as in the Plan.

The details of your Award are as follows:

- 1. VESTING.** Subject to the conditions and limitations contained herein, your Award shall vest as provided in your Grant Notice, provided that vesting shall cease upon the termination of your Continuous Service.
- 2. NUMBER OF SHARES AND STRIKE PRICE.** The number of Common Stock equivalents subject to your Award and your strike price per share are set forth in your Grant Notice and may be adjusted from time to time for Capitalization Adjustments.
- 3. CALCULATION OF APPRECIATION.** The amount payable upon exercise of each vested Award shall be equal to the excess of (i) the Fair Market Value per share of Common Stock on the date of exercise, over (ii) the Fair Market Value per share of Common Stock on the date of grant of the Award (as indicated in your Grant Notice).
- 4. PAYMENT.** Subject to Section 12, the amount payable upon exercise of your Award shall be settled in whole shares of Common Stock rounded down to the nearest whole share based on the Fair Market Value of such shares at the time of exercise.
- 5. TERM.** You may not exercise your Award before the commencement or after the expiration of its term. The term of your Award commences on the Date of Grant and expires upon the earliest of the following:
 - (a) immediately upon the termination of your Continuous Service for Cause;
 - (b) three (3) months after the termination of your Continuous Service for any reason other than Cause or your Retirement, Disability, or death; *provided, however,* (i) that if during any part of such three (3) month period your Award is not exercisable solely because of a condition set forth in Section 6, your Award shall not expire until the earlier of (A) the Expiration Date, or (B) the date it shall have been exercisable for an aggregate period of three (3) months after the termination of your Continuous Service, and (ii) that

prior to an IPO Date, the provisions of Section 8(a) of the Plan will have the effect of either limiting or extending the period during which exercise is permitted, depending upon the date on which the termination of your Continuous Services occurs;

(c) eighteen (18) months after the termination of your Continuous Service due to your Retirement or Disability; *provided, however,* that prior to an IPO Date, the provisions of Sections 7(c)(ix) and 8(a) of the Plan will have the effect of limiting the period during which exercise is permitted;

(d) eighteen (18) months after your death if you die either during your Continuous Service or within three (3) months after your Continuous Service terminates; *provided, however,* that prior to an IPO Date, the provisions of Sections 7(c)(x) and 8(a) of the Plan will have the effect of limiting the period during which exercise is permitted;

(e) the Expiration Date indicated in your Grant Notice; or

(f) the day before the tenth (10th) anniversary of the Date of Grant.

6. SECURITIES LAW COMPLIANCE. Notwithstanding anything to the contrary contained herein, you may not exercise your Award unless either (i) the shares of Common Stock issuable upon such exercise are then registered under the Securities Act, or (ii) the Company has determined that such exercise and issuance would be exempt from the registration requirements of the Securities Act. The exercise of your Award also must comply with other applicable laws and regulations governing your Award, and you may not exercise your Award if the Company determines that such exercise would not be in material compliance with such laws and regulations.

7. EXERCISE.

(a) You may exercise the vested portion of your Award during its term by delivering a Notice of Exercise to the Secretary of the Company, or to such other person as the Company may designate, during regular business hours, together with such additional documents as the Company may then require. The exercise date shall be the business day on which your signed Notice of Exercise is received by the Company. If the Notice of Exercise is received after normal business hours for a given day, then the exercise date shall be considered to be the following business day. Notwithstanding the foregoing, prior to an IPO Date, you may exercise a vested Award only during the period or periods and subject to the further conditions set forth in Section 8(a) of the Plan.

(b) As a condition of exercise of the vested portion of your Award for shares of Common Stock, you will be required to enter into the Stockholders' Agreement (or any successor to that agreement) and such other agreements as the Company may require pursuant to Section 8(f) of the Plan.

(c) By exercising your Award you agree that you shall not sell, dispose of, transfer, make any short sale of, grant any option for the purchase of, or enter into any

hedging or similar transaction with the same economic effect as a sale, any shares of Common Stock or other securities of the Company held by you, for a period of time specified by the managing underwriter(s) (not to exceed one hundred eighty (180) days) following the effective date of a registration statement of the Company filed under the Securities Act (the “***Lock Up Period***”) in connection with an initial public offering of Common Stock, if any; *provided, however,* that nothing contained in this section shall prevent the exercise of a repurchase right, if any, in favor of the Company during the Lock Up Period. You further agree to execute and deliver such other agreements as may be reasonably requested by the Company and/or the underwriter(s) that are consistent with the foregoing or that are necessary to give further effect thereto. In order to enforce the foregoing covenant, the Company may impose stop-transfer instructions with respect to your shares of Common Stock until the end of such period. The underwriters of the Company’s stock are intended third party beneficiaries of this Section 7(c) and shall have the right, power and authority to enforce the provisions hereof as though they were a party hereto.

8. TRANSFERABILITY. Your Award is not transferable, except by will or by the laws of descent and distribution, and is exercisable during your life only by you. Notwithstanding the foregoing, by delivering written notice to the Company, in a form satisfactory to the Company, you may designate a third party who, in the event of your death, shall thereafter be entitled to exercise your Award.

9. PUT RIGHT. Prior to an IPO Date, you, pursuant to the provisions of Section 8 of the Plan, shall have the right, but not the obligation, to require the Company to repurchase any or all of the shares of Common Stock acquired pursuant to the exercise of your Award.

10. CALL RIGHT. Upon and after any termination of your Continuous Service but prior to an IPO Date, the Company, pursuant to the provisions of Section 8 of the Plan, shall have the right, but not the obligation, to repurchase all of the shares of Common Stock theretofore or thereafter acquired pursuant to the exercise of your Award.

11. AWARD NOT A SERVICE CONTRACT. Your Award is not an employment or service contract, and nothing in your Award shall be deemed to create in any way whatsoever any obligation on your part to continue in the employ of the Company or any Affiliate, or of the Company or an Affiliate to continue your employment or service. In addition, nothing in your Award shall obligate the Company or an Affiliate, their respective stockholders, Boards of Directors, officers or employees to continue any relationship that you might have as a Director or Consultant for the Company or any Affiliate.

12. WITHHOLDING OBLIGATIONS.

(a) At the time you exercise your Award, in whole or in part, or at any time thereafter as requested by the Company, you hereby authorize withholding from payroll and any other amounts payable to you, and otherwise agree to make adequate provision for, any sums required to satisfy the federal, state, local and foreign tax withholding obligations of the Company or an Affiliate, if any, which arise in connection with the exercise of your Award.

(b) Upon your request and subject to approval by the Company, in its sole discretion, and compliance with any applicable legal conditions or restrictions, the Company may withhold from shares of Common Stock otherwise issuable to you upon the exercise of your Award a number of whole shares of Common Stock having a Fair Market Value, determined by the Company as of the date of exercise, not in excess of the minimum amount of tax required to be withheld by law (or such lesser amount as may be necessary to avoid variable award accounting).

(c) You may not exercise your Award unless the tax withholding obligations of the Company and/or any Affiliate are satisfied. Accordingly, you may not be able to exercise your Award when desired even though your Award is vested, and the Company shall have no obligation to issue a certificate for such shares of Common Stock or release such shares of Common Stock from any escrow provided for herein unless such obligations are satisfied.

13. PERSONAL DATA. You understand that your employer, the Company, or an Affiliate hold certain personal information about you, including but not limited to your name, home address, telephone number, date of birth, national social insurance number, salary, nationality, job title, and details of all shares of Common Stock granted, cancelled, vested, unvested, or outstanding (the "**Personal Data**"). Certain Personal Data may also constitute "**Sensitive Personal Data**" within the meaning of applicable local law. Such data include but are not limited to Personal Data and any changes thereto, and other appropriate personal and financial data about you. You hereby provide express consent to the Company or an Affiliate to process any such Personal Data and Sensitive Personal Data. You also hereby provide express consent to the Company and/or an Affiliate to transfer any such Personal Data and Sensitive Personal Data outside the country in which you are employed or retained, including the United States. The legal persons for whom such Personal Data are intended are the Company and any broker company providing services to the Company in connection with the administration of the Plan. You have been informed of your right to access and correct your Personal Data by applying to the Company representative identified on the Grant Notice.

14. ADDITIONAL AGREEMENTS AND ACKNOWLEDGEMENTS. You hereby agree and acknowledge that:

(a) The rights and obligations of the Company with respect to your Award shall be transferable to any one or more persons or entities, and all covenants and agreements hereunder shall inure to the benefit of, and be enforceable by the Company's successors and assigns.

(b) You agree upon request to execute any further documents or instruments necessary or desirable in the sole determination of the Company to carry out the purposes or intent of your Award.

(c) You have reviewed your Award in its entirety, have had an opportunity to obtain the advice of counsel prior to executing and accepting your Award and fully understand all provisions of your Award.

(d) You will not question or contest in any way, whether pursuant to legal proceedings or otherwise, the Board's determination of the Fair Market Value of Common Stock, whether for purposes of determining the strike price of your Award, the number of shares of Common Stock payable on exercise of your Award, or the amount payable on exercise of your put right or the Company's call right pursuant to Section 8 of the Plan.

(e) You will not question or contest in any way, whether pursuant to legal proceedings or otherwise, the Company's determination, pursuant to Section 8(e) of the Plan, to (i) reject, in whole or in part, your exercise of a put right or (ii) not exercise, in whole or in part, the Company's call right.

(f) This Agreement shall be subject to all applicable laws, rules, and regulations, and to such approvals by any governmental agencies or national securities exchanges as may be required.

(g) All obligations of the Company under the Plan and this Agreement shall be binding on any successor to the Company, whether the existence of such successor is the result of a direct or indirect purchase, merger, consolidation, or otherwise, of all or substantially all of the business and/or assets of the Company.

(h) Participation in the Plan is voluntary, and therefore, you must accept the terms and conditions of the Plan and this Award as a condition to participate in the Plan and receive this Award.

(i) The Plan is discretionary in nature and the Company can amend, cancel, or terminate it at any time.

(j) This Award and any other awards under the Plan are voluntary and occasional and do not create any contractual or other right to receive future awards or other benefits in lieu of future awards, even if similar awards have been granted repeatedly in the past.

(k) All determinations with respect to any such future awards, including, but not limited to, the time or times when such awards are made, the number of shares of Common Stock, and performance and other conditions applied to the awards, will be at the sole discretion of the Company.

(l) The value of the shares of Common Stock and this Award is an extraordinary item of compensation, which is outside the scope of your employment or service contract, if any.

(m) The shares of Common Stock, this Award, or any income derived therefrom are a potential bonus payment not paid in lieu of any cash salary compensation and not part

of normal or expected compensation or salary for any purposes, including, but not limited to, calculating any termination, severance, resignation, redundancy, end of service payments, bonuses, long-service awards, life or accident insurance benefits, pension or retirement benefits or similar payments.

(n) In the event of the termination of your Continuous Service, your eligibility to receive shares of Common Stock or payments under this Award or the Plan, if any, will terminate effective as of the date that you are no longer actively employed or retained regardless of any reasonable notice period mandated under local law, except as expressly provided in this Award.

(o) In the event of the termination of your Continuous Service for Cause, the Company, in its sole discretion, may rescind any transfer of Common Stock to you that occurred within six (6) months prior to such termination of Continuous Service or demand that you pay over to the Company the proceeds received by you upon the sale, transfer or other transaction involving the Common Stock in such manner and on such terms and conditions as the Company may require, and the Company shall be entitled to set-off against the amount of such proceeds any amount you owe to the Company to the fullest extent permitted by law.

(p) The future value of the shares of Common Stock is unknown and cannot be predicted with certainty.

(q) No claim or entitlement to compensation or damages arises from the termination of this Award or diminution in value of the shares of Common Stock and you irrevocably release the Company and its Affiliates, from any such claim that may arise.

(r) The Plan and this Award set forth the entire understanding between you, the Company and any Affiliate regarding the acquisition of the shares of Common Stock and supersede all prior oral and written agreements pertaining to this Award.

15. NOTICES. Any notices provided for in your Award or the Plan shall be given in writing and shall be deemed effectively given upon receipt or, in the case of notices delivered by mail by the Company to you, five (5) days after deposit in the United States mail, postage prepaid, addressed to you at the last address you provided to the Company.

16. HEADINGS. The headings of the Sections in this Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Agreement or to affect the meaning of this Agreement.

17. SEVERABILITY. If all or any part of this Agreement or the Plan is declared by any court or governmental authority to be unlawful or invalid, such unlawfulness or invalidity shall not invalidate any portion of this Agreement or the Plan not declared to be unlawful or invalid. Any Section of this Agreement (or part of such a Section) so declared to be unlawful or invalid shall, if possible, be construed in a manner which will give effect

to the terms of such Section or part of a Section to the fullest extent possible while remaining lawful and valid.

18. GOVERNING PLAN DOCUMENT. Your Award is subject to all the provisions of the Plan, the provisions of which are hereby made a part of your Award, and is further subject to all interpretations, amendments, rules and regulations, which may from time to time be promulgated and adopted pursuant to the Plan. In the event of any conflict between the provisions of your Award and those of the Plan, the provisions of the Plan shall control.

**LEVI STRAUSS & CO.
2006 EQUITY INCENTIVE PLAN**

**PERFORMANCE VESTED
STOCK APPRECIATION RIGHT GRANT NOTICE**

Levi Strauss & Co. (the “**Company**”), pursuant to its 2006 Equity Incentive Plan (the “**Plan**”), hereby grants to Participant a Stock Appreciation Right covering the number of Common Stock equivalents (the “**SARs**”) set forth below (the “**Award**”). This Award is evidenced by a Stock Appreciation Right Agreement (the “**Award Agreement**”). The Award is subject to all of the terms and conditions as set forth herein including those set forth in Exhibit A, and in the Award Agreement, the Plan, and the resolutions of the Board of Directors of the Company dated February 5, 2014 (the “Board Resolutions”).

Participant: _____
Date of Grant: _____
Performance Period: _____
Number of SARs at Target Performance: _____
Maximum Number of SARs: _____
Strike Price (Fair Market Value on Date of Grant): _____
Expiration Date: _____
SAR Grant Number: _____

Performance Goals: The actual number of SARs under this Award that will vest at the end of a three-year period will be determined based on (1) the Company's average earnings before interest and taxes (“EBIT”) margin percentage set forth on Exhibit A; (2) the compound annual growth rate of the Company's net revenues over the three-year period set forth on Exhibit A; and (3) three-year TSR performance over the three-year period. In each case, the goals and the extent to which they have been achieved will be determined by the Board of Directors, in its sole discretion.

Performance Vesting: To the extent that the Performance Goals described above are achieved and SARs vest, as determined by the Board of Directors, then 100% of the earned SARs (which may range from zero to the maximum number above depending on achievement of the Performance Goals) shall vest on the date in <>20XX>> that the Board of Directors certifies attainment (the “Certification Date”), all subject to Continuous Service by Participant through the Certification Date.

Additional Terms/Acknowledgements: The undersigned Participant acknowledges receipt of, and understands and agrees to, this Stock Appreciation Right Grant Notice, the Award Agreement, and the Plan. Participant further acknowledges that as of the Date of Grant, this Stock Appreciation Right Grant Notice, the Award Agreement, and the Plan set forth the entire understanding between Participant and the Company regarding the award of the Stock Appreciation Rights and supersede all prior oral and written agreements on that subject with the exception of (i) awards previously granted and delivered to Participant under the Plan, and (ii) the following agreements only: none.

LEVI STRAUSS & CO.

PARTICIPANT

By: _____

Date: _____

Date: _____

**LEVI STRAUSS & CO.
2006 EQUITY INCENTIVE PLAN**

STOCK APPRECIATION RIGHT AGREEMENT

Pursuant to your Stock Appreciation Right Grant Notice (“**Grant Notice**”) and this Stock Appreciation Right Agreement (the “**Award Agreement**”), Levi Strauss & Co. (the “**Company**”) has granted you a Stock Appreciation Right under its 2006 Equity Incentive Plan (the “**Plan**”) covering the number of Common Stock equivalents (“**Stock Appreciation Rights**”) as indicated in your Grant Notice (collectively, the “**Award**”). Defined terms not explicitly defined in this Award Agreement but defined in the Plan shall have the same definitions as in the Plan.

The details of your Award are as follows:

1. VESTING. Subject to the conditions and limitations contained herein, your Award shall vest as provided in your Grant Notice, provided that vesting shall cease upon the termination of your Continuous Service.

2. NUMBER OF SHARES AND STRIKE PRICE. The number of Common Stock equivalents subject to your Award and your strike price per share are set forth in your Grant Notice and may be adjusted from time to time in accordance with Section 11(a) of the Plan.

3. CALCULATION OF APPRECIATION. The amount payable upon exercise of each vested Award shall be equal to the excess of (i) the Fair Market Value per share of Common Stock on the date of exercise, over (ii) the Fair Market Value per share of Common Stock on the date of grant of the Award (as indicated in your Grant Notice).

4. PAYMENT. Subject to Section 12, the amount payable upon exercise of your Award shall be settled in whole shares of Common Stock rounded down to the nearest whole share based on the Fair Market Value of such shares at the time of exercise.

5. TERM. You may not exercise your Award before the commencement or after the expiration of its term. The term of your Award commences on the Date of Grant and expires upon the earliest of the following:

(a) immediately upon the termination of your Continuous Service for Cause;

(b) three (3) months after the termination of your Continuous Service for any reason other than Cause or your Retirement, Disability, or death; *provided, however,* (i) that if during any part of such three (3) month period your Award is not exercisable solely because of a condition set forth in Section 6, your Award shall not expire until the earlier of (A) the Expiration Date, or (B) the date it shall have been exercisable for an aggregate period of three (3) months after the termination of your Continuous Service, and (ii) that prior to an IPO Date, the provisions of Section 8(a) of the Plan will have the effect of either limiting or extending the period during which exercise is permitted, depending upon the date on which the termination of your Continuous Services occurs;

(c) eighteen (18) months after the termination of your Continuous Service due to your Retirement or Disability; *provided, however,* that prior to an IPO Date, the provisions of Sections 7(c)(ix) and 8(a) of the Plan will have the effect of limiting the period during which exercise is permitted;

(d) eighteen (18) months after your death if you die either during your Continuous Service or within three (3) months after your Continuous Service terminates; *provided, however,* that prior to an IPO Date, the provisions of Sections 7(c)(x) and 8(a) of the Plan will have the effect of limiting the period during which exercise is permitted;

(e) the Expiration Date indicated in your Grant Notice; or

(f) the day before the seventh (7th) anniversary of the Date of Grant.

6. SECURITIES LAW COMPLIANCE. Notwithstanding anything to the contrary contained herein, you may not exercise your Award unless either (i) the shares of Common Stock issuable upon such exercise are then registered under the Securities Act, or (ii) the Company has determined that such exercise and issuance would be exempt from the registration requirements of the Securities Act. The exercise of your Award also must comply with other applicable laws and regulations governing your Award, and you may not exercise your Award if the Company determines that such exercise would not be in material compliance with such laws and regulations.

7. EXERCISE.

(a) You may exercise the vested portion of your Award during its term by delivering a notice of exercise to the Secretary of the Company, or to such other person as the Company may designate, during regular business hours, together with such additional documents as the Company may then require. The exercise date shall be the business day on which your signed notice of exercise is received by the Company. If the notice of exercise is received after normal business hours for a given day, then the exercise date shall be considered to be the following business day. Notwithstanding the foregoing, prior to an IPO Date, you may exercise a vested Award only during the period or periods and subject to the further conditions set forth in Section 8(a) of the Plan.

(b) As a condition of exercise of the vested portion of your Award for shares of Common Stock, you will be required to enter into the Stockholders' Agreement (or any successor to that agreement) and such other agreements as the Company may require pursuant to Section 8(f) of the Plan.

(c) By exercising your Award you agree that you shall not sell, dispose of, transfer, make any short sale of, grant any option for the purchase of, or enter into any hedging or similar transaction with the same economic effect as a sale, any shares of Common Stock or other securities of the Company held by you, for a period of time specified by the managing underwriter(s) (not to exceed one hundred eighty (180) days) following the effective date of a registration statement of the Company filed under the Securities Act (the "*Lock Up Period*") in connection with an initial public offering of Common Stock, if any; *provided, however,* that nothing contained in this section shall prevent the exercise of a repurchase right, if any, in favor of the Company during the Lock Up Period. You further agree to execute and deliver such other agreements as may be reasonably requested by the Company and/or the underwriter(s) that are consistent with the foregoing or that are necessary to give further effect thereto. In order to enforce the foregoing covenant, the Company may impose stop-transfer instructions with respect to your shares of Common Stock until the end of such period. The underwriters of the Company's stock are intended third party beneficiaries of this Section 7(c) and shall have the right, power and authority to enforce the provisions hereof as though they were a party hereto.

8. TRANSFERABILITY. Your Award is not transferable, except by will or by the laws of descent and distribution, and is exercisable during your life only by you. Notwithstanding the foregoing, by delivering written notice to the Company, in a form satisfactory to the Company, you may designate a third party who, in the event of your death, shall thereafter be entitled to exercise your Award.

9. PUT RIGHT. Prior to an IPO Date, you, pursuant to the provisions of Section 8 of the Plan, shall have the right, but not the obligation, to require the Company to repurchase any or all of the shares of Common Stock acquired pursuant to the exercise of your Award.

10. CALL RIGHT. Upon and after any termination of your Continuous Service but prior to an IPO Date, the Company, pursuant to the provisions of Section 8 of the Plan, shall have the right, but not the obligation, to repurchase all of the shares of Common Stock theretofore or thereafter acquired pursuant to the exercise of your Award.

11. AWARD NOT A SERVICE CONTRACT. Your Award is not an employment or service contract, and nothing in your Award shall be deemed to create in any way whatsoever any obligation on your part to continue in the employ of the Company or any Affiliate, or of the Company or an Affiliate to continue your employment or service. In addition, nothing in your Award shall obligate the Company or an Affiliate, their respective stockholders, Boards of Directors, officers or employees to continue any relationship that you might have as a Director or Consultant for the Company or any Affiliate.

12. WITHHOLDING OBLIGATIONS.

(a) At the time you exercise your Award, in whole or in part, or at any time thereafter as requested by the Company, you hereby authorize withholding from payroll and any other amounts payable to you, and otherwise agree to make adequate provision for, any sums required to satisfy the federal, state, local and foreign tax withholding obligations of the Company or an Affiliate, if any, which arise in connection with the exercise of your Award.

(b) Upon your request and subject to approval by the Company, in its sole discretion, and compliance with any applicable legal conditions or restrictions, the Company may withhold from shares of Common Stock otherwise issuable to you upon the exercise of your Award a number of whole shares of Common Stock having a Fair Market Value, determined by the Company as of the date of exercise, not in excess of the minimum amount of tax required to be withheld by law (or such lesser amount as may be necessary to avoid variable award accounting).

(c) You may not exercise your Award unless the tax withholding obligations of the Company and/or any Affiliate are satisfied. Accordingly, you may not be able to exercise your Award when desired even though your Award is vested, and the Company shall have no obligation to issue a certificate for such shares of Common Stock or release such shares of Common Stock from any escrow provided for herein unless such obligations are satisfied.

13. PERSONAL DATA. You understand that your employer, the Company, or an Affiliate hold certain personal information about you, including but not limited to your name, home address, telephone number, date of birth, national social insurance number, salary, nationality, job title, and details of all shares of Common Stock granted, cancelled, vested, unvested, or outstanding (the “*Personal Data*”). Certain Personal Data may also constitute “*Sensitive Personal Data*” within the meaning of applicable local law. Such data include but are not limited to Personal Data and any changes thereto, and other appropriate personal and financial data about you. You hereby provide express consent to the Company or an Affiliate to process any such Personal Data and Sensitive Personal Data. You also hereby provide express consent to the Company and/or an Affiliate to transfer any such Personal Data and Sensitive Personal Data outside the country in which you are employed or retained, including the United States. The legal persons for whom such Personal Data are intended are the Company and any broker company providing services to the Company in connection with the administration of the Plan. You have been informed of your right to access and correct your Personal Data by applying to the Company representative identified on the Grant Notice.

14. ADDITIONAL AGREEMENTS AND ACKNOWLEDGEMENTS. You hereby agree and acknowledge that:

(a) The rights and obligations of the Company with respect to your Award shall be transferable to any one or more persons or entities, and all covenants and agreements hereunder shall inure to the benefit of, and be enforceable by the Company’s successors and assigns.

(b) You agree upon request to execute any further documents or instruments necessary or desirable in the sole determination of the Company to carry out the purposes or intent of your Award.

(c) You have reviewed your Award in its entirety, have had an opportunity to obtain the advice of counsel prior to executing and accepting your Award and fully understand all provisions of your Award.

(d) You will not question or contest in any way, whether pursuant to legal proceedings or otherwise, the Board’s determination of the Fair Market Value of Common Stock, whether for purposes of determining the strike price of your Award, the number of shares of Common Stock payable on exercise of your Award, or the amount payable on exercise of your put right or the Company’s call right pursuant to Section 8 of the Plan.

(e) You will not question or contest in any way, whether pursuant to legal proceedings or otherwise, the Company’s determination, pursuant to Section 8(e) of the Plan, to (i) reject, in whole or in part, your exercise of a put right or (ii) not exercise, in whole or in part, the Company’s call right.

(f) This Agreement shall be subject to all applicable laws, rules, and regulations, and to such approvals by any governmental agencies or national securities exchanges as may be required.

(g) All obligations of the Company under the Plan and this Agreement shall be binding on any successor to the Company, whether the existence of such successor is the result of a direct or indirect purchase, merger, consolidation, or otherwise, of all or substantially all of the business and/or assets of the Company.

(h) Participation in the Plan is voluntary, and therefore, you must accept the terms and conditions of the Plan and this Award as a condition to participate in the Plan and receive this Award.

(i) The Plan is discretionary in nature and the Company can amend, cancel, or terminate it at any time.

(j) This Award and any other awards under the Plan are voluntary and occasional and do not create any contractual or other right to receive future awards or other benefits in lieu of future awards, even if similar awards have been granted repeatedly in the past.

(k) All determinations with respect to any such future awards, including, but not limited to, the time or times when such awards are made, the number of shares of Common Stock, and performance and other conditions applied to the awards, will be at the sole discretion of the Company.

(l) The value of the shares of Common Stock and this Award is an extraordinary item of compensation, which is outside the scope of your employment or service contract, if any.

(m) The shares of Common Stock, this Award, or any income derived therefrom are a potential bonus payment not paid in lieu of any cash salary compensation and not part of normal or expected compensation or salary for any purposes, including, but not limited to, calculating any termination, severance, resignation, redundancy, end of service payments, bonuses, long-service awards, life or accident insurance benefits, pension or retirement benefits or similar payments.

(n) In the event of the termination of your Continuous Service, your eligibility to receive shares of Common Stock or payments under this Award or the Plan, if any, will terminate effective as of the date that you are no longer actively employed or retained regardless of any reasonable notice period mandated under local law, except as expressly provided in this Award.

(o) In the event of the termination of your Continuous Service for Cause, the Company, in its sole discretion, may, in accordance with Section 7(c) (xi) of the Plan, rescind any transfer of Common Stock to you that occurred within six (6) months prior to such termination of Continuous Service or demand that you pay over to the Company the proceeds received by you upon the sale, transfer or other transaction involving the Common Stock in such manner and on such terms and conditions as the Company may require, and the Company shall be entitled to set-off against the amount of such proceeds any amount you owe to the Company to the fullest extent permitted by law.

(p) The future value of the shares of Common Stock is unknown and cannot be predicted with certainty.

(q) No claim or entitlement to compensation or damages arises from the termination of this Award or diminution in value of the shares of Common Stock and you irrevocably release the Company and its Affiliates, from any such claim that may arise.

(r) The Plan and this Award set forth the entire understanding between you, the Company and any Affiliate regarding the acquisition of the shares of Common Stock and supersede all prior oral and written agreements pertaining to this Award.

15. NOTICES. Any notices provided for in your Award or the Plan shall be given in writing and shall be deemed effectively given upon receipt or, in the case of notices delivered by mail by the Company to you, five

(5) days after deposit in the United States mail, postage prepaid, addressed to you at the last address you provided to the Company.

16. HEADINGS. The headings of the Sections in this Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Agreement or to affect the meaning of this Agreement.

17. SEVERABILITY. If all or any part of this Agreement or the Plan is declared by any court or governmental authority to be unlawful or invalid, such unlawfulness or invalidity shall not invalidate any portion of this Agreement or the Plan not declared to be unlawful or invalid. Any Section of this Agreement (or part of such a Section) so declared to be unlawful or invalid shall, if possible, be construed in a manner which will give effect to the terms of such Section or part of a Section to the fullest extent possible while remaining lawful and valid.

18. GOVERNING PLAN DOCUMENT. Your Award is subject to all the provisions of the Plan, the provisions of which are hereby made a part of your Award, and is further subject to all interpretations, amendments, rules and regulations, which may from time to time be promulgated and adopted pursuant to the Plan. In the event of any conflict between the provisions of your Award and those of the Plan, the provisions of the Plan shall control.

Exhibit 10.24

MASTER SERVICES AGREEMENT*

BY AND BETWEEN

LEVI STRAUSS & CO.

AND

WIPRO LIMITED

NOVEMBER 7, 2014

* Certain information in this exhibit has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions marked with [****]*.

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MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (this “**Agreement**”), dated as of the Effective Date, is by and between Levi Strauss & Co., a Delaware corporation (“**LS&Co.**”), and Wipro Limited, a company formed under the laws of the Republic of India (“**Supplier**”).

Recitals

WHEREAS, Supplier desires to provide to LS&Co., and LS&Co. desires to obtain from Supplier, the technology, operations, capabilities and related services described in this Agreement on the terms and conditions set forth in this Agreement;

WHEREAS, LS&Co. and Supplier have engaged in extensive discussions and negotiations that have culminated in the formation of the relationship described in this Agreement.

NOW, THEREFORE, for and in consideration of the agreements set forth below, LS&Co. and Supplier agree as follows:

1. DEFINITIONS AND INTERPRETATION.

1.1 Definitions. The terms used in this Agreement with initial capital letters that are not defined herein have the meanings set forth in Exhibit 1. Other terms used in this Agreement are defined where they are used and have the meanings there indicated.

1.2 Interpretation. The Exhibits, as amended from time to time, attached to this Agreement are hereby incorporated into and deemed part of this Agreement. All references to “Agreement” herein include the Exhibits to this Agreement. All references to “Exhibits” herein include the attachments and appendices to such Exhibits. Any reference to an “Article,” “Section,” “Exhibit,” and “Attachments” shall be to such Article, Section, Exhibit or Attachment of this Agreement, unless otherwise expressly provided. The headings preceding the text of Articles and Sections and the headings to Exhibits and Attachments, the table of contents, and other portions of this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement. All words used in this Agreement will be construed to be of such gender or number as the circumstances require. The use of the terms “including,” “include” or “includes” shall in all cases mean “including without limitation,” “include without limitation” or “includes without limitation,” respectively. The words “shall” and “will” are used interchangeably and have the same meaning. Except as specifically set forth in this Agreement: (a) consents and approvals to be given by a Party under this Agreement shall not be unreasonably withheld or delayed; (b) each Party shall make only reasonable requests under this Agreement; and (c) all notices, requests, consents, approvals, agreements, authorizations, acknowledgements, waivers, elections and other communications required or permitted under this Agreement must be made in writing in order to be binding. The Parties acknowledge and agree that they have negotiated the terms and conditions of this Agreement and that any provision contained herein with respect to which an issue of interpretation or construction arises shall not be construed to the detriment of the drafter on the basis that such Party or its professional advisor was the drafter, but shall be construed according to the intent of the Parties as evidenced by the entire Agreement.

1.3 Order of Precedence. Except as otherwise expressly set forth in the body of this Agreement or in an Exhibit, in the event of a conflict, ambiguity or inconsistency between the provisions in the body of this Agreement, any Exhibit, any attachment or any document incorporated by reference, then such conflict, ambiguity or inconsistency shall be resolved by giving precedence to the document higher in the following order of priority (a) first, the provisions in the body of this Agreement; (b) second, the provisions in the Exhibit; (c) third, the provisions in any attachment or appendices to the Exhibit; and (d) fourth, any other documents incorporated by reference.

2. TERM.

2.1 Initial Agreement Term. The initial term of this Agreement shall commence on the Effective Date and continue until 23:59 (Pacific Time) on either the Initial Agreement Expiration Date, the last day of the final Extension Period, or such earlier date upon which this Agreement is terminated in accordance with its terms (the “**Initial Agreement Term**”).

2.2 Renewal and Extension. At least 12 months prior to the Initial Agreement Expiration Date, Supplier shall provide to LS&Co. the terms, conditions and pricing that Supplier proposes would apply to any renewal term of this Agreement. If LS&Co. desires to renew this Agreement, but the Parties are unable to agree on the terms, conditions and pricing for a renewal term 120 days before the Initial Agreement Expiration Date, LS&Co. may elect to extend the Initial Agreement Term for a period of up to 12 months, to be determined in LS&Co.’s sole discretion, from the Initial Agreement Expiration Date, on the terms and conditions in effect as of the Initial Agreement Expiration Date and the pricing set forth in Exhibit 4. If the Parties are unable to reach agreement on the terms, conditions and pricing applicable to the renewal of this Agreement 60 days before the end of the initial Extension Period, LS&Co. may: (a) allow this Agreement to expire at the end of such Extension Period; or (b) extend the Initial Agreement Term for up to 2 additional periods of up to 12 months each; provided that LS&Co. notifies Supplier of LS&Co.’s election to extend the Initial Agreement Term 60 days before the end of the then-current Extension Period and such further extension shall be on the terms and conditions in effect as of the end of the then-current Extension Period and the pricing set forth in Exhibit 4.

3. SERVICES.

3.1 Scope of Services. The term “**Services**” means: (a) the services, functions, and responsibilities described in the Statements of Work and this Agreement, as amended from time to time during the Term; (b) the services, functions and responsibilities reasonably related to or associated with the services, functions and responsibilities described in sub-clauses (a) and (c) that were routinely performed in the 12 month-period prior to the Effective Date by the Affected Employees and the Affected Contractors, which services, functions or responsibilities were displaced or transitioned as a result of this Agreement, even if such service, function or responsibility is not specifically described in this Agreement, provided that, any service, function or responsibility expressly identified in this Agreement as a retained responsibility of LS&Co. shall not be included as part of the Services; and (c) any services, functions or responsibilities required for the proper performance and delivery of the Services or that are inherent or necessary for the proper performance of the Services, whether or not expressly identified or described in

this Agreement, as each of these services, functions or responsibilities may evolve during the Term and as they may be supplemented, enhanced, modified or replaced (e.g., to keep pace with technological advancements and improvements in the methods of delivering these services, functions or responsibilities) pursuant to the terms of this Agreement and including any supplement, enhancement, modification or replacement that arises from the exercise of LS&Co.’s rights under this Agreement.

3.2 Commencement of Services. The obligations of the Parties under this Agreement shall commence on the Effective Date. Beginning on the date specified in an applicable Transition Plan, Supplier shall provide the Transition Services specified in such Transition Plan. Beginning on an applicable Commencement Date, Supplier shall provide the Services specified in the applicable Statement of Work or Statements of Work; except that, to the extent that any Services are to be provided to an Affiliate of LS&Co. within a member state of the European Economic Area, the provision of any such Services to that Affiliate shall first be subject to a determination by LS&Co. to obtain such Services for that Affiliate and with respect to such Services, Supplier shall not assume the responsibility for either the Transition or the provision of such Services to that Affiliate of LS&Co. until such time as LS&Co. notifies Supplier of LS&Co.’s decision to transfer the responsibility for the provision of Services for that Affiliate of LS&Co. to Supplier following LS&Co.’s full and final compliance with all applicable local Laws (including rules and regulations with regard to employees’ and employee representatives’ rights related to information and consultation).

3.3 Increase or Decrease in Services. Supplier shall increase or decrease the amount of the Services provided hereunder according to LS&Co.’s demand for the Services. Increases in the volume of Services shall not be considered New Services.

3.4 Non-Exclusivity. This Agreement is non-exclusive and without any minimum commitment by LS&Co. as to volume, scope or value. Nothing herein shall be construed as a requirements contract, or be interpreted to prevent LS&Co. from obtaining from third parties, or providing to itself, any of the Services described in this Agreement (whether Services, New Services, or otherwise) or services similar thereto.

3.5 Affiliates and Service Recipients. Supplier shall provide the Services in accordance with this Agreement to LS&Co. and, as directed by LS&Co., to LS&Co.’s Affiliates and Service Recipients. With respect to Supplier’s obligations and license grants contained in this Agreement, the term “**LS&Co.**” shall include LS&Co., its Affiliates and Service Recipients. LS&Co. shall add Service Recipients or LS&Co. Affiliates at its sole discretion, but LS&Co. shall not be obligated to obtain the Services from Supplier in respect of any of the Service Recipients or LS&Co. Affiliates.

3.6 Resources. Except as expressly provided otherwise in this Agreement, Supplier shall provide all facilities, assets, and resources (including personnel, Equipment, services and Software) necessary to provide the Services and otherwise meet its obligations under this Agreement, including those facilities, assets, and resources (including personnel, Equipment, services and Software) listed as the responsibility of Supplier elsewhere in this Agreement.

3.7 Standards and Policies. Without limiting Supplier's other obligations under this Agreement, in performing the Services Supplier shall comply with: (a) the policies and procedures contained in the Operations Manual; (b) all LS&Co. Policies; and (c) LS&Co.'s Business Partner Terms of Engagement, as such policies and procedures are made available to Supplier by LS&Co. from time to time.

3.8 Supplier Consents. Supplier shall, at its own cost and expense, obtain, maintain and comply with all Supplier Consents. If Supplier is unable to acquire a Supplier Consent despite using its best efforts to do so, Supplier shall implement, at its cost and expense, and subject to LS&Co.'s prior approval, alternative methods as necessary to provide the Services in accordance with this Agreement without such Supplier Consent.

3.9 LS&Co. Consents. LS&Co. shall, at its own cost and expense, obtain and maintain all LS&Co. Consents. Supplier shall, at LS&Co.'s request: (a) provide such assistance as is reasonably requested by LS&Co. with respect to the LS&Co. Consents; and (b) comply with any terms and conditions of the LS&Co. Consents. If LS&Co. is unable to acquire an LS&Co. Consent despite using its best efforts to do so, Supplier shall, upon LS&Co.'s request, implement alternative methods as necessary to provide the Services in accordance with this Agreement without such LS&Co. Consent; except that, to the extent that such alternative methods would require that Supplier incur material additional costs or increase in a material manner the Supplier Staff beyond, in each case, that which is ordinarily used or incurred by Supplier to provide the Services, then Supplier may, in accordance with the Contract Change Process, request that LS&Co. pay the incremental costs related to such material increase.

4. COMPLIANCE.

4.1 Governmental Approvals. LS&Co. shall, at its cost and expense, obtain and maintain the LS&Co. Governmental Approvals. Supplier shall, at its cost and expense, obtain and maintain the Supplier Governmental Approvals. Upon request by either Party, the other Party shall provide to the requesting Party reasonable cooperation and assistance in obtaining Governmental Approvals hereunder.

4.2 Compliance with Laws. Supplier shall comply with all Laws applicable to Supplier in the performance of this Agreement, including anti-bribery (such as the U.S. Foreign Corrupt Practices Act and the UK Bribery Act), employment, worker health and safety, environmental protection, product liability, packaging liability, data protection, and privacy and consumer protection laws, shall perform the Services in compliance with Laws (including the administration of the LS&Co. Policies) and as necessary to keep LS&Co. in compliance with all Laws and shall obtain all applicable permits and licenses required of Supplier in connection with its obligations hereunder.

4.3 Changes in Law.

(a) **Notification of Changes in Laws.** LS&Co. shall monitor and promptly identify and notify Supplier of all LS&Co. Change in Law. Supplier shall monitor and promptly identify and notify LS&Co. of all Supplier Change in Law. Supplier and LS&Co. shall work together to identify the effect of changes in Laws on the provision or receipt of the Services. The

Parties acknowledge that a change in Law may be a Supplier Change in Law and a LS&Co. Change in Law and, in such case, each Party's obligations under this Agreement with respect to such Law shall continue to apply, except that the costs necessary to implement changes to the Services necessary to comply with changes in such Law shall be allocated equitably between the Parties.

(b) **LS&Co. Change in Law.** With respect to an LS&Co. Change in Law, the Parties shall discuss modifications to the Services, if any, necessary to comply with such changes. Supplier shall promptly thereafter propose any adjustment to the applicable Charges associated with such modifications; provided that any such adjustment shall be based solely upon Supplier's incremental costs associated with the implementation of such modifications; provided that, if Supplier is providing to other customers services that are subject to the same LS&Co. Change in Law, Supplier shall develop and present to LS&Co. a plan to allocate such costs such that LS&Co. and each such customer pays only its equitable share of such costs. Upon LS&Co.'s consent, Supplier shall implement such modifications to the Services in a timely manner.

(c) **Supplier Change in Law.** With respect to a Supplier Change in Law, Supplier shall implement in a timely manner, at its own cost and expense, any changes in the Services required to comply with such Supplier Change in Law; provided, that if such changes have a material effect on the provision or receipt of the Services, Supplier shall obtain LS&Co.'s consent before implementing such changes.

(d) **Reduction in Services.** Notwithstanding any LS&Co. consent obtained under Sections 4.3(b) or 4.3(d), if any change in Law, change in the Services required to conform to any change in Law, or failure of Supplier to obtain any Supplier Governmental Approval, results in a reduction in the Services or in the level or quality of the Services, or in a substantial increase in the Charges, then LS&Co. may elect either: (i) to negotiate and implement an equitable reduction to the applicable Charges (in the case of a reduction of the Services or in the level or quality of the Services); or (ii) to terminate the affected portion of the Services as of the date specified by LS&Co. in its notice of termination and (y) in the case of a Supplier Change in Law without payment of any Termination Charges; and (z) in the case of an LS&Co. Change in Law, with payment of the applicable Stranded Costs.

4.4 Cooperation with Regulators. As directed by LS&Co., Supplier shall work with those Governmental Authorities that regulate LS&Co. in an open and co-operative way, including: (a) meeting with such Governmental Authorities; (b) coordinating with LS&Co. to provide to representatives or appointees of such Governmental Authorities any applicable materials, records and information relating to the Services or allowing any such representatives or appointees access to such materials, records and information relating to the Services and providing such facilities as such representatives or appointees may reasonably require; and (c) permitting representatives or appointees of such Governmental Authorities to have access on demand to any of its premises to the extent relating to the Services.

4.5 Business Conduct and Anti-Bribery. Supplier shall comply, and shall ensure that Supplier Agents comply, with all applicable U.S. and international anti-corruption Laws, including the U.S. Foreign Corrupt Practices Act and the UK Bribery Act). Supplier shall

conduct its activities under this Agreement in accordance with the highest standards of business ethics and in compliance with LS&Co.’s Anti-Bribery and Anti-Corruption Policy (“**ABAC Policy**”), and Supplier shall not make any payments that could cause LS&Co. to violate the ABAC Policy. Supplier shall ensure that its senior management and other relevant employees participate in any training sessions provided by LS&Co. on the ABAC Policy. Supplier and Supplier Agents have not and shall not, directly or indirectly, make, authorize, offer, or promise to make, authorize or offer, any payments or gifts or things of value, to: (a) any official or employee of any Governmental Authority; (b) any candidate for public office; or (c) any political party or any officer or employee thereof (the individuals mentioned in clauses (a), (b) and (c) hereinafter collectively called “**Government Officials**”), or to any other party in violation of anti-bribery laws or the ABAC Policy. Supplier shall provide prompt notice to LS&Co. if Supplier or any Supplier Agent is or becomes an official or employee of any Governmental Authority during the Term. If LS&Co. has reason to believe that a breach of this Section 4.5 has occurred or may occur, LS&Co. may withhold payments due under this Agreement until such time as it has received confirmation to its satisfaction that no breach of this Section 4.5 has occurred or will occur. Supplier covenants and agrees that it has not been convicted of or pleaded guilty to a criminal offence, including one involving fraud, corruption, or moral turpitude, that it is not now, to the best of its knowledge, the subject of any government investigation for such offences, and that it is not now listed by any Governmental Authority as debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for government programs. Supplier shall provide to LS&Co. an annual certification stating that it did not make payments that would cause LS&CO. to violate the ABAC Policy (“**Annual Certification**”). The Annual Certification must be in the form required by LS&Co and returned to LS&Co. by February 1 following the end of the preceding calendar year. During the Term and for a period of 24 months following the End Date, LS&Co. shall have the right to conduct an audit of Supplier’s books and records that reasonably relate to compliance with this Section 4.5. Such audit shall include the right to interview Supplier Agents with respect to such records. Supplier shall fully cooperate in any investigation, including making Supplier Agents available for interviews.

4.6 Performance Under Third Party Contracts. Supplier shall promptly notify LS&Co. of any breach of, or misuse or fraud in connection with any Third Party Contracts of which Supplier becomes aware and shall cooperate with LS&Co. to prevent or stay any such breach, misuse or fraud. Supplier shall pay all amounts due for any penalties or charges (including amounts due to a third party as a result of Supplier’s failure to promptly notify LS&Co. pursuant to the preceding sentence), and other expenses incurred by LS&Co. as a result of Supplier’s non-performance of its obligations under this Agreement with respect to the Third Party Contracts.

5. TRANSITION; ACQUISITIONS AND DIVESTITURES; COOPERATION.

5.1 Transition Services. Supplier shall perform all services, functions, and responsibilities necessary to accomplish the transition of LS&Co.’s technology, operations and capabilities to Supplier (the “**Transition Services**”). Supplier shall perform the Transition Services in accordance with the Transition Plan and without causing material disruptions to LS&Co.’s business operations. Supplier shall be excused from a failure to perform the Transition Services to the extent, and during the time, that Supplier is directly precluded from

performing those Transition Services as a result of LS&Co.’s or an LS&Co. Agent’s failure to perform LS&Co.’s or an LS&Co.’s Agents specified and written obligations set forth in the Transition Plan (each a “**LS&CO. Transition Responsibility**”) and provided that Supplier: (a) promptly provides LS&Co. with advance notice identifying in detail the LS&Co. Transition Responsibility in question, the nature of LS&Co.’s or the LS&Co. Agent’s failure to perform such LS&Co. Transition Responsibility and the relevant Transition Service that is at risk; (b) continues without interruption to use commercially reasonable efforts to perform its obligation notwithstanding LS&Co.’s or the LS&Co. Agent’s non-performance of the LS&Co. Transition Responsibility; and (c) re-commences performance of the affected Transition Service in accordance with the Transition Plan, immediately upon LS&Co. curing its non-performance.

5.2 Transition Managers. Supplier shall designate an individual who shall be responsible for managing and implementing the Transition Services (the “**Supplier Transition Director**”), as well as individuals for each of the agreed upon LS&Co.’s facilities and functions affected by the transition (“**Individual Transition Managers**”) who shall be responsible for managing and implementing the Transition Services specific to such facilities and functions. Unless otherwise expressly specified in the Transition Plan, there shall be no charges for the Transition Services other than the Transition Charges. Until the completion of the applicable Transition Services, the Supplier Transition Director and each Individual Transition Manager shall review with the LS&Co. Governance Executive the status of the Transition Services as requested by the LS&Co. Governance Executive.

5.3 Transition Milestones. The Transition Plan includes a list of milestones relating to Supplier’s obligations under the Transition Plan. If Supplier fails to achieve any milestone by the completion date specified for such milestone in the Transition Plan, LS&Co. shall not be responsible for any portion of the Transition Charge associated with the Transition Milestone unless and until Supplier’s completion of the milestone is approved by LS&Co. If Supplier fails to achieve any Critical Transition Milestone by the completion date specified for such milestone in the Transition Plan, and such failure is caused by Supplier, LS&Co. may elect to terminate this Agreement as of the date specified by LS&Co. in its notice of termination without payment of any Termination Charge. In addition to any Transition Credit payable by Supplier in accordance with this Agreement, if Supplier fails to meet the date specified for any Transition Milestone, Supplier shall not be entitled to any further compensation beyond the applicable Transition Charges for the additional work associated with achieving such Transition Milestone after such date.

5.4 Employee Transfers. The provisions applicable to employee transfers, if any, are set forth in Attachment 8.3.

5.5 New Entities and Divestitures.

(a) **New Entities.** With respect to LS&Co.’s acquisition of other entities, or LS&Co.’s inclusion of additional Affiliates or Service Recipients (each a “**New Entity**” and, collectively, “**New Entities**”), Supplier shall provide, at LS&Co.’s request and at no additional cost (except with respect to any one-time transition charges agreed to in advance by the Parties): (i) support services as necessary to assist LS&Co. with its assessment of the New Entity and the impact of a New Entity’s technology, operations

and capabilities on the technology, operations and capabilities of LS&Co.; except that to the extent that such support services would require that Supplier incur material additional costs or increase, in a material manner, the Supplier Staff beyond, in each case, that which is ordinarily used or incurred by Supplier to provide the Services, then Supplier may, in accordance with the Contract Change Process, request that LS&Co. pay the incremental costs related to such material increase; and (ii) the Services, whether all or a portion specified by LS&Co., to the New Entities in accordance with, and under the then-current terms, conditions and pricing of, this Agreement, including performing those Services specified in the Statements of Work. Supplier shall, at the request of LS&Co. (and at the one-time charges agreed to in advance by the Parties) perform assessments of a New Entity's technology, operations and capabilities, and complete any plans and designs necessary to accomplish the transition of the New Entities technology, operations and capabilities to the Services and provide support services as necessary to integrate and incorporate a New Entity's technology, operations and capabilities into the technology, operations and capabilities of LS&Co.

(b) **Divestitures.** If LS&Co. divests itself of a business unit or entity, or removes Affiliates or Service Recipients from the scope of this Agreement (collectively, “**Divested Entities**”), Supplier shall continue to provide, at LS&Co.’s request (where possible such request to be provided to Supplier at least 30 days in advance) and at no additional cost, the Services in accordance with this Agreement to the Divested Entity for up to 24 months from the effective date of such divestiture or removal, as the case may be, under the then-current terms, conditions and pricing of this Agreement. In addition, Supplier shall provide at LS&Co.’s request and at no additional cost (except with respect to any one-time transition charges agreed to in advance by the Parties) support services to LS&Co., the Divested Entity, and, as applicable, the acquiring entity as may be necessary to transfer the Divested Entities’ technology, operations and capabilities to a third party or enable such entity to provide the technology, operations and capabilities to itself, including those services specified in the Statements of Work.

5.6 Cooperation with Third Parties. LS&Co. may from time to time hire subcontractors, consultants, or other third parties (“**LS&Co. Third Party Contractors**”) to perform services or provide products to LS&Co. Supplier shall cooperate with and work in good faith with any LS&Co. Third Party Contractors as requested by LS&Co., as necessary for Supplier to perform the Services or for LS&Co. Third Party Contractors to perform services or provide products to LS&Co. Without limiting the foregoing, Supplier shall provide the following: (a) in writing, to the extent available, applicable requirements, standards and policies applicable to the Services so that the goods and services provided by the LS&Co. Third Party Contractor may work in conjunction with or be integrated with the Services; (b) in writing, the System requirements applicable to any required interfaces for the LS&Co. Third Party Contractor’s work product; (c) in writing, the applicable requirements of any necessary modifications to the Systems required in connection with the LS&Co. Third Party Contractor’s work product; (d) Supplier’s quality assurance, and its development and performance acceptance testing, for the LS&Co. Third Party Contractor’s work product; (e) assistance and support services to LS&Co., the LS&Co. Third Party Contractor or any other third party, including Supplier’s participation as required to permit Supplier, LS&Co., LS&Co. Third Party Contractors or any other third party to acquire the knowledge necessary to efficiently integrate, operate and maintain the LS&Co. Third Party Contractor’s work product as part of the Systems; (f) access to the Systems and facilities used to provide the Services, to the extent that such access

is required for the services provided by the LS&Co. Third Party Contractor; (g) collaborating with LS&Co. and LS&Co. Third Party Contractors in addressing service-related issues that may cross over from one service area or provider to another and related to the Services, including as necessary to co-ordinate the performance by each LS&Co. Third Party Contractor of its obligations with the performance of the obligations of Supplier; and (h) such other assistance and cooperation as is reasonably required by LS&Co.

6. NEW SERVICES.

6.1 New Services. LS&Co. may from time to time during the Term and the Termination Assistance Period request that Supplier perform a New Service. Within 10 days after receipt of such a request from LS&Co. (or such other time as LS&Co. and Supplier may agree depending on the nature and scope of the New Service), Supplier shall provide LS&Co. with a written proposal for such New Service which shall be in the form set forth in Exhibit 15 (a “**New Service Proposal**”). Supplier shall not begin performing any New Service until LS&Co. and Supplier have agreed upon the terms for such New Service and the LS&Co. Governance Executive has provided Supplier with written authorization by executing the New Service Proposal to perform the New Service. Any New Service performed by Supplier without such advance agreement to terms and written authorization shall be deemed part of the Services without incremental charge then or in the future. Each New Service Proposal shall include at a minimum: (a) a detailed description of the services, functions and responsibilities Supplier anticipates performing in connection with such New Service, including any services, functions and responsibilities required to transition to the New Service, any transformed or future state Services; (b) a schedule for commencing and completing such New Service; (c) Supplier’s fees for such New Service, including a detailed breakdown of such fees; (d) when appropriate, a description of any new Software or Equipment to be provided by Supplier in connection with such New Service; (e) when appropriate, the Software and Equipment and run-time requirements necessary to develop and operate any new Software; (f) a description of the human resources necessary to provide the New Service, the facilities required to provide the New Services and the location of such facilities; (g) a description of proposed service levels and associated measurement and monitoring tools for the New Service; (h) when appropriate, a list of any existing Software or Equipment included in or to be used in connection with such New Service; (i) when appropriate, acceptance test criteria and procedures for any new Software or any products, packages or services; (j) the detailed technical, functional, physical, design, environmental, operational, performance or other relevant specifications and requirements that the Services, Software, Equipment, Systems or facilities must meet (including any specifications, representations, warranties or covenants applicable to the foregoing); and (k) such other information requested by LS&Co.

6.2 Charges for New Services. Supplier’s charges and fees specified in any New Service Proposal shall be, to the extent possible, determined in a manner consistent with the applicable pricing formulas and methodologies utilized in establishing the Charges. The charges and fees for any such New Service shall take into account resources and expenses of Supplier for then-existing Services that would no longer be required if the New Service were performed by Supplier.

6.3 Terms for New Services. Any New Services authorized by LS&Co. in accordance with this Article 6 shall become part of the Services and shall be subject to the terms and conditions of this Agreement unless and only to the extent the Parties agree otherwise.

7. LS&CO. RESOURCES AND FACILITIES.

7.1 Systems. If LS&Co. grants Supplier access to any LS&Co. Systems, such access shall be solely for purposes of performing the Services, and Supplier's access shall be limited to those specific Systems identified in this Agreement and the time periods and personnel designated by Supplier and agreed to by LS&Co. and Supplier. Supplier's access shall be subject to the LS&Co. Policies. Any other use by Supplier of any other LS&Co. assets or property or Systems is prohibited.

7.2 LS&Co. Equipment. With respect to Equipment that is owned or leased by LS&Co. (collectively, “**LS&Co. Equipment**”), LS&Co. grants to Supplier during the Term the right to access and use the LS&Co. Equipment solely to the extent necessary to perform the Services. Supplier acknowledges that it has no legal or equitable claim to the LS&Co. Equipment and agrees not to contest ownership of such Equipment. Throughout the Term, and thereafter for the purposes of Termination Assistance Services, Supplier shall keep any LS&Co. Equipment that is removed from LS&Co. premises or is stored along with Supplier Equipment separate from the property of Supplier and of third parties, and shall properly identify such Equipment as LS&Co.’s property. Supplier shall not purport to pledge, or in any way charge by way of security, permit any lien to be placed on, or otherwise encumber or permit the encumbrance in any way of, any of the LS&Co. Equipment which shall at all times remain LS&Co.’s or the applicable third party lessor’s property and shall irrevocably waive any rights which may arise under Law to take a lien over the LS&Co. Equipment for any sums due to Supplier pursuant to this Agreement.

7.3 LS&Co. Facilities; Permitted Areas. Beginning on the Effective Date and continuing only as long as Supplier requires the same for the performance of the Services, LS&Co. shall provide to Supplier, at no charge to Supplier and subject to this Article 7, the use of space designated by LS&Co. in certain LS&Co. Service Locations (“**Permitted Areas**”) for Supplier’s use in performing the Services, together with reasonable office furnishings, janitorial services, fixed-line telephones (excluding applicable call charges to the extent that these are separately charged), parking, and utilities, in each case to the same extent that LS&Co. otherwise provides such supplies and services to subcontractors performing similar services for LS&Co. at such LS&Co. Service Locations. LS&Co. shall not provide personal productivity tools to Supplier, including computers, local printers, mobile-type devices, tablets, smartphones, cell phones or similar items. Supplier shall use the Permitted Areas for the sole and exclusive purpose of providing the Services. Use of Permitted Areas by Supplier does not constitute a leasehold interest in favor of Supplier or any Supplier Agents. Supplier and Supplier Agents shall comply with the requirements related to Permitted Areas contained in this Agreement and such other requirements made available to Supplier by LS&Co. from time to time. Supplier and Supplier Agents shall use the Permitted Areas in an efficient manner and to the extent that Supplier or Supplier Agents operate in such areas in a manner that unnecessarily increases facility costs incurred by LS&Co., LS&Co. reserves the right to set-off such increased costs against the Charges. Supplier and Supplier Agents shall keep the Permitted Areas in good order,

not commit or permit waste or damage to such facilities, not use such facilities for any unlawful purpose or act. Supplier and Supplier Agents shall not make any improvements or changes involving structural, mechanical or electrical alterations to the LS&Co. Service Locations without LS&Co.’s written approval and any such improvements or changes shall become the property of LS&Co. or its lessors. Supplier and Supplier Agents shall permit LS&Co. and LS&Co. Agents to enter the Permitted Areas at any time to perform facilities-related services, conduct audits in accordance with Article 18, and as otherwise requested by LS&Co. When the Permitted Areas are no longer required for performance of the Services, Supplier shall return such areas to LS&Co. in substantially the same condition as when Supplier began using such locations, subject to ordinary wear and tear. While at any LS&Co. Service Location, Supplier and Supplier Agents shall: (a) comply with all of the LS&Co. Policies and all of LS&Co.’s standard and site-specific policies and procedures in effect from time to time at the LS&Co. Service Locations, including procedures for the physical security of the LS&Co. Service Locations; (b) comply with the requests, rules and regulations of LS&Co. regarding safety and health, personal and professional conduct (including adhering to the general LS&Co. safety practices or procedures) generally applicable to such LS&Co. Service Locations; and (c) otherwise conduct themselves in a businesslike manner.

8. SERVICE LEVELS AND REPORTS.

8.1 **Service Levels.** Supplier shall be responsible for and shall perform the Services in accordance with the Service Levels described in Exhibit 3 and otherwise in accordance with this Agreement. Supplier shall perform all Services that do not have defined Service Levels in a manner and at levels that equal or exceed the level of service being provided internally by LS&Co. or through a third party prior to the Effective Date, including with respect to accuracy, quality, completeness, timeliness, and responsiveness.

8.2 **Knowledge Sharing.** At least once in every 90-day period, and upon LS&Co.’s request, Supplier shall meet with representatives of LS&Co. in order to: (a) explain how the Systems work and are operated; (b) explain how the Services are provided; and (c) provide such training and documentation that LS&Co. may require for LS&Co. to understand and operate the Systems and provide the Services (i) after the expiration or termination of this Agreement; or (ii) as required upon exercise of the step-in rights pursuant to Section 14.5.

8.3 **Service Reports.** Supplier shall provide to LS&Co., in a form and format acceptable to LS&Co., the reports set forth in Exhibit 6, any other reports identified in this Agreement, and any other reports LS&Co. requests from time to time. The delivery schedule of the reports shall be as specified in Exhibit 6, and where no such schedule is specified, as required by LS&Co.

9. SERVICE LOCATIONS.

9.1 **Service Locations.** The Services shall be provided to LS&Co. solely from: (a) the LS&Co. Service Locations; (b) Supplier Service Locations; and (c) any other location for which Supplier has received LS&Co.’s approval, to be given in LS&Co.’s sole discretion. Exhibit 7, which contains the list of Service Locations, will designate which Services may be provided from each Service Location. Supplier and Supplier Agents may not provide or market

services to a third party or to itself from a LS&Co. Service Location without LS&Co.’s consent, to be given in LS&Co.’s sole discretion. If either Party requests the approval of a new location for the provision of the Services, Supplier shall provide to LS&Co. a written relocation proposal that sets forth a description of the proposed new location, the process for completing the relocation and any other information reasonably requested by LS&Co. Any incremental costs incurred by LS&Co. as a result of a relocation to, or use of, any location other than the locations described with respect to designated Services in Exhibit 7 shall be paid by Supplier or reimbursed to LS&Co. by Supplier, except that LS&Co. shall reimburse the reasonable costs incurred by Supplier as a result of a relocation to, or use of, any location other than the locations described with respect to the designated Services in Exhibit 7 where such relocation or use of such other location is requested by LS&Co. for its convenience (and without regard to Supplier’s performance or solution or issues associated therewith); and provided that such costs have been agreed upon by LS&Co. prior to Supplier commencing the relocation to or use of such other location.

9.2 Safety and Security Procedures. Supplier shall maintain and enforce at all Supplier Service Locations safety and security procedures that are at least equal to the most stringent of the following: (a) industry standards for locations similar to the applicable Service Locations; (b) the procedures in effect at locations of other Supplier customers receiving services similar to the Services; (c) any higher standard required by Law.

10. GOVERNANCE.

10.1 LS&Co. Governance Executive. LS&Co. shall appoint an individual (the “**LS&Co. Governance Executive**”) who from the Effective Date of this Agreement shall serve as the primary LS&Co. representative under this Agreement. The LS&Co. Governance Executive shall: (a) have overall responsibility for managing and coordinating the performance of LS&Co.’s obligations under this Agreement; and (b) be authorized to act for and on behalf of LS&Co. with respect to all matters relating to this Agreement. Notwithstanding the foregoing, the LS&Co. Governance Executive may, upon notice to Supplier, delegate such of his or her responsibilities to other LS&Co. Agents, as the LS&Co. Governance Executive deems appropriate. LS&Co. may replace the LS&Co. Governance Executive upon notice to Supplier.

10.2 Supplier Governance Executive. Supplier shall appoint an individual (the “**Supplier Governance Executive**”) who from the date of this Agreement shall serve, on a full-time basis, as the primary Supplier representative under this Agreement. Supplier’s appointment of any Supplier Governance Executive shall be subject to LS&Co.’s prior approval. The Supplier Governance Executive shall: (a) have overall responsibility for managing and coordinating the performance of Supplier’s obligations under this Agreement; and (b) be authorized to act for and on behalf of Supplier with respect to all matters relating to this Agreement.

10.3 Governance Meetings. Supplier shall implement a governance structure and governance procedures as specified in Exhibit 5. Supplier shall attend governance meetings as specified in Exhibit 5. LS&Co. may replace or reassign its governance committee members upon notice to Supplier. Supplier shall not replace or reassign its governance committee members unless LS&Co. consents to such replacement or reassignment. Before assigning an

individual to a governance committee, Supplier shall notify LS&Co. of the proposed assignment, introduce the individual to appropriate LS&Co. personnel, provide LS&Co. with any information regarding the individual that may be reasonably requested by LS&Co., and obtain LS&Co.’s approval for such assignment.

10.4 Operations Manual. Supplier shall develop and provide the Operations Manual to LS&Co. for LS&Co.’s review and approval in accordance with the requirements and delivery schedule specified in this Agreement. Thereafter Supplier shall update the Operations Manual as necessary and shall provide such updated manual to LS&Co. for its review and approval. The Operations Manual shall be provided to LS&Co. in hard copy as well as being made available to LS&Co. in electronic format through a web interface. The Operations Manual shall be suitable for use by LS&Co. to understand the Services.

10.5 Changes; Change Management Process. No Change shall be implemented without LS&Co.’s approval, except as may be necessary on a temporary basis to maintain the continuity of the Services and with respect to all Changes, Supplier shall, other than those Changes made on a temporary basis to maintain the continuity of the Services, schedule Changes so as not to unreasonably interrupt LS&Co.’s business operations. With respect to any Change made on a temporary basis to maintain the continuity of the Services, Supplier shall document and provide to LS&Co. notification of the Change no later than the next business day after the Change is made. LS&Co. shall have no liability for any activities of Supplier, including the provision of Systems or Services, that are undertaken pursuant to a Change unless such Change has been approved by LS&Co. in accordance with the Change Management Process.

10.6 Contract Change Process. All Contract Changes shall be documented in a change order prepared by Supplier, at its cost and expense. Where LS&Co. requires a Contract Change, Supplier shall prepare such change order in response to LS&Co.’s request for that Contract Change. Each change order prepared by Supplier shall be identified by a unique number, contain a detailed description of the Contract Change and a detailed analysis of the impact of the proposed Contract Change, including an analysis of the impact on the Systems, Software and Equipment used to provide the Services, the scope and nature of the Services, and the level and quality of the Services. Each such change order shall specify the adjustments to the Charges, if any. Any Contract Change approved by LS&Co. shall be executed by LS&Co. and Supplier in accordance with the requirements in Section 29.9. No Contract Change shall be implemented without LS&Co.’s prior approval. LS&Co. shall have no liability for any activities of Supplier, including the provision of Systems or Services, that are undertaken pursuant to a Contract Change unless such Contract Change has been approved by LS&Co. in accordance with the Contract Change Process.

11. SUPPLIER DELIVERY ORGANIZATION.

11.1 Key Supplier Personnel. With respect to the Key Supplier Personnel, the Parties agree as follows:

(a) All Key Supplier Personnel shall be dedicated to the LS&Co. account on a full-time basis unless otherwise specified on Exhibit 13.

(b) Before assigning an individual to a Key Supplier Personnel position, whether as an initial assignment or as replacement, Supplier shall: (i) notify LS&Co. of the proposed assignment within a reasonable period of time prior to the proposed assignment; (ii) introduce the individual to appropriate representatives of LS&Co.; (iii) provide LS&Co. with a resume and any information regarding the individual that may be reasonably requested by LS&Co.; and provide LS&Co. with an opportunity to interview the individual; (iv) provide LS&Co. with a plan that details the education and handover process to be completed by Supplier; and (v) obtain LS&Co.’s written approval for such assignment.

(c) Supplier shall not replace or reassign: (i) the Supplier Governance Executive for 36 months from the date such individual begins his or her tenure in that position; (ii) the Supplier Transition Director until 30 days after the completion of all Transition Services; or (iii) any other Key Supplier Personnel for 24 months from the date such individual begins his or her tenure in that position (and, without limiting the foregoing 24 month-obligation, if any of the Key Supplier Personnel has duties in connection with a particular discrete Project, until the completion of such Project), unless, in each case, LS&Co. consents in its sole discretion to such replacement or reassignment, or such individual: (A) voluntarily resigns from Supplier; (B) is dismissed by Supplier for misconduct; (C) fails to perform his or her duties and responsibilities pursuant to this Agreement; or (D) is unable to work due to disability.

(d) If LS&Co. determines that any Key Supplier Personnel should not continue in his or her position, LS&Co. may in its sole discretion and upon notice to Supplier require the immediate removal of such Key Supplier Personnel from the Supplier Staff.

(e) Supplier shall maintain backup procedures and conduct replacement procedures for Key Supplier Personnel as necessary to assure an orderly succession for Key Supplier Personnel removed from the account for any reason. Upon LS&Co.’s request, Supplier shall make such procedures available to LS&Co.

(f) Supplier shall make the Key Supplier Personnel available for meetings with LS&Co. personnel in accordance with Exhibit 5 and otherwise upon LS&Co.’s request.

11.2 Supplier Staff; Training and Skills; Removal; Confidentiality. Supplier shall appoint to the Supplier Staff only individuals with suitable training and skills to perform the Services. Supplier shall provide upon LS&Co.’s request a list of all Supplier Staff and other Supplier Agents dedicated full-time to the Supplier Staff and their respective job titles. Supplier shall notify LS&Co. as soon as possible after dismissing or reassigning any member of the Supplier Staff whose work location is at a LS&Co. Service Location. LS&Co. may in its sole discretion from time to time to require Supplier to remove any member of the Supplier Staff from working on the LS&Co. account, with or without cause (provided that such requirement shall not be based on legally prohibited reasons), and Supplier shall complete such removal within 24 hours and replace such individual as soon as practicable at no cost to LS&Co. Each member of the Supplier Staff who performs work under this Agreement shall be informed of Supplier’s confidentiality obligations under this Agreement and shall agree in writing to and shall comply with such obligations. With respect to Supplier Staff assigned to the account at or in advance of the Commencement Date, at least 20% of those Supplier Staff shall have recent

prior experience with clients that are similar to LS&Co., or on accounts that are similar in nature, size and types of services to the LS&Co. account.

11.3 Background Checks. Supplier certifies that it has conducted a background check with respect to each member of the Supplier Staff prior to that Supplier Staff member working at a LS&Co. Service Location or accessing the Systems in accordance with the LS&Co. background screening requirements for non-employees made available by LS&Co. from time to time. At a minimum such background check shall include verification of name, work eligibility status, current address, educational background, work history, and court records for area of residence over the prior 5 years, including felony violations or other acts involving breach of trust or act of dishonesty. In addition, if requested by LS&Co. (and at the cost agreed to in advance by the Parties), Supplier shall conduct enhanced security screening and background checks of Supplier Staff, including additional background checks that LS&Co. requires in a particular jurisdiction. LS&Co. shall provide its requirements to Supplier for such enhanced security screening and background checks. Notwithstanding the foregoing, LS&Co. may conduct such enhanced security screening and background checks itself (and not through Supplier) to the extent required by applicable Law, and, upon request from LS&Co., Supplier shall support and assist LS&Co. in carrying out such enhanced security screening and background checks. LS&Co. reserves the right to refuse to allow any of the Supplier Staff admittance to LS&Co. Service Locations or to perform Services where such individual does not meet LS&Co.'s background and security requirements.

11.4 Blocked Person Certification. At LS&Co.'s request, Supplier shall certify that each Supplier Agent is not and has never been: (a) a Blocked Person; and (b) acting directly or indirectly for any Blocked Person. Supplier shall immediately notify LS&Co. if any Supplier Agent is or becomes a Blocked Person and Supplier shall cease using such Supplier Agent to provide the Services.

11.5 Conduct of Supplier Personnel. If LS&Co. notifies Supplier that a particular member of the Supplier Staff is not conducting himself or herself in accordance with Section 7.3, Supplier shall promptly investigate the matter and take appropriate action which may include: (a) removing the applicable person from the Supplier Staff and providing LS&Co. with prompt notice of such removal and replacing the applicable person with a similarly qualified individual; or (b) taking other appropriate disciplinary action to prevent a recurrence. In the event of multiple violations of Section 7.3 by a particular member of the Supplier Staff, Supplier shall promptly remove the individual from the Supplier Staff. LS&Co. reserves the right to remove any Supplier Staff from any LS&Co. Service Location and restrict access to any System in its sole discretion.

11.6 Assignment to Competitors. Supplier shall not assign any Key Supplier Personnel to the account of any LS&Co. Competitor without LS&Co.'s prior consent (which consent will not be unreasonably held by LS&Co., except that such consent may be subject to such conditions as LS&Co. deems necessary to protect the interests of LS&Co.): (a) while such Key Supplier Personnel is assigned to the LS&Co. account; and (b) for a period of 12 months following the date that such Key Supplier Personnel ceases providing Services.

11.7 Subcontractors. Supplier shall directly render all Services exclusively through its employees and Supplier Agents under its control who are authorized in accordance with this Agreement. Except with respect to those Supplier Agents set forth on Exhibit 14, prior to subcontracting any of the Services, Supplier shall notify LS&Co. of the proposed subcontractor and shall obtain LS&Co.'s approval of such subcontractor, which approval may be given in LS&Co.'s sole discretion. Prior to making any material modification to any subcontract relating to the Services including material changes to the volume or type of services provided under such subcontract, Supplier shall notify LS&Co. of the proposed modification and shall obtain LS&Co.'s approval thereof. Subcontracting the provision of any portion of the Services in accordance with this Agreement shall not relieve Supplier of any of its obligations under this Agreement. Supplier shall be responsible for the work and activities of each of the Supplier Agents, including such agent's compliance with the terms of this Agreement. Supplier shall be responsible for all payments to Supplier Agent in connection with the provision of Services. For Non-Critical Services (defined below) for which Supplier wishes to engage a Supplier Agent, Supplier may comply with this Section 11.7 with respect to such Supplier Agent by providing LS&Co. with notice as soon as practicable after engaging such Supplier Agent, provided that all other provisions of this Section 11.7 shall apply to such Supplier Agent. “**Non-Critical Services**” means services performed by a Supplier Agent that do not require interaction between Service Recipients and such Supplier Agent (including its personnel), that are administrative in nature and that do not entail access on the part of such Supplier Agent to any LS&Co. Data or Systems. LS&Co. may request, by notice, that Supplier replace any Supplier Agent for the reasons stated in such notice. After receipt of such notice, Supplier shall have 5 days in which to investigate the matters stated and discuss its findings with LS&Co. In the event that, following that 5 day-period, LS&Co. still requests replacement of the Supplier Agent, Supplier shall cease using such Supplier Agent to provide the Services. In the event that, in its discretion, LS&Co. believes that any Supplier Agent (or individual retained by such Supplier Agent) is a threat to the health, safety or security of any of LS&Co.'s, an Affiliate's or a third party's personnel, data or property, or threatens to be, or is in breach of the terms of this Agreement or any LS&Co. Policy, then Supplier shall remove that Supplier Agent from the provision of the Services immediately and, without limiting the foregoing, LS&Co. shall have the right to restrict such Supplier Agent's access to any LS&Co. Service Location or System in its sole discretion.

11.8 Non-Solicitation. During the Term and Termination Assistance Period and for 1 year thereafter, neither Party nor their respective agents shall solicit the employment of any employee of the other Party without the prior written consent of such Party. It shall not be a violation of this Section 11.8 for: (a) a Party to advertise for personnel in generally available media, including through newspaper advertising, the internet, job fairs, recruiters and similar methods, and to hire the other Parties personnel that contact that Party as a consequence of such advertising; or (b) a Party to solicit or employ any person who approaches that Party solely on his or her own initiative with no direct or indirect solicitation or encouragement on the part of that Party.

11.9 Co-Employment. Supplier agrees and acknowledges, for itself and for the Supplier Staff, that the members of the Supplier Staff shall not be entitled to any benefits provided to employees of LS&Co. or its Affiliates, whether consisting of participation in an employee retirement, pension, supplemental compensation, defined contribution or similar plan; workers' compensation; disability or other similar benefits; unemployment or other similar

insurance or otherwise. Supplier agrees and acknowledges, for itself and for the Supplier Staff, that Supplier shall at all times remain the employer of all of its employees (and remain liable for all Supplier Staff) performing the Services and Supplier shall perform all of the responsibilities of an employer under applicable Laws. Supplier acknowledges and agrees that LS&Co. shall have no responsibility for verifying the work authorization status of any of the members of Supplier Staff. For clarity, and without limiting LS&Co.'s rights under this Article 11 to require the removal of individuals from the Supplier Staff, LS&Co. will not have the right under this Article 11 to require Supplier, or any Supplier Agent, to terminate any individual's employment relationship with Supplier or any Supplier Agent.

12. PROPRIETARY RIGHTS.

12.1 Ownership of Background Technology and Derivative Works. Each Party shall have and retain exclusive ownership of its Background Technology, including any Intellectual Property Rights therein. LS&Co. shall have and retain exclusive ownership of all LS&Co. Derivative Works, LS&Co. Software, Commissioned Materials, and Work Product, in each case including any Intellectual Property Rights therein. Supplier shall have and retain exclusive ownership of all of Supplier Software and Supplier Derivative Works, including any Intellectual Property Rights therein. All rights not expressly granted in this Article 12 with respect to the software, works and materials described in this Section 12.1 are reserved to the owner thereof.

12.2 LS&Co. Software. LS&Co. hereby grants to Supplier, during the Term and Termination Assistance Period, a global, fully-paid up, non-exclusive, non-transferable, license to Use the LS&Co. Proprietary Software and, subject to the terms of the applicable third party agreements (including the confidentiality and use restrictions therein), the LS&Co. Third Party Software; in each case solely as necessary to provide the Services. Supplier may permit, subject to the terms of the applicable third party agreements (including the confidentiality and use restrictions therein), Supplier Agents to Use the LS&Co. Software solely to provide those Services that such Supplier Agents are responsible for providing.

12.3 LS&Co. Data. All LS&Co. Data shall remain the property of LS&Co. Absent LS&Co.'s approval, to be given or withheld in LS&Co.'s sole discretion, LS&Co. Data shall not be: (a) used by Supplier or Supplier Agents other than as required to provide the Services; (b) disclosed, sold, assigned, leased or otherwise provided to third parties by Supplier or Supplier Agents; or (c) commercially exploited in any form (including any individualized, anonymized, or aggregated form) by or on behalf of Supplier or Supplier Agents. Supplier hereby irrevocably assigns, transfers and conveys all of its right, title and interest (if any) in and to LS&Co. Data to LS&Co.

12.4 Supplier Software. Supplier shall provide LS&Co. with access to Supplier Software during the Term and Termination Assistance Period. Prior to using any Supplier Software to provide the Services, Supplier shall: (a) identify and provide LS&Co. with notice of such Software and submit to LS&Co. such information and materials that is necessary for LS&Co.'s review and approval, including the Software; (b) with respect to Supplier Third Party Software, use all reasonable efforts to obtain from the applicable vendor the right to assign to LS&Co. or Successor at no cost the applicable software license agreement; and (c) if Supplier is

unable to obtain such right, prior to using such Software, notify LS&Co. of the approximate cost of obtaining such right or obtaining a separate license to such Software. Upon LS&Co.'s request, Supplier shall provide LS&Co. with a list of all Supplier Software being used to provide the Services as of the date of such request. Supplier hereby grants to LS&Co. during the Term and Termination Assistance Period a global, fully paid-up, non-exclusive, non-transferable license to Use the Supplier Software in connection with the receipt and use of the Services, and to permit Service Recipients to Use the Supplier Software in connection with the receipt and use of the Services.

12.5 Commissioned Materials. Supplier shall provide to LS&Co. all Commissioned Materials promptly after the completion thereof, including the complete source code and object code of the Software therein. LS&Co. hereby grants to Supplier during the Term and Termination Assistance Period a global, fully-paid up, non-exclusive, non-transferable license to Use the Commissioned Materials solely to provide the Services. Supplier may permit Supplier Agents to Use the Commissioned Materials solely to provide those Services that such Supplier Agents are responsible for providing.

12.6 LS&Co.-Owned Materials. Supplier hereby does, and shall cause all Supplier Agents to, irrevocably and unconditionally assign to LS&Co. upon creation without further consideration all right, title, and interest in any LS&Co. Derivative Works, Commissioned Materials, and Work Product and any Derivative Works of the foregoing (collectively, “**LS&Co.-Owned Materials**”), and all Intellectual Property Rights therein. If any Intellectual Property Rights, including artists’ rights and moral rights, in LS&Co.-Owned Materials, cannot (as a matter of law) be assigned by Supplier or Supplier Agents to LS&Co. as provided above, then: (a) Supplier unconditionally and irrevocably does, and shall cause all Supplier Agents to, waive the enforcement of such rights and all claims and causes of action of any kind against LS&Co. with respect to such rights; and (b) to the extent Supplier or Supplier Agents cannot (as a matter of law) make such waiver, Supplier unconditionally grants, and shall cause all Supplier Agents to grant, to LS&Co. an exclusive (without reservation), perpetual, irrevocable, worldwide, fully-paid, royalty-free, transferable license, with the right to sublicense through multiple levels of sublicensees, under any and all such rights: (i) to reproduce, create Derivative Works of, distribute, publicly perform, publicly display, and digitally perform, and otherwise use and exploit the LS&Co.-Owned Materials in any medium or format, whether now known or hereafter discovered; (ii) to use, make, have made, sell, offer to sell, import, and otherwise exploit any product or service based on, embodying, incorporating, or derived from such Derivative Works; and (iii) to exercise any and all other present or future rights not yet known in the LS&Co.-Owned Materials. Supplier shall not include any of Supplier’s Background Technology in any LS&Co.-Owned Materials unless: (x) Supplier identifies such Background Technology to LS&Co. in advance and in writing; and (y) LS&Co. agrees to such inclusion. Notwithstanding the foregoing, to the extent that Supplier embeds any of Supplier’s Background Technology into any LS&Co.-Owned Materials, Supplier hereby grants to LS&Co. a global, perpetual, irrevocable, fully-paid, royalty-free, non-exclusive, sublicensable license to exercise all Intellectual Property Rights in any of Supplier’s Background Technology included in any LS&Co.-Owned Materials. Supplier hereby assigns, and shall cause all Supplier Agents to assign, to LS&Co. any and all claims, past, present, or future, of any nature whatsoever, Supplier or Supplier Agents may have for infringement, misappropriation, or violation of any Intellectual Property Right assigned to LS&Co. pursuant to this Agreement.

12.7 **Further Assurances.** Supplier shall, and shall cause all Supplier employees, Supplier Agents and employees and contractors of Supplier Agents (in each case, whether former or current) to: (a) cooperate with and assist LS&Co. and its designees, both during and after the Term, in perfecting, maintaining, and enforcing LS&Co.’s or its designees’ rights in all right, title, and interest in any LS&Co.-Owned Materials, including all Intellectual Property Rights thereto; and (b) execute and deliver to LS&Co. any documents or take any other actions as may reasonably be necessary, or as LS&Co. may reasonably request, to perfect, maintain, protect, or enforce LS&Co.’s or its designees’ rights in such materials or otherwise carry out the purpose of this Article 12.

12.8 **LS&Co. Marks.** Supplier recognizes the validity of all trademarks, service marks, trade names, logos and other indicia of LS&Co. and its Affiliates (and any and all intellectual property rights therein) (collectively, the “**LS&Co. Marks**”), and the ownership thereof by LS&Co. or the applicable Affiliate, and shall not at any time take any action or fail to act such that the validity of the LS&Co. Marks or LS&Co.’s or any Affiliate’s ownership thereof is called into question. Supplier shall not place any of the LS&Co. Marks on materials developed or produced by Supplier, except with respect to materials delivered solely to LS&Co., without the prior consent of the LS&Co. Governance Executive. Any such use of the LS&Co. Marks shall be limited to the specific consent granted by the LS&Co. Governance Executive hereunder, and shall not be deemed or considered the grant of a license to use such LS&Co. Marks in any other manner or for any other purpose whatsoever. Supplier shall not claim to own or acquire any right, title or interest in any of the LS&Co. Marks or other forms of intellectual property belonging to LS&Co., and all uses of the LS&Co. Marks shall inure to the benefit of LS&Co. Supplier shall immediately discontinue all use of the LS&Co. Marks upon the End Date, and shall not thereafter make any further use thereof. Supplier shall not register or attempt to register the LS&Co. Marks or any other trademark that may be confusingly similar to the LS&Co. Marks. Supplier shall not dispute or contest the validity, enforceability or ownership of the LS&Co. Marks and shall notify LS&Co. promptly of any attempt by any unauthorized person to use the LS&Co. Marks of which Supplier becomes aware.

13. DATA.

13.1 **Correction and Reconstruction.** Supplier shall, at its cost and expense, promptly correct any errors or inaccuracies in the reports and other deliverables provided to LS&Co. under this Agreement. Supplier shall, at its cost and expense: (a) develop and maintain procedures for the reconstruction of lost, corrupted, altered or destroyed LS&Co. Data; (b) promptly notify LS&Co. of any errors in, or destruction, loss, or accidental, unauthorized or unlawful alteration of, any LS&Co. Data caused by Supplier or Supplier Agents; (c) promptly correct errors in, or destruction, loss or alteration of, any LS&Co. Data caused by Supplier or Supplier Agents (including correcting or reconstructing such LS&Co. Data); provided that Supplier’s obligation shall be limited to the extent that LS&Co. would have, in the ordinary course of business, reasonably incurred the cost of comparable internal and external resources to correct and/or reconstruct such LS&Co. Data taking into account all the relevant facts and circumstances (including the LS&Co. Data at issue and the potential to complete the correction and/or reconstruction of that LS&Co. Data (for example, the extent to which the applicable LS&Co. Data is captured in transaction logs, offline formats or in the memory of LS&Co. personnel)). At LS&Co.’s request and expense, Supplier shall promptly correct, to the extent

possible in light of all the facts and circumstances, any errors in, or destruction, loss, or accidental, unauthorized or unlawful alteration of, LS&Co. Data caused by LS&Co or LS&Co. Agents.

13.2 Provision of Data. Upon request by LS&Co. for any reason and at any time during the Term and Termination Assistance Period, Supplier shall: (a) promptly provide to LS&Co., in the format and on the media requested by LS&Co., all or any part of LS&Co. Data; and (b) erase or destroy all or any part of LS&Co. Data in Supplier's possession, in each case to the extent so requested by LS&Co. Any archival tapes containing LS&Co. Data shall be used by Supplier and Supplier Agents solely for back-up purposes. Supplier shall not withhold any LS&Co. Data for any reason, including as a means of resolving any dispute.

13.3 Data Privacy. Supplier shall comply with all applicable Data Protection Laws. To the extent necessary to comply with any Data Protection Laws, the Parties shall, or as appropriate cause their respective Affiliates to, execute a data privacy agreement substantially in the form required by LS&Co. and to make such amendments to such agreement as may be required under applicable Data Protection Laws from time-to-time. Supplier shall: (a) not do, or omit to do, anything that would cause, or may reasonably be expected to cause LS&Co. to breach any Data Protection Laws; (b) only process LS&Co. Personal Data as necessary to perform its obligations under this Agreement and as specifically permitted by this Agreement, or as otherwise expressly instructed by LS&Co.; (c) comply with all instructions of LS&Co. related to the processing of LS&Co. Personal Data; and (d) process LS&Co. Personal Data at the Service Locations specified in Exhibit 7 for such Processing and not transfer LS&Co. Personal Data across country borders unless expressly authorized by LS&Co. and with respect to the LS&Co. Personal Data collected within the European Economic Area ("EEA") or otherwise subject to the Data Protection Laws in the EEA, only in accordance with Section 13.8.

13.4 Processing of Personal Data. Where, in performing obligations under this Agreement, Supplier processes LS&Co. Personal Data on behalf of LS&Co., Supplier shall: (a) not disclose such LS&Co. Personal Data to any person unless LS&Co. has given its prior consent to such disclosure; (b) promptly notify LS&Co. if it receives any request from an individual (being also identified as a "Data Subject") to have access to, or rectification of, LS&Co. Personal Data or any request not to receive marketing material or any objection or complaint in respect of its data processing activities and at its own cost provide such assistance as may reasonably be requested including providing LS&Co. with a copy of any LS&Co. Personal Data processed in relation to the requesting individual; (c) promptly deal with inquiries from LS&Co. in relation to the processing of LS&Co. Personal Data; (d) restrict access to LS&Co. Personal Data to only those Supplier Staff who have a need to know for the purposes of providing the Services, and take all reasonable steps to ensure the reliability of Supplier Staff that will or may have access to LS&Co. Personal Data; and (e) permit LS&Co. to inspect any of the Supplier's facilities (excluding portions of shared facilities occupied by other customers of Supplier, to the extent that LS&Co. access would jeopardize or infringe privacy rights of such other customers) where any LS&Co. Personal Data is held or processed, to enable LS&Co. to assess whether or not the Supplier is complying with its obligations with respect to LS&Co. Personal Data under this Agreement and the Data Protection Laws.

13.5 Data Security. Supplier shall establish, implement and maintain appropriate technical, administrative, physical and organizational security measures and controls, and other safeguards to ensure against the unauthorized or unlawful processing of any LS&Co. Personal Data and the accidental or unauthorized destruction, loss, alteration, disclosure, unavailability or access to LS&Co. Data in the possession of or under the control of Supplier and during the electronic transmission, storage, and shipping thereof, that comply with the applicable LS&Co. Policies and Data Protection Laws and that are at least equal to the highest of the following: (a) industry standards for security management, including ISO 27001 (*Information technology -- Security techniques -- Information security management systems -- Requirements*), ISO 27002 (*Information technology - Security techniques - Code of practice for information security management*) and payment card industry (“PCI”) standards applicable to providers of services the same as or similar to the Services and the Service Locations; and (b) any higher standard required by Law. Supplier shall implement such technical, administrative, physical and organizational security controls, and other such safeguards prior to Supplier’s provision of a Service or part of a Service. Supplier shall notify LS&Co. prior to any change that is made with respect to such technical, administrative, physical and organizational security controls, and other such safeguards.

13.6 Breach or Potential Breach; Notification Requirements. In the event Supplier or Supplier Agents discovers or is notified of a breach or potential breach of security relating to LS&Co. Data or any breach or potential breach of this Article 13 or any Data Protection Laws, Supplier shall (a) immediately notify the LS&Co. Governance Executive of such breach or potential breach (including providing the LS&Co. Governance Executive with an initial security risk assessment); (b) investigate such breach or potential breach and prepare a report of the breach or potential breach and corrective action taken; (c) coordinate with LS&Co. with respect to any communication of such breach or potential breach; (d) take such steps as are deemed necessary by LS&Co. to protect those individuals and/or Data Subjects affected or potentially affected by the breach or potential breach, whether due to actual or potential fraud, identity theft or otherwise; (e) provide full, prompt and good-faith cooperation as requested by LS&Co. in investigating and addressing any such breach or potential breach, including making available personnel with sufficient knowledge to work with LS&Co. to resolve any breach or potential breach and determine the scope of the breach or potential breach; and (f) in the case of an actual breach remediate the effects of the breach. In the event of a breach attributable to an act or omission of Supplier, as part of such remediation, Supplier shall: (w) pay all cost and expense of LS&Co.’s compliance with any of LS&Co.’s notification obligations, including LS&Co.’s compliance with Laws relating to the notification of individuals and entities who information may have been disclosed in connection with the breach, as well as the costs of credit monitoring services for affected individuals; (x) provide LS&Co. with a root cause analysis on the breach; (y) provide LS&Co. with a corrective action plan acceptable to LS&Co.; and (z) provide LS&Co. with assurance satisfactory to LS&Co. that such breach shall not recur. If any security breach or a breach of this Article 13 or of any Data Protection Laws requires LS&Co. to make a disclosure to any third party, LS&Co. shall be solely responsible for making that disclosure and Supplier and Supplier Agents shall cooperate with LS&Co. in formulating the disclosure. Supplier and Supplier Agents shall not make any disclosure regarding a security breach, a breach of this Article 13 or of any Data Protection Laws without LS&Co.’s prior consent, which may be withheld at LS&Co.’s sole discretion. Supplier shall promptly provide to LS&Co. any

information or records that are requested by any Governmental Authority or otherwise required to answer any inquiries from any Governmental Authority.

13.7 Protection of LS&Co. Data. Supplier shall develop and, subject to LS&Co.’s prior approval, implement policies to: (a) segregate all LS&Co. Data from that of any other Supplier client; and (b) restrict access to LS&Co. Data so that Supplier Agents providing services to any business that is competitive with LS&Co. do not have access to LS&Co. Confidential Information.

13.8 Overseas transfers of LS&Co. Personal Data. Supplier may only transfer LS&Co. Personal Data processed in circumstances where EEA Data Protection Laws apply to a country outside the EEA with the specific and prior written agreement of LS&Co. Where such LS&Co. Personal Data is transferred outside the EEA, the Parties agree that the transfer of such data shall be in accordance with the standard contractual clauses for the transfer of Personal Data to data processors established in third countries (Commission Decision 2010/87/EU) (the “**Data Protection Model Clauses**”). In order to give effect to this Section 13.8, Supplier agrees to enter into the Data Protection Model Clauses in complete and un-amended form (except with respect to the completion of required content and non-substantive adjustments to give meaning to required content) with each relevant EEA-based LS&Co. Affiliate as LS&Co. may specify, and that each executed version of the Data Protection Model Clauses shall form part of this Agreement.

13.9 Supplier Agents. Supplier shall procure that Supplier Agents contractually agree in writing to comply with obligations in relation to the processing of LS&Co. Personal Data which are equivalent to those set out in this Article 13. For the avoidance of doubt, this shall include an obligation on the Supplier to procure that each such Supplier Agent signs up to the Data Protection Model Clauses in accordance with Section 13.8, where required by LS&Co.

14. CONTINUED PROVISION OF SERVICES.

14.1 Disaster Recovery Plan. Without limiting Supplier’s other obligations and responsibilities in this Agreement, Supplier shall develop, for LS&Co.’s review and approval, advanced arrangements and procedures to respond to an event or occurrence that could suspend, delay, inhibit or prevent performance of the Services, which arrangements and procedures, at a minimum, address the requirements specified in Exhibit 17 (a “**Disaster Recovery Plan**”) for each Service Location. Supplier shall implement each such plan in accordance with the requirements in this Agreement and the applicable Disaster Recovery Plan. Notwithstanding the foregoing, Supplier shall be responsible for all disaster recovery activities at all of the Service Locations as of the Applicable Commencement Date. Subject to the terms of the applicable Disaster Recovery Plan and Statement of Work, Supplier’s disaster recovery obligations with respect to each Service Location shall be to use its best efforts to ensure that in the event of a disaster the Services continue unaffected, including any dependencies the Services may have on Supplier Agents and in accordance with the applicable Service Levels. Supplier shall: (a) continuously review and update each Disaster Recovery Plan, including as required to reflect any New Services, Changes or changes to the manner of performance or delivery of the Services, and provide LS&Co. with updated versions promptly upon any change. Supplier shall consult LS&Co. regarding updates to a Disaster Recovery Plan and shall not make any changes without

obtaining the consent of LS&Co.; (b) test (and re-test as necessary) the operability of the Disaster Recovery Plan; (c) permit LS&Co., at its own expense, to observe any test or re-test of the operability of each Disaster Recovery Plan; (d) provide LS&Co. with any reports relating to any test or re-test of the operability of each Disaster Recovery Plan; and (e) certify to LS&Co. at least twice during every 12-month period that each Disaster Recovery Plan is fully operational. Supplier shall immediately notify LS&Co. of any disaster and implement the Disaster Recovery Plan upon the occurrence of a disaster. In the event of a disaster, Supplier shall not increase the Charges or charge LS&Co. usage or other variable fees. In the event of uncertainty or a dispute regarding whether an event constitutes a disaster under the Disaster Recovery Plan, LS&Co. shall be entitled to determine in its reasonable discretion whether such event constitutes a disaster and such determination shall be binding on Supplier. Supplier must provide, at LS&Co.’s request, evidence of Supplier’s capability to meet any Regulatory Requirements concerning business continuity. In addition, Supplier consents to LS&Co. providing any third party with access to a Disaster Recovery Plan to enable that third party to audit the Disaster Recovery Plan in accordance with the audit rights in any agreement between LS&Co. and that third party. Supplier shall consult and cooperate with LS&Co. and assist LS&Co. in its development and refinement of LS&Co.’s Disaster Recovery Plans and take all steps necessary to ensure that such Disaster Recovery Plans and Supplier’s Disaster Recovery Plans are compatible with each other, responsive to the changes in the Services and compliant with all Regulatory Requirements. Supplier shall participate to the extent required by LS&Co. in the implementation of LS&Co.’s Disaster Recovery Plans, cooperate with and participate in LS&Co.’s tests of its Disaster Recovery Plans and consult with LS&Co. and provide reasonable assistance to LS&Co. in connection with LS&Co.’s efforts to continually update and improve LS&Co.’s Disaster Recovery Plans.

14.2 Force Majeure. If and to the extent that a Party’s performance of any of its obligations pursuant to this Agreement is prevented, hindered or delayed by fire, flood, earthquake, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, or a similar cause beyond the reasonable control of such Party (but specifically excluding labor and union-related activities with respect to Supplier’s or Supplier Agents’ workforces, failures of Supplier Agents, and inability to obtain supplies) (each, a “**Force Majeure Event**”), and such non-performance, hindrance or delay could not have been prevented by reasonable precautions undertaken by the Party claiming a Force Majeure Event, then such Party shall be excused for such non-performance, hindrance or delay of those obligations affected by the Force Majeure Event for as long as such Force Majeure Event continues and such Party continues to use all reasonable efforts to recommence performance whenever and to whatever extent possible without delay, including through the use of alternate sources, workaround plans and other means. The Party whose performance is prevented, hindered or delayed by a Force Majeure Event shall immediately notify the other Party of the occurrence of the Force Majeure Event and describe in reasonable detail the nature of the Force Majeure Event. The occurrence of a Force Majeure Event does not excuse, limit or otherwise affect Supplier’s obligation to provide either normal recovery procedures or any other disaster recovery services described in Section 14.1. Supplier shall not have the right to any additional payments from LS&Co. as a result of its efforts to provide Services during a Force Majeure Event.

14.3 Alternate Source. If the performance of all or a portion of the Services is prevented, hindered or delayed for more than 24 hours in the case of critical Services, or more

than 2 calendar days in the case of all other Services, LS&Co. may procure the affected Services from an alternate source and LS&Co. shall not be required to pay the Charges associated with such Services during the period of any such nonperformance. If the performance of all or a portion of the Services is prevented, hindered or delayed for more than 15 calendar days, LS&Co., at its sole discretion, may: (a) terminate any portion of the Agreement affected by the nonperformance, hindrance or delay; or (b) terminate the entire Agreement, in each case as of the date specified by LS&Co. in a notice of termination to Supplier at least 5 calendar days prior to the termination and without payment of any Termination Charge.

14.4 Allocation of Resources. Whenever a Force Majeure Event or a disaster causes Supplier to allocate limited resources between or among Supplier's customers, Supplier shall not provide to any other customers of Supplier priority over LS&Co. Supplier shall not redeploy or reassign any Key Supplier Personnel to another account in the event of a Force Majeure Event.

14.5 Step-in Rights. In the event (a) of a material disruption to a Service (including a disruption arising out of a Force Majeure Event), (b) of repeated Service performance failures (provided that LS&Co. gives notice to Supplier of such repeated Service performance failures and LS&Co.'s intent to exercise its step in rights and provides Supplier with a reasonable period, not to exceed 30 days, to cure such Service performance failures) or (c) LS&Co. is directed, or required, by a Law or Governmental Authority to step in, LS&Co. may, in each case, step in and supervise or perform, or designate an LS&Co. Agent to step in and supervise or perform, Supplier's performance of the impacted Services, until such time that Supplier can demonstrate the ability to resume the performance of such Services (the date LS&Co. steps-in, the "**Step-In Date**"). Supplier shall be liable for LS&Co.'s costs and expenses incurred as a result of exercising its rights under this Section. LS&Co.'s exercise of its rights under this Section shall not constitute a waiver by LS&Co. of any rights it may have (including LS&Co.'s rights to terminate this Agreement) before, on or after the Step-In Date. Supplier shall cooperate with LS&Co. in respect of such step-in including by providing access to Software, Equipment and Service Locations and any other assistance and information requested by LS&Co., including by providing LS&Co. space at the Supplier Service Locations. In the event LS&Co. exercises its right to terminate this Agreement in whole or in part in connection with the events giving rise to a step-in, LS&Co. may initiate or continue to exercise its step-in rights during the Termination Assistance Period. If LS&Co. exercised its step-in rights, LS&Co. may elect to cease exercising its right to step-in at any time by giving notice to Supplier ("**Step-Out Notice**"). Within 3 business days after the Step-In Date, Supplier shall develop a plan to demonstrate to LS&Co. how it shall resume the proper performance of the applicable Services ("**Step-Out Plan**"), and shall provide such Step-Out Plan to LS&Co. for approval. Approval by LS&Co. of the Step-Out Plan shall not constitute a waiver by LS&Co. of any rights it may have if Supplier is unable to perform any of its obligations in accordance with the terms of this Agreement after the Step-Out Date. The Step-Out Plan and delivery of the Services shall remain Supplier's responsibility. Following receipt and review of any Step-Out Plan, LS&Co. shall either (a) confirm the date for resumption of the affected Services by Supplier as being the date set out in the Step-Out Notice or (b) revise the date to reflect the time to implement the Step-Out Plan and the state of readiness of Supplier; which date shall be no later than 30 days after the resumption of the Services by Supplier. The date notified by LS&Co. under clause (a) or clause (b) shall be the "**Step-Out Date**". Once LS&Co. has notified Supplier of a Step-Out Date, Supplier shall devote all necessary resources to implement the Step-Out Plan such that delivery of the affected Services by Supplier is restored to the Service Levels, and that the affected Services

are delivered in accordance with all other provisions of this Agreement and the applicable Statements of Work, from the Step-Out Date. During any step-in period, the Parties shall meet at least weekly to discuss progress toward remedying the event which gave rise to exercise of the step-in right, including deciding whether or not Supplier can resume performance of the affected Services. By exercising its right to step-in LS&Co. shall not, and shall not be deemed to, assume any obligation to resolve the event giving rise to its right to step-in or relieve Supplier of any obligation or liability in relation to that event or relieve Supplier of any of its other obligations or liabilities under this Agreement and any applicable Statements of Work.

15. PAYMENTS.

15.1 Charges. In consideration of Supplier providing the Services, LS&Co. shall pay to Supplier the Charges as specified in this Agreement. Except as expressly set forth in this Agreement, there shall be no charges or fees payable by LS&Co. in respect of Supplier's performance of its obligations pursuant to this Agreement. Periodic Charges under this Agreement are to be computed on a calendar month basis, and shall be prorated for any partial month.

15.2 Invoices. For each month after the first Commencement Date, Supplier shall invoice LS&Co. for the Charges applicable to the Services provided during such month. Supplier's monthly invoices shall: (a) be provided within 10 days after the last day of the month; (b) be in a form and format requested by LS&Co.; and (c) contain detailed information regarding the Charges as is requested by LS&Co., including information necessary to determine the accuracy of the Charges in each such invoice.

15.3 Timeliness of Invoices. Supplier shall invoice all Charges within 90 days after the month in which the Services were rendered or the expense incurred. If Supplier fails to invoice such Charges within 90 days LS&Co. shall be under no obligation to pay and Supplier shall waive any right it may have to invoice for and collect such Charges.

15.4 Payment. Subject to Section 15.5, the Charges for a month shall be due and payable to Supplier within [****]* days after the date LS&Co. receives Supplier's invoice. Nothing in this Agreement shall prevent Supplier from assigning the receivables due to Supplier in accordance with the terms and conditions in this Agreement; provided that the assignee shall obtain no right or cause of action under this Agreement and LS&Co. shall be under no obligation to deal with or respond to the assignee of such receivables, and provided further that, LS&Co. shall only be obligated to make a single payment in accordance with, and subject to, the terms and conditions of this Agreement and shall not be required to make separate payments to Supplier with respect to any invoice or invoiced amounts.

15.5 Fee Disputes. LS&Co. may withhold invoiced amounts that LS&Co. disputes in good faith, until such dispute is resolved in accordance with the terms of this Agreement, whereupon Supplier shall promptly implement the resolution of that dispute. LS&Co. shall notify Supplier of all such disputes by the date payment under such invoice would otherwise be due. In the event that the amount of disputed payments withheld by LS&Co. pursuant to this Section 15.5 exceeds an amount equal to 3 months of the Base Charges, LS&Co. shall pay such

excess amounts into an escrow account. Upon resolution of the applicable dispute, the prevailing party in such dispute shall receive the sum of money subject to the dispute from the escrow agent.

15.6 Unanticipated Changes. In the event of a significant and unanticipated change in technology or business processes during the Term materially reduces Supplier's cost of providing the Services, Supplier will reduce the Charges by an amount that reflects such reduction.

15.7 Due Diligence. Supplier hereby acknowledges and agrees that LS&Co. has delivered or made available to Supplier all information and documents Supplier has deemed necessary for Supplier to commit to its obligations under this Agreement in accordance with its terms. Supplier shall not be relieved of any of its obligations under this Agreement, or alter, increase or add any fees or charges related to this Agreement, as a result of its failure to review the foregoing information and documents or any documents referred to therein or its failure to request any information or documents from LS&Co.

15.8 No Other Charges. Except as otherwise expressly set forth in Exhibit 4, or elsewhere in this Agreement, all costs and expenses relating to Supplier's performance of the Services (including all costs and expenses related to the acquisition, maintenance and enhancement of Software and Equipment, travel and lodging, document reproduction and shipping, computers and office equipment used by Supplier Staff, and all telephone charges) are included in the Charges and shall not be charged to or reimbursed by LS&Co. Except as expressly provided in Exhibit 4, there shall be no periodic adjustments to the Charges during the Term (e.g., cost-of-living increases or inflation indexes).

15.9 No Payment for Unperformed Services. If Supplier fails to provide any Services, the Charges shall be adjusted in a manner such that LS&Co. is not responsible for the payment of any Charges for Services that Supplier fails to provide.

15.10 Local Country Agreements. Where required, in LS&Co.'s judgment, under applicable local Law to fulfill the obligations of the Parties under this Agreement, each Party shall cause the applicable Supplier or Supplier Affiliate entity and the applicable LS&Co. or LS&Co. Affiliate entity to enter into a local country addendum in the form set forth in Exhibit 16 (a "Local Country Agreement"). Notwithstanding the foregoing, each of the Parties shall instruct their respective Affiliates receiving or providing Services in such countries to comply with the applicable terms of this Agreement. With respect to each Local Country Agreement, unless otherwise provided in such Local Country Agreement, Supplier shall be fully responsible and liable for all obligations of itself or any Supplier Affiliate or Supplier Agent, as may be applicable. LS&Co. shall have the right to enforce this Agreement (including the terms of all Local Country Agreements) on behalf of each LS&Co. Affiliate that enters into a Local Country Agreement, and to assert all rights and exercise and receive the benefits of all remedies (including monetary damages) of each such LS&Co. Affiliate, to the same extent as if LS&Co. were such LS&Co. Affiliate, subject to the provisions of Article 27. Supplier shall have the right to enforce this Agreement (including the terms of all Local Country Agreements) on behalf of each Affiliate that enters into a Local Country Agreement, and to assert all rights and exercise and receive the benefits of all remedies (including monetary damages) of each such Affiliate

hereunder, to the same extent as if Supplier were such Affiliate, subject to the provisions of Article 27. Notwithstanding anything to the contrary in any Local Country Agreement, it is the intention of the Parties that any and all disputes arising under or relating to any Local Country Agreement shall be subject to the provisions of Article 22.

16. TAXES.

16.1 Taxes. LS&Co. and Supplier shall each bear sole responsibility for: (a) its own Income Taxes; (b) all taxes, assessments and other real property-related levies on its respective owned or leased real property; and (c) any sales, use, lease, service, value-added, excise, consumption, stamp duty, goods and services, transfer, or other similar tax, duty or surcharge that is assessed on Equipment, Software or property such Party owns or leases from a third party, or for which such Party is financially responsible under this Agreement. Supplier shall be responsible for any sales, use, lease, service, value-added, excise, consumption, stamp duty, goods and services, transfer, or other similar tax, duty or surcharge that is based upon Supplier's cost in acquiring, using or providing any materials, supplies, facilities, or services furnished or used by Supplier or Supplier Agents in performing or furnishing the Services including all such taxes, duties and surcharges on Supplier Equipment and Supplier Software. In the event that LS&Co. is required by law to pay withholding taxes on any payment of Charges, then LS&Co. shall deduct such amounts as are necessary and pay the net amount to Supplier after such deduction for withholding taxes. Unless otherwise agreed to by LS&Co., Supplier shall provide all Software in intangible (e.g., electronic) form with no exchange of tangible personal property, and, at LS&Co.'s request, shall provide a certification of compliance with the foregoing requirement.

16.2 Certain Service Taxes. Supplier represents and warrants that, to the best of its knowledge, no sales, use, lease, service, value-added, excise, consumption, stamp duty, goods and services, transfer, or other similar tax, duty or surcharge are applicable to the Charges (collectively, “Service Tax”) in any jurisdiction as of the Effective Date. If at any time on or after the Effective Date, a Service Tax is imposed in any jurisdiction, Supplier shall, in consultation with and subject to LS&Co. approval, take all reasonable steps to mitigate the impact of such Service Tax (including, potentially, providing applicable tax credits to LS&Co. and submitting necessary tax certification forms). If the impact of such Service Tax cannot be fully mitigated, Supplier shall: (a) agree to bear such Service Tax; or (b) negotiate and implement a mutually agreed upon equitable reduction to the applicable Charges. In the event that Supplier does not agree to bear such Service Tax or the Parties cannot agree upon an equitable reduction to the applicable Charges within a reasonable time period, in any case not to exceed 30 days, LS&Co. may: (y) agree to bear such Service Tax; or (z) elect to terminate this Agreement, any Statement of Work or the affected Service in whole or in part as of the date specified by LS&Co. in its notice of termination and without payment of any Termination Charges. If LS&Co. agrees to bear such Service Tax then Supplier shall (subject to the provision of an exemption certificate by LS&Co.) collect and remit such Service Tax legally chargeable to LS&Co. under applicable Law and LS&Co. shall be financially responsible for such Service Tax; provided that Supplier does all things, including providing tax invoices and other documentation, that may be necessary or desirable to enable or assist LS&Co. in claiming any input tax credit, adjustment or refund in relation to any amount of such Service Tax.

16.3 Relocation of Services. Any taxes assessed on the provision of the Services for a particular site resulting from Supplier's relocating or rerouting the delivery of Services for Supplier's convenience to, from or through a location other than the Service Location used to provide the Services as of the Effective Date shall be paid by Supplier.

16.4 Segregation of Charges. Supplier shall segregate the Charges into the following separate payment streams on a country-by-country basis: (a) those for taxable Services; (b) those for nontaxable Services; (c) those that relate to a capital expenditure versus an expense; (d) those for which a Service Tax has already been paid; and (e) those for which Supplier functions merely as a paying agent for LS&Co. in receiving goods, supplies or services (including leasing and licensing arrangements) that otherwise are nontaxable or have previously been subject to tax. In addition, LS&Co. and Supplier shall cooperate to more accurately determine a Party's tax liability and to minimize such liability, to the extent legally permissible. Each Party shall provide and make available to the other Party any resale certificates, information regarding out-of-state sales or use of equipment, materials or services, and any other exemption certificates or information requested by a Party.

17. BENCHMARKING.

17.1 Benchmarking Process. LS&Co. may in its sole discretion instruct the Benchmarker to conduct the Benchmarking Process at a time and with regard to any Service Category or combination of Service Categories; except that LS&Co. may not formally initiate a Benchmarking Process with respect to a Service Category more than once annually. As part of the Benchmarking Process, the Benchmarker shall compare the applicable fees to the fees of offerings of a like mix of volumes and types of services offered by other suppliers (including Supplier) to customers who are similarly situated to LS&Co. ("Comparable Deals"). The Benchmarker shall select a representative sample of Comparable Deals from one or more suppliers. The Benchmarker shall normalize the fees for the Comparable Deals utilizing factors suggested by the Parties and approved by the Benchmarker as part of the determination of the Benchmarking Process, which factors may include the scope and volume of the services, the service locations (including geography), the term of the agreement, service levels and the service delivery model.

17.2 Benchmarker. The Benchmarking Process shall be conducted by a Benchmarker chosen by LS&Co. from the list of Benchmarkers specified on Exhibit 11, and LS&Co. shall pay the fees charged by the Benchmarker to conduct the Benchmarking Process. If the Benchmarkers are no longer providing the services required to conduct the Benchmarking Process or are otherwise unavailable at the time LS&Co. elects to conduct the Benchmarking Process, the Parties shall promptly designate a replacement Benchmarker. If the Parties do not agree within 15 days on a replacement Benchmarker, LS&Co. shall designate the Benchmarker in its sole discretion, provided that such Benchmarker shall not be a Supplier Competitor. Supplier shall at its expense cooperate with and assist the Benchmarker and any other third parties involved in the Benchmarking Process, including providing data relating to the provision of the Services, as requested by LS&Co. or the Benchmarker. For clarity, Supplier shall not be required to provide data that reveals its cost to provide the Services in connection with the Benchmark Process except in the case of Pass-Through Expenses.

17.3 Benchmark Results Review. LS&Co. and Supplier shall review the Benchmark Results during the Benchmark Review Period. If either Party has reason to believe that the Benchmarker's report contains material errors (each, a “**Claimed Error**”), such Party shall notify the Benchmarker during the Benchmark Review Period of such Claimed Error and shall provide any documentation and information necessary to support the Claimed Error and shall copy the other Party on all such correspondence. The Benchmarker shall review any Claimed Error and meet with the Parties for a time period determined by the Benchmarker to resolve the Claimed Error and make corresponding adjustments to the Benchmarker's findings, if any, prior to issuing the final benchmarking report (“**Benchmarking Report**”). If either Party determines that any Claimed Error is not likely to be resolved through additional consultation with the Benchmarker, at such Party's request, the Claimed Error will be resolved through the alternative dispute resolution process described in Section 17.5 and the resolution of the Claimed Error as set forth in the final report of CPR shall be incorporated into the Benchmarking Report and shall be binding on the Parties.

17.4 Adjustments. If any Charges paid by LS&Co. to Supplier with respect to a Service Category that is subject to the Benchmark Process are higher than the market price established by the Benchmarker in the Benchmark Results for such Service Category (or, to the extent a market price is not established in the Benchmark Results, the average price of all the pricing results provided by the Benchmarker in the Benchmark Results), Supplier shall then prospectively reduce the Charges in a manner that eliminates such variance. In the event that any Charges paid by LS&Co. to Supplier are more than 10% higher than the pricing contained in the Benchmark Results, Supplier shall reimburse LS&Co. for the cost of the applicable benchmarking. In no event will Supplier increase the Charges as a result of any benchmarking.

17.5 Benchmarking Disputes. If the Parties fail to agree on a replacement Benchmarker in accordance with Section 17.2, or fail to agree to the Benchmarking Process within 30 days after LS&Co. notifies Supplier that it intends to initiate the Benchmarking Process, or if either Party disputes the Benchmark Results, the Parties shall immediately escalate the disputed issues (“**Issues**”) via the dispute resolution process set forth in Section 22.1; provided that if any unresolved Issues remain after each Party has considered the Issues in accordance with Section 22.1(c), then either Party may submit such Issues to the International Institute for Conflict Prevention & Resolution (www.cpradr.org, “**CPR**”) and such Issues shall be finally resolved by arbitration in accordance with the CPR Rules for Non-Administered Arbitration by three independent and impartial arbitrators, of whom each Party shall designate one in accordance with the ‘screened’ appointment procedure provided in CPR Rule 5.4. The Parties shall use all reasonable efforts to resolve the Issues within 30 days after their submission to arbitration under this Section 17.5 and the decision of the arbitrators with respect to such Issues shall be binding on the Parties. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§1 et seq. and judgment upon the decision rendered by the arbitrator may be entered by any court having jurisdiction thereof. The place of arbitration shall be San Francisco, California. If a Party fails to participate in the dispute resolution procedures described in Article 22, the other Party can commence arbitration prior to the expiration of the time periods set forth in Article 22.

18. AUDITS.

18.1 Services. Upon reasonable notice from LS&Co., Supplier and Supplier Agents shall promptly provide LS&Co., LS&Co. Agents (including any external auditors of LS&Co., any internal LS&Co. Agents responsible for evaluating compliance, and any trustees, administrative agents, paying agents, and banks responsible for monitoring or managing LS&Co.’s compliance with its debt and other covenants), and any of LS&Co.’s regulators (collectively, “**Auditors**”) with: (a) access to any facilities, personnel and information technology systems under Supplier or Supplier Agents’ control; and (b) any assistance and information the Auditors may require, in each case for the purpose of performing audits or inspections of the Services, the Service Locations, the Systems, and the business of LS&Co. relating to the Services (including to verify performance of the Services, the Charges, the use of LS&Co. resources, and regulatory compliance). If any audit by an Auditor designated by LS&Co., a LS&Co. Agent or a regulatory authority results in Supplier being notified that Supplier or Supplier Agents are not in compliance with any Law, this Agreement, or audit requirement, Supplier shall, and shall cause Supplier Agents to, promptly take actions to comply with this Agreement or such Law, or audit requirement. Supplier shall provide Auditors with such assistance as is requested by the Auditors or LS&Co.; except that to the extent that such assistance would require that Supplier increase, in a material manner, the Supplier Staff beyond that which is ordinarily used by Supplier to provide the Services, then Supplier may, in accordance with the Contract Change Process, request that LS&Co. pay the incremental costs related to such material increase.

18.2 Fee Records. Upon notice from LS&Co., Supplier shall promptly provide LS&Co. and Auditors with access to such financial records and supporting documentation as may be requested by LS&Co., and LS&Co. or Auditors may audit the Charges to determine if such Charges are accurate and in accordance with this Agreement. If any such audit reveals that Supplier has overcharged LS&Co., LS&Co. shall notify Supplier of the amount of such overcharge and Supplier shall promptly pay to LS&Co. the amount of the overcharge, plus Interest calculated from the date of receipt by Supplier of the overcharged amount until the date of payment to LS&Co. If any such audit reveals an overcharge to LS&Co. of an amount equal to 5% of the Charges associated with the audited Services for the audited period, Supplier shall reimburse LS&Co. for the cost of such audit.

18.3 Service Auditor’s Report; Certain Audits.

(a) Supplier shall, at LS&Co.’s expense, provide non-qualified Type II service organization control (“**SOC**”) 1 and SOC 2 service auditor’s report or reports: (a) prepared by an independent third party and internationally recognized auditor; (b) prepared in accordance with the Service Audit Standards of the internal controls for financial, security, availability, process, integrity, confidentiality and privacy; and (c) covering the Systems in use at any time during the audit period in each Service Location (the “**SOC Reports**”). Each SOC Report shall be provided by no later than November 1 to LS&Co. and its Auditors for review and comment and shall cover a testing period from September 1 to August 31 of each calendar year. Each SOC Report shall include such matters as are requested by LS&Co. LS&Co. shall review and approve the scope of each SOC Report prior to the start of the audit. Supplier shall consult with LS&Co. regarding the inclusion of appropriate LS&Co.-specific transactions to be sampled

in connection with the preparation of the SOC Reports in order to ensure that such reports shall meet LS&Co.’s requirements. Each such SOC Report shall be designed and conducted to facilitate periodic compliance reporting by LS&Co. under the Regulatory Requirements, Sarbanes-Oxley and PCI Standards (to the extent that the PCI Standards are applicable to the Services provided by Supplier). Supplier shall provide LS&Co. within 30 days of a request from LS&Co., a written statement by an officer of Supplier that there has been no change in the internal controls or the successful operation of such controls and systems since the date of the most recent SOC Reports.

(b) Without limiting Supplier’s obligations under Section 18.1, upon LS&Co.’s request, Supplier shall provide LS&Co. or LS&Co. Agents access to any facilities and personnel and equipment under Supplier or Supplier Agents’ control and any assistance and information LS&Co. or the Auditors may require in order to conduct an audit and test (collectively, “**Test**”) of the Services (including Tests at all LS&Co. Service Locations) for the purpose of determining LS&Co.’s compliance with Sarbanes-Oxley. If any Test reveals deficiencies in internal controls and procedures relating to the Services (as such deficiencies are characterized under the standards of the Public Company Accounting Oversight Board or the standards used by LS&Co. management or LS&Co.’s registered public accounting firm to evaluate LS&Co.’s internal control structure or any other applicable standards, collectively “**Standards**”), Supplier shall develop and submit to LS&Co. a plan to cure and remediate such deficiencies (the “**Cure Plan**”) within 10 business days after LS&Co.’s notice of the deficiencies and commence implementation of the Cure Plan immediately after LS&Co.’s approval of such plan, or within another time period agreed by the Parties. After Supplier has implemented the Cure Plan in accordance with this Section 18.3(b), LS&Co. may conduct additional Tests of the Services (including Tests at all LS&Co. Service Locations) to determine LS&Co.’s compliance with Sarbanes-Oxley as such compliance relates to the Services. If such Tests reveal deficiencies in internal controls and procedures relating to the Services (as such deficiencies are characterized under the Standards), which deficiencies arise from Supplier’s failure to implement a Cure Plan properly or Supplier’s failure to perform any other obligations under the Agreement, Supplier shall promptly develop a plan to remedy such deficiencies and implement such plan upon LS&Co.’s approval as soon as reasonably practicable.

(c) In addition to Supplier’s obligations under Section 18.3(b), Supplier shall correct promptly any deficiencies in internal controls and procedures relating to the Services that are identified by LS&Co. during the Term in connection with any internal control assessment, audit or similar review conducted or report prepared by LS&Co. or a LS&Co. Agent. Without limiting the generality of the preceding sentence, if at any time LS&Co. determines that any matter identified in an audit conducted pursuant to this Article 18 would: (i) be considered a significant deficiency or a material weakness in LS&Co.’s internal control structure and procedures for financial reporting (as such deficiency is characterized under the Standards); (ii) require LS&Co. to disclose the risk of non-compliance to any regulatory body; (iii) prevent LS&Co. management from evaluating and affirming to the effectiveness of its internal control structure and procedures for financial reporting pursuant to Sarbanes-Oxley; or (iv) prevent LS&Co.’s registered public accounting firm from providing an affirmative attestation opinion with respect to LS&Co.’s evaluation described in Section 18.3(c)(iii), then Supplier shall submit to LS&Co. within 10 business days after LS&Co.’s notice thereof a Cure Plan, such that LS&Co. is able to complete the management evaluation and attestation required by Sarbanes-Oxley and

Supplier shall implement such plan immediately after LS&Co.’s approval of such Cure Plan, or within another time period agreed by the Parties.

18.4 Record Retention. Supplier shall retain records and supporting documentation: (a) sufficient to satisfy the requirements set forth in this Article 18; (b) as necessary to document the Services and the Charges paid or payable by LS&Co. under this Agreement, including all third party invoices with respect to Pass-Through Expenses; (c) in accordance with LS&Co.’s retention policies and procedures as in effect from time to time; (d) as required by Law; and (e) in any event for at least 7 years after the End Date (unless a shorter period is specified in LS&Co.’s retention policies and procedures).

18.5 Facilities. Supplier shall provide to LS&Co. and LS&Co. Agents, on Supplier’s premises (or, if the audit is being performed on a Supplier Agent, the Supplier Agent’s premises if necessary), space, office furnishings (including lockable cabinets), and utilities as LS&Co. or such LS&Co. Agents may reasonably require to perform the audits described in this Article 18.

18.6 General Audit Procedures.

(a) LS&Co. shall not be given access to: (i) the proprietary information of other Supplier customers; (ii) Supplier locations that are not related to LS&Co. or the Services; or (iii) Supplier’s internal costs.

(b) In performing audits, the Auditors shall use commercially reasonable efforts to avoid unnecessary disruption of Supplier’s operations and unnecessary interference with Supplier’s ability to perform the Services in accordance with the Service Levels. Where an Auditor desires to install any audit Software within Supplier’s environment, the installation and operation of such Software shall be subject to Supplier’s approval through its change management process.

(c) Following any audit, LS&Co. shall conduct (in the case of an internal audit), or request its external auditors or examiners to conduct, a conference with Supplier to review any issues identified in the audit that LS&Co. will request Supplier to remediate; provided that LS&Co. shall not be obligated to provide any information that in LS&Co.’s reasonable opinion relates to, or may relate to, a dispute between Supplier and LS&Co.

(d) In performing audits, the Auditors and their internal and external auditors, inspectors, regulators or other representatives shall comply with Supplier’s standard, reasonable physical and information security procedures and shall cause external Auditors (other than government Auditors) to execute a confidentiality agreement substantially similar to the agreement set forth on Exhibit 10 (“LS&Co. Agent NDA”). External Auditors designated by LS&Co. shall not be Supplier Competitors; provided that if a Supplier Competitor is in LS&Co.’s reasonable judgment the only entity that can perform an audit effectively with respect to a portion of the Services (e.g., because such Supplier Competitor is the only party able to assess a technology platform competently), such Supplier Competitor may perform the audit so long as such Supplier Competitor executes the LS&Co. Agent NDA.

(e) If the scope of any information revealed to LS&Co. during an audit must be limited in order to enable Supplier to adhere to its confidentiality obligations to other Supplier

customers, Supplier shall notify LS&Co. of the scope of such limitation prior to the beginning of such audit and that limited portion of the audit shall be conducted by an independent third party auditor acceptable to Supplier and LS&Co. and such auditor shall conduct the audit without disclosing any confidential information of Supplier's other customers to LS&Co. PricewaterhouseCoopers or any successor entity that serves as LS&Co.'s regular independent external auditor is conclusively presumed to be acceptable to Supplier for the purpose of this Section 18.6(e).

18.7 Supplier Audits. Within 10 days following receipt, Supplier shall make available to LS&Co. the findings of any review or audit conducted on Supplier, Supplier Affiliates or Supplier Agents (including internal and external auditors), to the extent such findings reflect conditions and events which have an impact on the Agreement or the Services.

19. CONFIDENTIALITY.

19.1 General Obligations. All Confidential Information relating to or obtained from LS&Co. or Supplier shall be protected from unauthorized use and disclosure by the receiving Party to the same extent and in at least the same manner as such Party protects its own confidential information of a similar nature (and in no event with less than reasonable care), and neither Party shall use the Confidential Information of the other Party except as necessary to provide, receive or use the Services. Neither LS&Co. nor Supplier shall disclose, publish, release, transfer or otherwise make available Confidential Information of, or obtained from, the other in any form to, or for the use or benefit of, any person or entity without the disclosing Party's consent. Each Party shall, however, be permitted to disclose relevant aspects of the other Party's Confidential Information to its officers, directors, agents, professional advisors, contractors (including the Benchmark), subcontractors and employees and to the officers, directors, agents, professional advisors, contractors, subcontractors and employees of its Affiliates (collectively, "**Permitted Parties**"), to the extent such disclosure is not restricted under any Third Party Contract, any LS&Co. Consents or any Laws or Governmental Approvals and only to the extent that such disclosure is reasonably necessary for the performance of its duties and obligations or the determination, preservation or exercise of its rights and remedies under this Agreement; provided that such Permitted Parties that are employees, officers, or directors of a Party are under a duty to maintain the confidentiality of such information that is no less restrictive than the obligations contained in this Article 19 and all other Permitted Parties have previously executed a written confidentiality agreement with respect to Confidential Information that imposes confidentiality obligations no less restrictive than those contained in this Article 19; and provided further that the receiving Party shall take all reasonable measures to ensure that Confidential Information of the disclosing Party is not disclosed or duplicated in contravention of the provisions of this Agreement by any of the receiving Party's Permitted Parties. The receiving Party shall be liable for any act by a Permitted Party to whom it has disclosed the disclosing Party's Confidential Information which act constitutes a breach of the obligations under this Article 19. The obligations in this Article 19 shall not restrict any disclosure as required by any Law (provided that the recipient shall give prompt notice to the disclosing Party of such requirement and cooperate, upon the disclosing Party's request, in obtaining a protective order with respect to such information).

19.2 Unauthorized Acts. Without limiting a Party's rights with respect to a breach of this Article 19, each Party shall: (a) promptly notify the other Party of any unauthorized possession, use or knowledge, or attempt thereof, of the other Party's Confidential Information by any person or entity that may become known to such Party; (b) promptly furnish to the other Party full details of the unauthorized possession, use or knowledge, or attempt thereof, and assist the other Party in investigating or preventing the recurrence of any unauthorized possession, use or knowledge, or attempt thereof, of Confidential Information; (c) cooperate with the other Party in any litigation and investigation against third parties deemed necessary by the other Party to protect its Intellectual Property Rights; and (e) promptly use its best efforts to prevent a recurrence of any such unauthorized possession, use or knowledge, or attempt thereof, of Confidential Information. Each Party shall bear the cost it incurs as a result of compliance with this Article 19.

19.3 Injunctive Relief. The Parties acknowledge and agree that monetary damages may be inadequate to compensate for a breach of the provisions contained in this Article 19 or other confidentiality provisions of this Agreement. In the event of such breach, the injured Party may be entitled to seek injunctive relief and any and all other remedies available at law or in equity. This Section 19.3 in no way limits the liability or damages that may be assessed against a Party in the event of a breach by that Party of any of the provisions of this Article 19.

19.4 Return of Confidential Information. Except as necessary for LS&Co. to receive the benefit of the Termination Assistance Services or the licenses granted under Article 25 or Article 12, the receiving Party shall return or destroy (at the disclosing party's option) Confidential Information of the disclosing party in the receiving party's (or its agents') possession: (a) upon the request of the disclosing party with respect to all or the requested portion of such Confidential Information (provided that such request would not hinder the delivery or receipt of the Services); and (b) on the End Date with respect to all such Confidential Information.

19.5 Maintenance of Records in the United States. All LS&Co. Confidential Information shall, at all times during the Term and any Termination Assistance Period, be physically located in, or on media that is physically stored in the United States, and shall not be stored outside of the United States or accessible from outside of the United States; provided, however, that Supplier may physically store LS&Co. Confidential Information outside of the United States under the following circumstances: (a) if storage outside of the United States is specifically called for in a particular Statement of Work, and then only to the extent and for the purposes specifically identified in the Statement of Work; (b) to the extent necessary for Supplier to monitor and manage its performance of the Services and to provide invoices to LS&Co. in accordance with this Agreement (but excluding, for greater certainty, any information regarding the business and operations of LS&Co.); and (c) on a temporary basis to the extent required to perform the Services in accordance with this Agreement and in compliance with any applicable security requirements set out in this Agreement, provided that Supplier destroys such LS&Co. Confidential Information as soon as it is no longer necessary to store such information outside of the United States in order to perform the Services.

20. REPRESENTATIONS AND WARRANTIES.

20.1 By LS&Co. LS&Co. represents and warrants that: (a) LS&Co. is a corporation duly incorporated, validly existing and in good standing under the Laws of the State of Delaware; (b) LS&Co. has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement and the execution, delivery and performance of this Agreement by LS&Co. has been duly authorized by LS&Co.; (c) LS&Co. is duly licensed, authorized or qualified to do business and is in good standing in every jurisdiction in which a license, authorization or qualification is required for the ownership or leasing of its assets or the transaction of business of the character transacted by it, except where the failure to be so licensed, authorized or qualified would not have a material adverse effect on LS&Co.’s ability to fulfill its obligations under this Agreement; and (d) LS&Co. is in compliance with all Laws applicable to LS&Co.’s obligations under this Agreement and has obtained all applicable material permits and licenses required of LS&Co. in connection with its obligations under this Agreement.

20.2 By Supplier. Supplier represents and warrants that: (a) Supplier is a limited liability company duly incorporated, validly existing and in good standing under the Laws of the Republic of India; (b) Supplier has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement and the execution, delivery and performance of this Agreement by Supplier has been duly authorized by Supplier and shall not conflict with, result in a breach of, or constitute a default under any other agreement to which Supplier is a party or by which Supplier is bound; (c) Supplier is duly licensed, authorized or qualified to do business and is in good standing in every jurisdiction in which a license, authorization or qualification is required for the ownership or leasing of its assets or the transaction of business of the character transacted by it, except where the failure to be so licensed, authorized or qualified would not have a material adverse effect on Supplier’s ability to fulfill its obligations under this Agreement; (d) Supplier is in compliance with all Laws applicable to Supplier’s obligations under this Agreement and has obtained all applicable permits and licenses required of Supplier in connection with its obligations under this Agreement; (e) there is no outstanding litigation, arbitrated matter or other dispute to which Supplier is a party which, if decided unfavorably to Supplier, would reasonably be expected to have a material adverse effect on Supplier’s ability to fulfill its obligations under this Agreement; and (f) Supplier and Supplier Agents have full power and authority to grant LS&Co. the rights granted herein without the consent of any other party and any materials developed or furnished by Supplier and Supplier Agents to LS&Co. are free of any and all restrictions, settlements, judgments or adverse claims.

20.3 DISCLAIMER. EXCEPT AS SPECIFIED IN SECTION 20.1 AND SECTION 20.2, NEITHER LS&CO. NOR SUPPLIER MAKES ANY OTHER WARRANTIES WITH RESPECT TO THE SERVICES OR THE SYSTEMS OR EQUIPMENT AND EACH EXPLICITLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

21. ADDITIONAL COVENANTS.

21.1 By LS&Co. LS&Co. covenants and agrees with Supplier that during the Term and the Termination Assistance Period LS&Co. shall comply with all Laws applicable to LS&Co. in the performance of this Agreement, and, except as otherwise provided in this Agreement, shall obtain all applicable material permits and licenses required of LS&Co. in connection with its obligations under this Agreement.

21.2 By Supplier. Supplier covenants and agrees with LS&Co. that during the Term and the Termination Assistance Period:

(a) Supplier shall (i) provide the Services with promptness, diligence and in a professional manner, in accordance with the practices and professional standards used in well-managed operations performing services similar to the Services, (ii) use adequate numbers of qualified individuals with suitable training, education, experience and skill to perform the Services and (iii) implement service delivery practices that are stable, mature and well-managed;

(b) Supplier shall comply with all Laws applicable to Supplier in the performance of this Agreement and shall obtain all applicable permits and licenses required of Supplier in connection with its obligations hereunder;

(c) the Services, Supplier Software, Supplier Equipment, Commissioned Materials, Work Product and any other resources or items used by Supplier or furnished to LS&Co. by Supplier or Supplier Agents in providing the Services (“**Materials**”), or LS&Co.’s receipt or use of the Materials as contemplated under this Agreement shall not infringe upon the Intellectual Property Rights of any third party;

(d) Supplier shall promptly notify LS&Co. if Supplier learns of any claim, pending or threatened, or any fact upon which a claim could be made, that asserts that the Materials, or LS&Co.’s receipt and use of the Materials as contemplated under this Agreement may infringe upon the Intellectual Property Rights of any third party;

(e) without limiting Supplier’s obligations under the Statements of Work, Supplier shall not, and shall ensure the Supplier Agents shall not, code or introduce into the systems any viruses, trojan horses, worms, spyware, back doors, email bombs, malicious code or similar items (collectively, “**Malware**”), and shall use all reasonable efforts to prevent Malware from being introduced into the System by any third parties; provided that in the event that Malware is found to have been introduced into the Systems, Supplier shall use its best efforts to mitigate the effects of the Malware and, if the Malware causes a loss of operational efficiency or loss of data, mitigate and restore such losses;

(f) Supplier shall not, and shall ensure that the Supplier Agents shall not, code or introduce Software or Equipment that would have the effect of disabling or otherwise shutting down all or any portion of the Services or the Systems. With respect to any disabling code that may be part of the Software, Supplier shall not invoke such disabling code at any time (whether during or after the Term) for any reason. If at any time the licensor of any Supplier Third Party Software

shall invoke or threaten to invoke any disabling code in Supplier Third Party Software licensed to Supplier which could adversely affect the Services, Supplier shall use its best efforts to preclude such action on the part of such licensor;

(g) Supplier and all Supplier Agents shall not make any unauthorized representations on LS&Co.’s behalf or about LS&Co., nor commit or bind LS&Co. other than as specifically authorized;

(h) Supplier or Supplier Agents shall not include in any Commissioned Materials or LS&Co. Derivative Works any software that is subject to any “copyleft” or other obligation or condition (including any obligation or condition under any “open source” license such as the GNU Public License, Lesser GNU Public License, or Mozilla Public License) without LS&Co.’s prior written consent, and to the extent that Supplier uses open source software in the performance of the Services, Supplier shall ensure that such use does not: (i) require or condition the use or distribution of such software on the disclosure, licensing, or distribution of any source code for any portion of such software; or (ii) could otherwise impose any limitation, restriction, or condition on the right or ability of LS&Co. to use or distribute such software;

(i) any Commissioned Materials and other deliverables provided by Supplier pursuant to this Agreement shall be: (i) free from material defects in materials, design and workmanship; (ii) in conformance with any applicable documentation, manuals, specifications or requirements; and (iii) free and clear of any liens, claims, charges, debts or other encumbrances; and

(j) unless otherwise agreed by the Parties, with respect to any Commissioned Materials: (i) if there is any defect or nonconformity, upon notice from LS&Co., Supplier shall promptly, at its sole cost and expense, correct or replace any such defect or nonconformity; and (ii) if Supplier fails to do so within 15 days from receipt of notice (or other time period agreed by the Parties), LS&Co. may at its option either obtain from Supplier any amounts reasonably expended to correct or replace such defect or nonconformity, or terminate the applicable New Service Proposal and obtain a refund of amounts paid for such Commissioned Materials.

22. DISPUTE RESOLUTION.

22.1 Resolution Procedures. Except as otherwise provided below, the Parties shall initially attempt to resolve any dispute arising under or related to this Agreement (a “**Dispute**”) in accordance with the procedures set forth in this Article 22.

(k) **Account Managers.** Within 5 business days after either Party furnishes to the other notice of a Dispute, the LS&Co. Governance Executive and the Supplier Governance Executive shall consider the Dispute in person or by telephone and shall attempt to resolve the Dispute for a period of 5 business days. If the Dispute is not resolved, as agreed by the Parties, within such 5 business day period, the Dispute shall be escalated in accordance with Section 22.1(b).

(l) **Senior Executives.** If a Dispute is not resolved in accordance with Section 22.1(a), the Chief Information Officer (or equivalent position) of LS&Co. and the Vice-President of the Consumer Goods vertical of Supplier (or a Supplier executive at an equivalent

level to LS&Co.'s executive) shall meet within 5 business days after a Party's request to discuss the Dispute in person at a LS&Co. Service Location designated by LS&Co. (or by telephone if requested by LS&Co.) and shall attempt to resolve the Dispute for a period of 5 business days.

(m) **Supplier Chief Executive.** If a Dispute is not resolved in accordance with Section 22.1(b), Supplier shall make available within 5 business days after LS&Co.'s request Supplier's Chief Executive to discuss the Dispute with LS&Co. by telephone, or if requested by LS&Co. at an LS&Co. Service Location designated by LS&Co. (in which case, LS&Co. shall provide sufficient notice to Supplier to enable Supplier's Chief Executive to attend in person at the nominated LS&Co. Service Location) and the Parties shall attempt to resolve the Dispute for a period of 5 business days. Unless the Parties otherwise agree, either Party may pursue its rights and remedies under this Agreement after the expiration of such 5 business day period.

22.2 Exclusions. Notwithstanding the foregoing, no Dispute relating to Section 13.2, Article 19, or Article 25 shall be subject to Article 22. In addition, nothing in this Agreement shall limit either Party's right to seek immediate injunctive or other equitable relief whenever the facts or circumstances would permit a Party to seek such relief in a court of competent jurisdiction.

22.3 Continuity of Services. Supplier acknowledges that the timely and complete performance of its obligations pursuant to this Agreement is critical to the business and operations of LS&Co. Accordingly, in the event of a Dispute between LS&Co. and Supplier, Supplier shall continue to so perform its obligations under this Agreement in good faith during the resolution of such dispute unless and until this Agreement is terminated in accordance with the provisions hereof.

23. TERMINATION.

23.1 Termination for Convenience. LS&Co. may terminate this Agreement, in whole or in part, for convenience by giving Supplier notice of the termination at least [****]* days prior to the termination date specified in the notice.

23.2 Termination for Change in Control of LS&Co. In the event of a Change in Control of LS&Co., LS&Co. may terminate this Agreement by giving Supplier notice of the termination at least [****]* days prior to the termination date specified in the notice.

23.3 Termination for Change in Control of Supplier. In the event of a Change in Control of Supplier, Supplier shall promptly notify LS&Co. of such Change in Control and LS&Co. may terminate this Agreement by giving Supplier notice of the termination at least [****]* days prior to the termination date specified in the notice.

23.4 Termination for Cause.

(a) If: (i) Supplier fails to perform any of its obligations under this Agreement in any material respect or repeatedly fails to perform any of its obligations under this Agreement and the cumulative effect thereof could reasonably be considered material, and does not cure such breach within [****]* days after receipt (the "**Supplier Default Cure Period**") of a

notice of breach from LS&Co. (the “**Supplier Default Notice**”); or (ii) an audit conducted under Section 18.3 identifies a material weakness or deficiency in the controls of Supplier and Supplier does not develop and submit a Cure Plan, and implement that Cure Plan within the timeframes specified in Section 18.3, then in each case, LS&Co. may, without limiting LS&Co.’s other rights or remedies under this Agreement, by giving notice to Supplier, terminate this Agreement, in whole or in part, as of the termination date specified in the notice and without payment of any Termination Charge.

(b) If LS&Co. fails to make undisputed material payments due to Supplier and does not cure such default within [****]* days after receipt (the “**LS&Co. Default Cure Period**”) of a notice of default from Supplier (the “**LS&Co. Default Notice**”), then Supplier may, by giving notice to LS&Co., terminate this Agreement in whole, as of the termination date specified in the notice of termination. The foregoing is the only circumstance in which Supplier may terminate this Agreement.

23.5 Termination in Case of Insolvency. LS&Co. may, by giving notice thereof to Supplier, terminate this Agreement as of the date specified in such termination notice without payment of any Termination Charge, if: (a) Supplier: (i) shall admit in writing its inability to, or be generally unable to, pay its debts as such debts become due; or (ii) shall: (A) apply for or consent to the appointment of, or the taking of possession by, a receiver, custodian, trustee, examiner or liquidator of itself or of all or a substantial part of its property or assets; (B) make a general assignment for the benefit of its creditors; (C) commence a voluntary case under the U.S. Bankruptcy Code; (D) file a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, liquidation, dissolution, arrangement or winding-up, or composition or readjustment of debts; (E) fail to controvert in a timely and appropriate manner, or acquiesce in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code; or (F) take any corporate, partnership or other action for the purpose of effecting any of the foregoing; or (b) a proceeding or case shall be commenced, without the application or consent of Supplier, in any court of competent jurisdiction seeking: (i) its reorganization, liquidation, dissolution, arrangement or winding-up, or the composition or readjustment of its debts; (ii) the appointment of a receiver, custodian, trustee, examiner, liquidator or the like of Supplier or of all or any substantial part of its property or assets; or (iii) similar relief with respect to Supplier under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case shall continue undismissed, or an order, judgment or decree approving or ordering any of the foregoing shall be entered and continue unstayed and in effect, for a period of 60 or more days; or (c) an order for relief against Supplier shall be entered in an involuntary case under the Bankruptcy Code. In addition, if Supplier’s credit rating is lowered to “B1” or lower by Moody’s Investor Services, or “B+” or lower by Standard & Poors, then LS&Co. may, by giving notice thereof to Supplier, terminate this Agreement as of the date specified in such termination notice without payment of any Termination Charge.

23.6 Service Level Failures. LS&Co. may, without limiting LS&Co.’s other rights or remedies under this Agreement, by giving [****]* days prior notice to Supplier, terminate this Agreement, in whole or in part, as of the termination date specified in the notice and without payment of any Termination Charge, if: (a) there are [****]* Service Level Failures with respect to the

same Critical Service Level within any rolling [****]*-month period; or (b) there are [****]* Service Level Failures with respect to any Critical Service Level within any rolling [****]*-month period.

23.7 Termination for Failure to Replenish Damages Cap. LS&Co. may, without limiting LS&Co.’s other rights or remedies under this Agreement, by giving notice to Supplier, terminate this Agreement, in whole or in part, as of the termination date specified in the notice and without payment of any Termination Charge, if the amount available under a damages cap set forth in Section 27.2 is reduced by [****]* or more as a result of Supplier’s payment of Losses to LS&Co. under Section 27.2 and the Parties are unable after 30 days to renegotiate an adjustment to that damages cap.

23.8 Termination for Failure to Agree on final Statements of Work or Service Levels. LS&Co. may by giving notice to Supplier, and without limiting LS&Co.’s other rights or remedies under this Agreement, terminate the applicable Service Category, in whole or in part, as of the termination date specified in the notice and without payment of any Termination Charge, if the Parties are unable to agree, in accordance with process set forth in Section 2.7 of Exhibit 8, to final Statements of Work and/or Service Levels for the Services in the applicable Service Category that are satisfactory to LS&Co. by the applicable Commencement Date.

24. TERMINATION CHARGES.

24.1 Termination Charges. Exhibit 4 sets forth the amounts that may be payable to Supplier if this Agreement is terminated pursuant to Section 23.1 or Section 23.2 (“**Termination Charges**”); except that no Termination Charges shall apply with respect to a termination of the Benefits Services, where (a) the effective date of such termination occurs at any time after the expiration of the 24 month period following the Commencement Date applicable to the Human Resource Services; or (b) the Benefits Services are terminated for the purpose of LS&Co. transferring the performance of those Services to a health exchange (and irrespective of when the effective date of termination occurs). Any Termination Charges payable in accordance with Exhibit 4 shall be due and payable on the End Date. Termination Charges to be recovered by Supplier shall be reduced to the extent LS&Co. or its designees assume financial obligations that Supplier would otherwise have incurred as a result of a termination of this Agreement by LS&Co.

24.2 No Other Termination Charges. Except for the Termination Charges specified in Exhibit 4 and the Stranded Costs payable in the event of a termination pursuant to Section 4.3(d) as a result of an LS&Co. Change in Law, no termination fee or other charge shall be payable by LS&Co. in connection with the termination of this Agreement. In addition, Supplier shall not charge LS&Co. more than once for any amount included in any fee owed pursuant to Exhibit 4 that relates to any resource for which Supplier has already received or shall receive payment.

25. TERMINATION ASSISTANCE AND EXIT RIGHTS.

25.1 Termination Assistance. Upon LS&Co.’s request at any time during the Termination Assistance Period, Supplier shall provide, and shall cause Supplier Agents to provide, all necessary assistance to allow the Services to continue without interruption or adverse

effect and to facilitate the orderly transfer of the Services to LS&Co. or its designee (the “**Successor**”) during the Termination Assistance Period, including the Termination Assistance Services, regardless of the reason for the termination, expiration or cessation of Services. The quality and level of performance of the Services during the Termination Assistance Period shall be consistent with the general quality and level of performance of the Services during the Term. Supplier shall not terminate or assign to another job position any of its Supplier Staff working on the LS&Co. account during any Termination Assistance Period. Supplier shall use commercially reasonable efforts to provide assistance in order to ensure that any know-how with regard to the Services is being duly transferred to LS&Co. or a Successor.

25.2 Payment. The Base Charges include all Termination Assistance Services provided by Supplier during the Term, and Supplier shall not charge LS&Co. any variable or other fees for such services. For Termination Assistance Services provided by Supplier after the last day of the Term, Supplier shall provide such services: (a) in the case of Termination Assistance Services that are Services, at the rates in effect for such Services immediately prior to termination or expiration of the Agreement; and (b) for Termination Assistance Services for which no rates exist immediately prior to such termination or expiration, at Supplier’s standard commercial rates then in effect, subject to discounts consistent with the discounts applied under this Agreement. Termination Assistance Services provided after the last day of the Term shall be subject to the provisions of the Agreement as such provisions would have been applicable to the Services prior to the effective date of termination or expiration. Notwithstanding the foregoing, if LS&Co. terminates this Agreement pursuant to Section 23.4(a), Supplier shall provide all Termination Assistance Services to LS&Co. without charge. After the expiration of the Termination Assistance Period, Supplier shall: (y) answer questions from Successors regarding the Services at the applicable time and materials rates for such services set forth in the Agreement; and (z) deliver to LS&Co. or Successor any remaining LS&Co.-owned reports and documentation still in Supplier’s possession.

25.3 Exit Rights.

(a) **Provision of LS&Co. Materials.** At LS&Co.’s request, Supplier shall, and shall cause Supplier Agents to, deliver to LS&Co., at no cost to LS&Co., a current copy of the LS&Co.-Owned Materials and any other materials in Supplier’s possession to which LS&Co. obtains a license pursuant to this Agreement or otherwise has the right to possess a copy of, in the form used to provide the Services as of the time of LS&Co.’s request (including in object code and source code form in the case of any of the foregoing that are Software). The rights granted to Supplier and Supplier Agents in Article 12 shall immediately terminate on the End Date, and Supplier shall, and shall cause Supplier Agents to, destroy or erase all copies of the LS&Co.-Owned Materials then in Supplier’s or Supplier Agents’ possession. Supplier shall, upon LS&Co.’s request, certify to LS&Co. that all such copies have been destroyed or erased.

(b) **Supplier Proprietary Software.** Upon LS&Co.’s request at any time during the Termination Assistance Period, Supplier shall grant to LS&Co. or Successor, at no cost to LS&Co. or Successor, a global, perpetual, irrevocable, fully paid-up, non-exclusive, non-transferable license to Use, and sublicense to third parties to Use, in connection with LS&Co.’s use, provision (to itself) or receipt from Successor and its agents of services similar to the Services, any or all Supplier Proprietary Software used to provide the Services as of the time of

LS&Co.'s request, or, if such request is made after the last day of the Term, used to provide the Services as of the last day of the Term, in each case as requested by LS&Co. Supplier shall deliver to LS&Co. a copy of the foregoing upon LS&Co.'s request. Upon LS&Co.'s request, Supplier shall provide to LS&Co. or Successor support and maintenance services for any Supplier Proprietary Software licensed under this Section 25.3(b) on terms, conditions, and prices agreed upon by Supplier and LS&Co. or Successor, as applicable, which shall in no event be less favorable to LS&Co. or Successor than Supplier's usual and customary terms, conditions and prices.

(c) **Supplier Third Party Software.** Upon LS&Co.'s request at any time during the Termination Assistance Period, with respect to Supplier Third Party Software used to provide the Services as of the time of LS&Co.'s request, or, if such request is made after the last day of the Term, then used to provide the Services as of the last day of the Term, Supplier shall, and shall cause Supplier Agents to: (i) assign to LS&Co. or Successor, at LS&Co.'s option, the license agreements for which Supplier obtained assignment rights pursuant to Section 12.4 applicable to such Software; and (ii) use best efforts to transfer, assign or sublicense all Supplier Third Party Software not subject to assigned agreements under Section 25.3(c)(i) to LS&Co. or Successor at no cost such that: (A) LS&Co. may Use, and sublicense to third parties the right to Use, such Software in connection with LS&Co.'s use, provision (to itself) or receipt from Successor of services similar to the Services; or (B) Successor may Use, and sublicense to third parties the right to Use, such Software in connection with the provision of services similar to the Services to LS&Co. Upon LS&Co.'s request, Supplier shall assist LS&Co. or Successor in obtaining directly from third parties any Software or substitute therefor for which LS&Co. or Successor does not assume the applicable third party agreements.

(d) **Leases, Service Agreements, and Equipment.** Upon LS&Co.'s request at any time during the Termination Assistance Period, Supplier shall, and shall cause Supplier Agents to: (i) assign to LS&Co. or its designee leases for the Equipment used primarily to provide the Services as of the last day of the Term; (ii) assign to LS&Co. any contracts for services provided by third parties and used primarily to provide the Services; and (iii) sell to LS&Co., at the lesser of Supplier's then-current book value or fair market value, some or all of the Equipment owned by Supplier or Supplier Agents and used primarily to provide the Services (and all user and other documentation in its possession that relates to such Equipment) free and clear of all liens, security interests or other encumbrances and grant to LS&Co. a warranty of title with respect to all such Equipment. Supplier shall also represent and warrant that any leases associated with any such Equipment are not in default and that all payments thereunder have been made through the date of transfer to LS&Co. Upon LS&Co.'s request, Supplier shall, and shall cause Supplier Agents to, assist LS&Co. or Successor in obtaining directly from third parties any third party services for which LS&Co. or Successor does not elect to assume the applicable third party agreements.

26. INDEMNITIES.

26.1 **Indemnity by LS&Co.** LS&Co. shall indemnify Supplier, its Affiliates and their respective directors, officers and employees from, and defend and hold Supplier harmless from and against, any Losses suffered, incurred or sustained by Supplier or to which Supplier becomes subject, resulting from, arising out of or relating to any claim:

(c) that the LS&Co. Proprietary Software infringes upon the Intellectual Property Rights of any third party (except to the extent caused by a modification by Supplier or Supplier Agents);

(d) relating to the material inaccuracy, untruthfulness or breach of any representation or warranty made by LS&Co. in Article 20;

(e) relating to: (i) a violation of Law for the protection of persons or members of a protected class or category of persons by LS&Co. or LS&Co. Agents, including unlawful discrimination; (ii) accrued employee benefits not expressly assumed by Supplier; (iii) any representations, oral or written, made by LS&Co. or LS&Co. Agents to the Affected Employees or Affected Contractors; and (iv) any other aspect of the Affected Employees' or Affected Contractors' employment or other relationship with LS&Co. or termination thereof by LS&Co. (including claims for breach of an express or implied contract of employment);

(f) relating to LS&Co.'s or LS&Co. Agents' failure to obtain, maintain or comply with the LS&Co. Consents and LS&Co. Governmental Approvals;

(g) relating to any amounts, including taxes, interest and penalties, assessed against Supplier which are the obligation of LS&Co. pursuant to Article 16;

(h) relating to personal injury (including death) or property loss or damage resulting from LS&Co.'s acts or omissions;

(i) relating to a breach of Article 19;

(j) relating to a breach of any of the covenants in Section 21.1; and

(k) relating to a breach of a Managed Agreement by LS&Co.

LS&Co. shall indemnify Supplier from any costs and expenses incurred in connection with the enforcement of this Section 26.1.

26.2 Indemnity by Supplier. Supplier shall indemnify LS&Co., its Affiliates, the Service Recipients and their respective directors, officers and employees from, and defend and hold LS&Co. harmless from and against, any Losses suffered, incurred or sustained by LS&Co. or to which LS&Co. becomes subject, resulting from, arising out of or relating to any claim:

(e) that the Materials, or LS&Co.'s receipt and use of the Materials as contemplated under this Agreement infringe upon the Intellectual Property Rights or other rights of any third party (except to the extent caused by (i) a modification by LS&Co. or LS&Co. Agents; (ii) Supplier's incorporation of open source software within any Commissioned Materials, the incorporation of which is specifically and directly mandated by LS&Co. in writing, and provided that the forgoing exclusion shall not apply in the event that Supplier or Supplier Agents knew, or ought reasonably to have known, that such Materials infringed upon the Intellectual Property Rights of a third party);

(f) relating to the Services or this Agreement brought by a Supplier Agent or personnel thereof, including any disputes between Supplier and Supplier Agents;

(g) by a Supplier customer to whom Supplier provides services from a Supplier Service Location, which claim relates to any LS&Co. Data at such location or Supplier's provision of Services to LS&Co. from such location;

(h) relating to the inaccuracy, untruthfulness or breach of any certification made by Supplier pursuant to Sections 4.5 or 11.4;

(i) relating to the inaccuracy, untruthfulness or breach of any representation or warranty made by Supplier in Article 20;

(j) relating to Supplier's or Supplier Agents' failure to obtain, maintain or comply with the Supplier Consents and Supplier Governmental Approvals, or Supplier's or Supplier's Agents failure to comply with the LS&Co. Consents;

(k) relating to: (i) a violation of Law for the protection of persons or members of a protected class or category of persons by Supplier or Supplier Agents, including unlawful discrimination; (ii) accrued employee benefits not expressly retained by LS&Co.; (iii) any representations, oral or written, made by Supplier or Supplier Agents to LS&Co. employees or contractors, including the Affected Employees and Affected Contractors; and (iv) any other aspect of the Affected Employees' or Affected Contractors' employment or other relationship with Supplier or termination thereof by Supplier (including claims for breach of an express or implied contract of employment);

(l) relating to any amounts, including taxes, interest and penalties, assessed against LS&Co. that are the obligation of Supplier pursuant to Article 16;

(m) relating to personal injury (including death) or property loss or damage resulting from Supplier's or Supplier Agents' acts or omissions;

(n) relating to a breach of Supplier's obligations with respect to LS&Co. Data (including Article 13);

(o) relating to any fine or other penalty imposed by Law arising as a result of a breach of any of Supplier's obligations under this Agreement;

(p) relating to a breach of Article 19;

(q) relating to a breach of any of the covenants in Section 21.2; and

(r) relating to a breach of Supplier's obligation to comply with the Applicable Terms.

Supplier shall indemnify LS&Co. from any costs and expenses incurred in connection with the enforcement of this Section 26.2.

26.3 Obligation to Replace. In the event that any Materials, or LS&Co.’s receipt and use of the Materials as contemplated under this Agreement is, or in LS&Co.’s opinion is likely to be found to infringe upon or misappropriate the Intellectual Property Rights of any third party or enjoined, Supplier shall, with LS&Co.’s consent and at Supplier’s own cost and expense and in such a manner as to minimize disturbance to LS&Co.’s business activities: (a) obtain for LS&Co. the right to continue using the Materials; or (b) modify or replace the Materials, so that it is no longer infringing (provided that such modification or replacement does not degrade the functionality, performance or quality of the affected Materials). In addition to the remedies set forth above, Supplier shall remain responsible for providing Services in accordance with this Agreement. If Supplier is unable, after using all reasonable efforts, to promptly implement the measures described in this Section 26.3 LS&Co. may, upon notice to Supplier: (x) obtain from a third party or itself provide those Services which Supplier failed to provide, and adjust the Charges to account for the corresponding reduction in Services after good faith discussions with Supplier regarding such adjustment; or (y) terminate this Agreement, in whole or in part, without payment of any Termination Charge, as of the date specified by LS&Co. in its notice of termination.

26.4 Indemnification Procedures. If any third party claim is commenced against a person or entity entitled to indemnification under Section 26.1 or Section 26.2 (the “**Indemnified Party**”), notice thereof shall be given to the Party that is obligated to provide indemnification (the “**Indemnifying Party**”) as promptly as practicable. If, after such notice, the Indemnifying Party acknowledges that this Agreement applies with respect to such claim, then the Indemnifying Party shall be entitled, if it so elects, in a notice promptly delivered to the Indemnified Party, but in no event less than 10 days prior to the date on which a response to such claim is due, to immediately take control of the defense and investigation of such claim and to employ and engage attorneys reasonably acceptable to the Indemnified Party to handle and defend the same, at the Indemnifying Party’s sole cost and expense. The Indemnified Party shall cooperate, at the cost of the Indemnifying Party, in all reasonable respects with the Indemnifying Party and its attorneys in the investigation, trial and defense of such claim and any appeal arising therefrom; except that the Indemnified Party may, at its own cost and expense, participate, through its attorneys or otherwise, in such investigation, trial and defense of such claim and any appeal arising therefrom. No settlement of a claim that involves a remedy other than the payment of money by the Indemnifying Party shall be entered into without the consent of the Indemnified Party. After notice by the Indemnifying Party to the Indemnified Party of its election to assume full control of the defense of any such claim, the Indemnifying Party shall not be liable to the Indemnified Party for any legal expenses incurred thereafter by such Indemnified Party in connection with the defense of that claim. If the Indemnifying Party does not assume full control over the defense of a claim subject to such defense as provided in this Section 26.4, the Indemnifying Party may participate in such defense, at its sole cost and expense, and the Indemnified Party shall have the right to defend the claim in such manner as it may deem appropriate, at the cost and expense of the Indemnifying Party.

27. DAMAGES.

27.1 Consequential Damages. Neither LS&Co. nor Supplier shall be liable for any indirect, incidental, special, or consequential damages, arising out of or relating to its

performance or failure to perform under this Agreement, even if advised of the possibility of such damages.

27.2 Direct Damages.

(a) **Definition of Direct Damages.** Notwithstanding the provisions of Section 27.1, Supplier shall be liable to LS&Co. for any direct damages arising out of or relating to Supplier's performance or failure to perform under this Agreement. For the purposes of this Agreement, the Parties agree that direct damages shall include the reasonable: (i) costs of reconstructing or reloading data (including such reconstruction costs as are allocated pursuant to Section 13.1); (ii) costs of implementing and performing work-arounds regarding a service failure; (iii) costs of replacing lost, stolen or damaged goods or materials; (iv) costs to procure replacement services from an alternate source as a result of a failure to perform, to the extent in excess of the applicable Charges; (v) overtime, straight time and other related expenses as a result of a failure to perform; (vi) payments or penalties imposed by a governmental or regulatory body as a result of a failure to comply; (vii) costs incurred by LS&Co. in transitioning the Services to another supplier or to LS&Co.'s internal staff in connection with LS&Co.'s termination of this Agreement in whole or in part in accordance with Section 23.4(a); and (viii) attorney's fees.

(b) **Cap on Direct Damages.** Notwithstanding Section 27.2(a), the liability of LS&Co. and Supplier, whether based on an action or claim in contract, equity, negligence, tort or otherwise, for any event, act or omission shall not exceed an amount equal to the sum of the aggregate of Charges paid for the [****]* consecutive month-period immediately preceding the date of the first occurrence of the applicable event, act, or omission giving rise to such damages (or if less than [****]* months have elapsed since the Effective Date, then [****]* times the average monthly Charges paid during the elapsed time since the Effective Date).

27.3 **Exclusions.** The limitations or exculpations of liability set forth in Section 27.1 (Consequential Damages) and Section 27.2(b) (Cap on Direct Damages) shall not apply to: (a) the failure of: (i) LS&Co. to make payments of undisputed Charges; or (ii) Supplier to issue credits (including Reduced Resource Credits and Service Level Credits) or otherwise make payments due under this Agreement; (b) a Party's indemnification obligations, as set forth in Article 26 (Indemnities); (c) breaches of Article 4 (Compliance) (excluding breaches of Section 4.6 (Performance Under Third Party Contracts)), Article 12 (Proprietary Rights) and Article 19 (Confidentiality); (d) Supplier obligations with respect to LS&Co. Data (including Article 13 (Data)) including such reconstruction costs as are allocated pursuant to Section 13.1 (Correction and Reconstruction); provided however that Supplier shall not be liable for any lost profits, lost revenue, lost savings and reputational harm (to the extent that the foregoing are consequential damages) to LS&Co. where the foregoing arise directly as a result of an error in, or destruction, loss or alteration of, LS&Co. Data caused by Supplier or Supplier Agents and despite the requirements of Section 13.1 (Correction and Reconstruction) there is no way to actually correct and/or reconstruct the particular LS&Co. Data; (e) liability resulting from the fraud, gross negligence, recklessness, or intentional or willful misconduct of a Party; (f) damages occasioned by Supplier's wrongful termination of this Agreement, abandonment of work performed or to be performed which work Supplier is otherwise obligated to perform under this Agreement, or willful refusal to provide the Services in a manner not permitted by this

Agreement (excluding in connection with a valid termination of this Agreement by Supplier pursuant to Section 23.4(b)); (g) claims arising out of a breach of Supplier's obligations under or the inaccuracy of a covenant by Supplier in Section 21.2; (h) claims relating to personal injury (including death) or property loss or damage resulting from the acts or omissions of a Party or its Affiliates or, in the case of LS&Co., the LS&Co. Agents and in the case of Supplier, the Supplier Agents; (i) fines, sanctions, damages, judgments or other penalties imposed on a Party by a Governmental Authority in connection with such Party's breach of applicable Law; (j) any amounts, including taxes, interest and penalties, assessed against a Party that are the obligation of the other Party pursuant to Article 16 (Taxes); and (k) otherwise to the extent that such limitation is not permitted by applicable Law.

28. INSURANCE.

28.1 Documentation. Supplier shall provide to LS&Co. within 10 business days after the Effective Date evidence of all insurance required hereunder, and thereafter at any time any insurance policy covered in this Article 28 is renewed, or upon request by LS&Co., during the Term and the Termination Assistance Period (except with respect to "claims made" policies for which Supplier shall provide evidence of insurance for 3 years after the End Date). The insurance companies providing such insurance must have an A.M. Best rating of A-VIII or better and be licensed or authorized to conduct business in all states in which LS&Co. does business. LS&Co. shall have the right to require Supplier to obtain the insurance required under this Article 28 from another insurance carrier in the event that Supplier's then current insurance carrier does not have an A.M. Best rating of A-VIII or better or is not licensed or authorized to conduct business in all states in which LS&Co. does business. All policies and certificates of insurance shall be written as primary policies with respect to Services performed and products supplied by Supplier and Supplier Agents and not written as policies contributing to, or to be used in excess of the LS&Co. insurance policies or any self-insurance program in which LS&Co. may participate with respect to such Services and products. The provisions of this Article 28 shall in no way limit the liability of Supplier. The obligations under this Article 28 are mandatory; failure of LS&Co. to request certificates of insurance or insurance policies shall not constitute a waiver of Supplier's obligations and requirements to maintain the minimal coverage specified. Supplier shall maintain, in its files, evidence of all subcontractors' insurance coverage.

28.2 Types and Amounts. During the Term and the Termination Assistance Period, and at its own cost and expense, Supplier shall, and shall cause all Supplier Agents to, obtain and maintain the following insurance coverage:

(a) Commercial General liability insurance covering all operations by or on behalf of LS&Co. and Supplier with a combined single annual aggregate limit of not less than [****]* and a limit of [****]* for each occurrence covering liability arising from premises, operation, independent contractors, products/completed operations, property (including loss of use thereof) personal injury, advertising injury and liability assumed under an insured contract.

(b) Professional liability insurance with a combined single annual aggregate limit of not less than [****]* and a limit of [****]* for each occurrence. Such

insurance shall cover any and all errors, omissions or negligent acts in the delivery of Systems, Services, Software and/or Equipment under this Agreement. Such errors and omissions insurance shall include coverage for claims and losses with respect to network risks (such as data breaches, unauthorized access/use, unauthorized access to systems/data by third parties, virus transmission, failure to protect, or wrongful disclosure, of confidential or sensitive information, identity theft, invasion of privacy, damage/loss/theft of data, degradation, downtime, etc.) and intellectual property infringement, such as copyrights, trademarks, service marks and trade dress. The Professional Liability Insurance retroactive coverage date shall be no later than the Effective Date.

- (c) Errors and Omission insurance in an amount not less than [****]* for each occurrence and in the aggregate.
- (d) Umbrella/Excess Coverage with respect to Commercial General Liability insurance, Workers' compensation insurance, and Automobile Liability insurance with a minimum combined single limit of [****]* for each occurrence and in the aggregate.
- (e) Workers' compensation insurance and other insurance as required by statute in the state in which the work shall be performed. Coverage shall include Employers Liability with a limit not less than [****]* for each accident involving bodily injury, [****]* for bodily injury by disease for each employee and [****]* in the aggregate for bodily injury by disease.
- (f) Automobile Liability insurance covering owned and unowned vehicles with a combined single limit of not less than [****]* for each occurrence. Such policy shall name LS&Co., LS&Co. Agents and Service Recipients as additional insured.
- (g) All risk property insurance covering all risk of physical loss or damage, including as a result of flood or earthquake, for the replacement value of any LS&Co.-owned property and papers on Supplier's premises.
- (h) If Supplier purchases "claims made" insurance, all acts and omissions of Supplier and its representatives and agents, shall be, during the Term and the Termination Assistance Period, "continually covered" notwithstanding the termination of this Agreement. In order for the acts and omissions of Supplier and its representatives and agents to be "continually covered" there must be insurance coverage for the entire period commencing on or prior to the Effective Date of this Agreement and ending on the date that is at a minimum three years after the End Date. Such insurance must satisfy the liability coverage requirements provided for in this Agreement. Supplier acknowledges and agrees that the provisions of this Article 28 may require Supplier to purchase "tail insurance" if its coverage lapses or if Supplier changes insurance carriers, even after this Agreement is terminated.

28.3 Policy Requirements. LS&Co. and LS&Co. Agents shall be listed on all such insurance policies (except workers' compensation insurance) obtained by Supplier and Supplier Agents as "Additional Insureds" up to the amount required of Supplier under this Agreement. Such policies shall expressly reference this Agreement with respect to LS&Co.'s status as "Additional Insured". If a "claims made" policy is purchased, then Supplier shall also purchase

adequate "tail coverage" for claims made against LS&Co. after such policy has lapsed or been canceled or this Agreement is no longer in effect. The provisions of Section 28.2 shall not be deemed to limit the liability of Supplier hereunder, or limit any rights that LS&Co. may have including, without limitation, rights of indemnity or contribution.

28.4 Risk of Loss. Supplier is responsible for the risk of loss of, or damage to, any property of LS&Co. in the possession or control of Supplier, unless such loss or damage was caused by the acts or omissions of LS&Co. or a LS&Co. Agent. Supplier is responsible for the risk of loss of, or damage to, any property of Supplier and Supplier Agents at a LS&Co. Location, unless such loss or damage was caused by the acts or omissions of LS&Co.

28.5 Subrogation. Supplier, on behalf of Supplier and Supplier's insurers, waives subrogation against LS&Co. and its Affiliates under the insurance coverage maintained by Supplier pursuant to this Agreement for losses or claims arising out of the insured party's acts or omissions. Evidence of such waiver reasonable satisfactory in form and substance to LS&Co. shall be exhibited on the Certificates of Insurance required by this Agreement.

29. MISCELLANEOUS PROVISIONS.

29.1 Assignment. Neither Party shall, without the consent of the other Party, assign this Agreement or any amounts payable pursuant to this Agreement, except that LS&Co. may assign this Agreement, in whole or in part, to: (a) an Affiliate or another entity or business unit of LS&Co.; or (b) pursuant to a Change in Control of LS&Co., a reorganization of LS&Co., or a transfer or sale of any business unit, line of business, product line, or substantial portion of its assets, without such consent. Upon LS&Co.'s assignment of this Agreement, LS&Co. shall be released from any obligation or liability under this Agreement. The consent of a Party to any assignment of this Agreement shall not constitute such Party's consent to further assignment. This Agreement shall be binding on the Parties and their respective successors and permitted assigns. Any assignment in contravention of this Section 29.1 shall be void.

29.2 Notices. Wherever under this Agreement one Party is required to give notice to the other, such notice shall be deemed effective: (a) 3 calendar days after deposit in the United States Mail, postage prepaid, certified or registered mail, return receipt requested; (b) 1 business day after deposit with a national overnight courier; (c) if given by email, that day such email is sent, provided confirmation of such notice is also sent by national overnight courier or delivered in person; or (d) upon delivery if delivered in person or by messenger, in each case, addressed to the following addresses (or such other address as either party may be notified of as described above):

For LS&Co.: Attention: LS&Co. Governance Executive
Levi Strauss & Co.,
1155 Battery Street San Francisco, CA 94111

with copies to

Attention: Chief Financial Officer
Levi Strauss & Co.,
1155 Battery Street San Francisco, CA 94111

and

Attention: General Counsel
Levi Strauss & Co.,
1155 Battery Street San Francisco, CA 94111

For Supplier:

Attention: Head of Legal - Americas
Wipro Limited
2 Tower Center Boulevard, Suite 2200
East Brunswick, NJ
Email: generalcounsel.office@wipro.com

Either Party may change its address or facsimile number for notification purposes by giving the other Party 10 days' notice of the new address or facsimile number and the date upon which it shall become effective.

29.3 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one single agreement between the Parties.

29.4 Relationship. The Parties intend to create an independent contractor relationship and nothing contained in this Agreement shall be construed to make either LS&Co. or Supplier partners, joint venturers, principals, agents (except as expressly provided to permit Supplier to manage the Managed Agreements) or employees of the other. No officer, director, employee, agent, Affiliate or contractor retained by Supplier to perform work on LS&Co.'s behalf under this Agreement shall be deemed to be an employee, agent or contractor of LS&Co. Neither Party shall have any right, power or authority, express or implied, to bind the other.

29.5 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to Law, then the remaining provisions of this Agreement, if capable of substantial performance, shall remain in full force and effect.

29.6 Waivers. No delay or omission by either Party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by any Party of any breach or covenant shall not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be signed by the Party waiving its rights.

29.7 Timing and Cumulative Remedies. No right or remedy herein conferred upon or reserved to either Party is exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy under this Agreement, or under applicable law, whether now or hereafter existing.

29.8 **Entire Agreement.** This Agreement and the Exhibits to this Agreement represent the entire agreement between the Parties with respect to its subject matter, and there are no other representations, understandings or agreements between the Parties relative to such subject matter.

29.9 **Amendments.** No amendment to, or change, waiver or discharge of, any provision of this Agreement shall be valid unless in writing and signed by, in the case of LS&Co., the LS&Co. Governance Executive, and in the case of Supplier, the Supplier Governance Executive.

29.10 **Survival.** Any provision of this Agreement which contemplates performance or observance subsequent to termination or expiration of this Agreement shall survive termination or expiration of this Agreement and continue in full force and effect. Without limiting the foregoing, the terms of Sections 1, 12, 13, 15.1, 15.2, 15.3, 16.1, 18.4, 19, 20.3, 25, 26, 27 and 29 shall survive the expiration or termination of this Agreement.

29.11 **Third Party Beneficiaries.** Except with respect to Affiliates and Service Recipients and, with respect to Article 26, an Indemnified Party, each Party intends that this Agreement shall not benefit, or create any right or cause of action in or on behalf of, any person or entity other than the Parties.

29.12 **Governing Law and Venue.** The rights and obligations of the parties under this Agreement shall be governed in all respects by the Laws of the United States and the State of California, without regard to conflicts of laws principles that would require the application of the laws of any other jurisdiction. Supplier agrees that it shall only bring any action or proceeding arising from or relating to this Agreement in the state and federal courts sitting and having jurisdiction in the City and County of San Francisco, California (and all appellate courts therefrom), and Supplier irrevocably submits to the personal jurisdiction and venue of any such court in any such action or proceeding or in any action or proceeding brought in such courts by LS&Co. Supplier further irrevocably consents to the service of process from any of the aforesaid courts by mailing copies thereof by registered or certified mail, postage prepaid, to Supplier at its address designated pursuant to this Agreement, with such service of process to become effective 30 days after such mailing.

29.13 **Covenant of Further Assurances.** LS&Co. and Supplier covenant and agree that, subsequent to the execution and delivery of this Agreement and, without any additional consideration, each of LS&Co. and Supplier shall execute and deliver any further legal instruments and perform any acts that are or may become necessary to effectuate the purposes of this Agreement.

29.14 **Export.** Supplier shall comply with all Export Controls, at its own expense and legal direction, and shall implement and maintain internal procedures to comply with Export Controls. Supplier shall obtain and maintain in effect all licenses, permits and authorizations required for the performance of its obligations hereunder and shall provide LS&Co. with all applicable information to enable LS&Co.'s compliance with all Export Controls, including providing applicable U.S. Export Control Classification Numbers and other information as LS&Co. may reasonably request. Supplier shall not access any LS&Co. Data from a country

embargoed by the U.S. Without limit, Supplier shall not export or re-export any Software, personal computer system, part, technology, technical data, information or sub-elements under this Agreement (“**Technical Data**”), directly or indirectly, in violation of Export Controls, and, furthermore, shall not distribute Technical Data to any country, firm or person that is prohibited for export or re-export. Supplier agrees to notify LS&Co. of any Technical Data that it will provide to LS&Co. pursuant to this Agreement that is subject to control under applicable export regulations under any classification other than EAR99 (or its non-U.S. equivalent) and, in such event, shall: (a) identify the Export Controls (e.g. EAR or ITAR) and classifications (e.g. ECCN) applicable to such Technical Data, including any required third party licenses, consents or authorizations; (b) notify LS&Co. of such Export Controls; (c) obtain any such required third party licenses, consents or authorizations or, if and as requested by LS&Co., cooperate with and assist LS&Co. in obtaining such third party licenses, consents or authorizations; and (d) provide any copies of such licenses, consents or authorizations requested by LS&Co. to demonstrate compliance with the Export Controls.

29.15 Conflict of Interest. Supplier shall not pay any salaries, commissions, fees or make any payments or rebates to any employee or agent of LS&Co., or to any designee of such employee or agent, or favor any employee or agent of LS&Co., or any designee of such employee or agent, or otherwise provide any gifts, entertainment, services or goods to such employees or agents that are of a value in excess of that which is reasonable and customary in LS&Co.’s industry, which might unduly influence LS&Co.’s actions with respect to Supplier, which might embarrass LS&Co. if revealed publicly, or which might violate any Law (collectively, “**Gratuities**”). Supplier agrees that its obligation to LS&Co. under this Section 29.15 shall also be binding upon Supplier Agents. Supplier further agrees to insert the provisions of this Section 29.15 in each contract with a Supplier Agent. If LS&Co. has a reasonable cause to believe that Supplier has, before or after the Effective Date, provided any Gratuities in violation of this Section 29.15, LS&Co. may, upon notice to Supplier, terminate this Agreement, in whole or in part, without payment of any Termination Charge, as of the date specified by LS&Co. in its notice of termination.

29.16 Publicity. Supplier will not use or make any direct or implied reference to LS&Co.’s trade name, brands, or company logo in any manner whatsoever, except with the specific prior approval of LS&Co. in each instance. Supplier shall not make any statement, advertisement or publicity, nor issue any marketing letter disclosing the existence, terms or the subject matter of this Agreement without the specific prior approval of LS&Co.

29.17 LS&Co. Reporting Hotline. As of the Effective Date, LS&Co. maintains a reporting hotline for its vendors and other interested parties to anonymously report any matters free of discrimination or retaliation pertaining to: (a) accounting, auditing or other financial reporting irregularities; (b) unethical business conduct (including safety, environment, conflicts of interest, theft and fraud); or (c) violations of applicable Law. The reporting hotline may be accessed by telephone or by Internet. LS&Co. reserves the right to investigate all reports made to the hotline in compliance with applicable Laws or as it otherwise deems necessary in accordance with LS&Co.’s policies and procedures.

29.18 Language Requirements. Supplier shall provide any and all documentation or Services that Supplier is required to provide pursuant to this Agreement (including all training)

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documentation) in English and, if required by LS&Co. in connection with LS&Co.'s business operations in regions where English is not the predominately-spoken language, or where the requirements of local law may require communications in certain languages in addition to English, in such other languages identified by LS&Co.

[The next page is the signature page.]

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**CONFIDENTIAL
EXECUTION VERSION**

IN WITNESS WHEREOF, each of LS&Co. and Supplier has caused this Agreement to be signed and delivered by its duly authorized representative.

Levi Strauss & Co.

Wipro Limited

Signature

Signature

Name

Name

Title

Title

MASTER SERVICES AGREEMENT

BY AND BETWEEN

LEVI STRAUSS & CO.,

AND

WIPRO LIMITED

NOVEMBER 7, 2014

**EXHIBIT 1
DEFINITIONS**

“**ABAC Policy**” has the meaning given in Section 4.5 of the Agreement.

“**Acceptance Testing Period**” has the meaning given in Exhibit 5.

“**Actual RUs**” has the meaning given in Exhibit 4.

“**Additional Criteria**” has the meaning given in Exhibit 3.

“**Additional Resource Charge**” or “**ARC**” has the meaning given in Exhibit 4.

“**ARC Rate**” has the meaning given in Exhibit 4.

“**Affected Contractors**” means those contractors of LS&Co. (or certain Affiliates) and LS&Co. Agents performing services related to the Services for LS&Co. (or certain Affiliates) prior to the Effective Date.

“**Affected Employees**” means those employees of LS&Co. (or certain Affiliates) and LS&Co. Agents performing services related to the Services for LS&Co. (or certain Affiliates) prior to the Effective Date.

“**Affiliate**” means, with respect to any entity, any other entity that now or in the future is Controlling, Controlled by, or under common Control with the entity, and in the case of LS&Co., includes any other entity that now or in the future: (a) is managed or operated by LS&Co., or (b) is owned through stock ownership by a shareholder of LS&Co.

“**Agreement**” has the meaning given in the Preamble of the Agreement.

“**Annual Certification**” has the meaning given in Section 4.5 of the Agreement.

“**Annual Review**” has the meaning given in Exhibit 5.

“**Annual Productivity Gains**” has the meaning given in Exhibit 4.

“**Applicable Terms**” means all terms of the Managed Agreements applicable to Supplier’s provision of the Services and Supplier’s use of the goods and services provided under the Managed Agreements.

“**At Risk Amount**” means for any month during the Term, [****]* percent of the Charges paid or payable by LS&Co. in such month.

“**Assigned Agreements**” has the meaning given in Exhibit 2.

“**Assignment Date**” has the meaning given in Exhibit 2.

“**Auditors**” has the meaning given in Section 18 of the Agreement.

“**Background Technology**” of a Party means all Intellectual Property that (a) is (i) owned or licensed by such Party or its Affiliates, or by third parties under contract to such Party or its Affiliates; and (ii) is in existence in electronic or written form on or prior to the Effective Date or

(b) is developed, acquired, or licensed by such Party after the Effective Date independently of the work undertaken pursuant to the Agreement.

“Base Charges” means the monthly charges associated with the Resource Baselines, which charges are subject to adjustment pursuant to ARCs and RRCs.

“Base Workforce” has the meaning given in Exhibit 4.

“Benchmark Results” means the final results of the Benchmarking Process delivered by the Benchmarker in a written report to LS&Co. and Supplier, including any supporting documentation requested by LS&Co. or Supplier to analyze the results of the Benchmarking Process.

“Benchmark Review Period” means the 30-day period following receipt by LS&Co. and Supplier of the Benchmark Results.

“Benchmarker” means a third party specified on Exhibit 11 that shall conduct the Benchmarking Process.

“Benchmarking Process” means the objective measurement and comparison process that measures the performance and cost to LS&Co. of the Services against the performance and cost of similar services in the industry.

“Benchmarking Report” has the meaning given in Section 17.3 of the Agreement.

“Benefits Services” means the benefit and related services set forth in Attachment 2.1.

“Billing Region” has the meaning given in Exhibit 4.

“Blocked Person” means any person or transaction: (a) named or listed by any Governmental Authority on a list maintained by such Governmental Authority as a known or suspected terrorist, terrorist organization, prohibited person or a special designated national; (b) subject to any economic, trade, or transactional sanctions imposed by any Governmental Authority on a list maintained by such Governmental Authority; or (c) otherwise banned or blocked pursuant to any Law.

“Change Management Process” means the process and procedures applicable to all Changes, as such process is set forth in the Operations Manual.

“Change in Control” means any event or series of events that result directly or indirectly in a change in the management or Control of a Party. Without limiting the generality of the foregoing, the following shall be considered a Change in Control: the (a) consolidation or merger of a Party with or into any entity; (b) sale, transfer or other disposition of all or substantially all of the assets of a Party; or (c) any change in the beneficial ownership of 20% or more (or such lesser percentage that constitutes Control) of the outstanding voting securities or other ownership interests of a Party.

“Change(s)” means any change to the Services, including change to the Software, Systems or Equipment used to provide the Services, if such change would alter in any material respect: (a) the functionality, performance standards or technical environment of the Software, Systems or Equipment used to provide the Services; (b) the manner in which the Services are provided; or (c) the composition of the Services.

“Chargeable Project Support” has the meaning given in Exhibit 4.

“Charges” means amounts payable by LS&Co. to Supplier pursuant to the Agreement.

“Claimed Error” has the meaning given in Section 17.3 of the Agreement.

“Commencement Date” means, with respect to a Service Category or specified part thereof, the date on which Supplier assumes responsibility for the provision of the applicable Services, as such date is specified in the Transition Plan.

“Commissioned Materials” means any Software, associated Documentation, or other materials developed by or on behalf of Supplier and Supplier Agents: (a) pursuant to Article 6; (b) pursuant to specifications or other directions provided by LS&Co. or LS&Co. Agents, whether such specifications or directions are developed alone by such Parties or jointly with the Supplier (regardless of whether or not developed pursuant to Article 6); or (c) pursuant to a Project that is part of the Services; in each case whether developed independently or jointly with LS&Co. or LS&Co. Agents.

“Comparable Deals” has the meaning given in Section 17.1 of the Agreement.

“Confidential Information” of LS&Co. or Supplier means all information and documentation of LS&Co. and Supplier, respectively, whether disclosed to or accessed by LS&Co. or Supplier in connection with the Agreement, including: (a) with respect to LS&Co., all LS&Co. Data and all information of LS&Co. or its respective customers, suppliers, contractors and other third parties doing business with LS&Co., including (i) information regarding its business, projects, operations, finances, activities, affairs, research, development, products, technology, network architecture, internal procedures, business models, business plans, business processes, marketing and sales plans, customers, finances, personnel data, computer system and program designs, processing techniques and generated outputs, procurement processes or strategies or suppliers, and any LS&Co. ideas, trade secrets, inventions (whether or not patentable), patent applications, proposals, techniques, formulas, methods of operation and other intellectual property, and (ii) any information that LS&Co. is required by Law or company policy to maintain as confidential, including personnel and payroll records, and any other information that relates to or is about, an identified or identifiable person (including LS&Co. Personal Data); (b) with respect to LS&Co. and Supplier, the terms of the Agreement; and (c) any information developed by reference to or use of LS&Co.’s or Supplier’s Confidential Information; except that apart from LS&Co. Personal Data or to the extent otherwise provided by Law, the term “Confidential Information” shall not include information that: (w) is independently developed by the recipient, as demonstrated by the recipient’s written records, without violating the disclosing Party’s proprietary rights; (x) is or becomes publicly known (other than through

unauthorized disclosure); (y) is already known by the recipient at the time of disclosure (other than through unauthorized disclosure), as demonstrated by the recipient's written records, and the recipient has no obligation of confidentiality other than pursuant to the Agreement or any confidentiality agreements between LS&Co. and Supplier entered into before the Effective Date; or (z) is rightfully received by a Party free of any obligation of confidentiality.

“Consumption Pricing” has the meaning given in Exhibit 4.

“Contract Change” means any change that would: (a) alter the cost of the Services to LS&Co.; or (b) modify any term or condition in the Agreement.

“Contract Change Log” has the meaning given in Exhibit 5.

“Contract Change Process” means the procedures and requirements set forth in Exhibit 5 applicable to a Contract Change.

“Contract Change Request” has the meaning given in Exhibit 5.

“Contract Year” means one of a series of consecutive 12-month periods during the Term, the first of which begins on June 1, 2015.

“Contractor Facilitation Meeting” has the meaning given in Exhibit 5.

“Control” means, with respect to any entity, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity, whether through the ownership of voting securities (or other ownership interest), by contract, or otherwise.

“CPR” has the meaning given in Section 17.5 of the Agreement.

“Critical Deliverable” has the meaning given in Exhibit 2.

“Critical Service Level” means a Service Level for which a Service Level Credit may be payable. Critical Service Levels are identified as “critical” in Exhibit 3.

“Critical Service Level Failure” has the meaning given in Exhibit 3.

“Critical Transition Milestone” means any milestone in the Transition Plan designated as a “critical” milestone.

“Cure Plan” has the meaning given in Section 18.3(b) of the Agreement.

“Data Protection Laws” means all Laws regarding data protection, privacy, data security or the handling of information about individuals in any jurisdiction where the Services are provided or received or where any processing of Personal Data relating to the provision or receipt of the Services takes place.

“Data Protection Model Clauses” has the meaning given in Section 13.8 of the Agreement.

“Deadband” has the meaning given in Exhibit 4.

“Deliverable Credit” has the meaning given in Exhibit 2.

“Deliverable” has the meaning given in Exhibit 2.

“Derivative Works” means works based upon one or more preexisting works, or any other form in which work is recast, transformed, revised, adapted or otherwise changed.

“Disaster Recovery Plan” has the meaning given in Section 14.1 of the Agreement.

“Dispute” has the meaning given in Section 22.1 of the Agreement.

“Divested Entity” has the meaning given in Section 5.5(b) of the Agreement.

“Documentation” means, with respect to Software and tools, all materials, documentation, specifications, technical manuals, user manuals, flow diagrams, file descriptions and other written information that describes the function and use of such Software or tools.

“EEA” had the meaning given in Section 13.3 of the Agreement.

“Effective Date” means November 7, 2014.

“End Date” means the last day of the Termination Assistance Period.

“Equipment” means computers and related equipment, including central processing units and other processors, controllers, modems, communications and telecommunications equipment (voice, data and video), cables, storage devices, printers, terminals, other peripherals and input and output devices, and other tangible mechanical and electronic equipment intended for the processing, input, output, storage, manipulation, communication, transmission and retrieval of information and data.

“Executive Steering Committee” means a committee established by the Parties pursuant to Exhibit 5 with an equal number of members from LS&Co. and Supplier.

“Existing Performance” has the meaning given in Exhibit 3.

“Export Controls” means all export control and national security laws or regulations of the United States, other countries and all other applicable Governmental Authorities, including the United States Department of Commerce Denial and Probation Orders and sanctions administered by the Office of Foreign Assets Control.

“Extension Period” means any extension by LS&Co. of the Initial Agreement Term in accordance with Section 2.2 of the Agreement.

“Fixed Fee” has the meaning given in Exhibit 4.

“Force Majeure Event” has the meaning given in Section 14.2 of the Agreement.

“FTE” has the meaning given in Exhibit 4.

“**FTE Increment**” has the meaning given in Exhibit 4.

“**Government Officials**” has the meaning given in Section 4.5 of the Agreement.

“**Governmental Approvals**” means all licenses, consents, permits, approvals and authorizations of any Governmental Authority, or any notice to any Governmental Authority, the granting of which is required by Law, including Regulatory Requirements, for the consummation and performance of the transactions contemplated by the Agreement or the provision of Services under the Agreement.

“**Governmental Authority**” means any Federal, state, municipal, local, territorial, or other governmental department, regulatory authority, or judicial or administrative body, whether domestic, foreign, or international.

“**Gratuities**” has the meaning given in Section 29.15 of the Agreement.

“**Income Tax**” means any tax on or measured by the net income of a corporation, partnership, joint venture, trust, limited liability company, limited liability partnership, association or other organization or entity (including taxes on capital or net worth that are imposed as an alternative to a tax based on net or gross income), or taxes which are of the nature of excess profits tax, gross receipts tax, minimum tax on tax preferences, alternative minimum tax, accumulated earnings tax, personal holding company tax, capital gains tax or franchise tax for the privilege of doing business.

“**Indemnified Party**” has the meaning given in Section 26.4 of the Agreement.

“**Indemnifying Party**” has the meaning given in Section 26.4 of the Agreement.

“**Individual Transition Managers**” has the meaning given in Section 5.1 of the Agreement.

“**Initial Agreement Expiration Date**” means May 31, 2020.

“**Initial Agreement Term**” has the meaning given in Section 2.1 of the Agreement.

“**Initial Review Period**” has the meaning given in Exhibit 3.

“**Intellectual Property Rights**” means all past, present, and future rights of the following types, which may exist or be created under the laws of any jurisdiction in the world: (a) rights associated with works of authorship, including exclusive exploitation rights, copyrights, moral rights, and mask works; (b) trademark and trade name rights and similar rights; (c) trade secret rights; (d) patents and industrial property rights; (e) other proprietary rights in intellectual property of every kind and nature; and (f) rights in or relating to registrations, renewals, extensions, combinations, divisions, and reissues of, and applications for, any of the rights referred to in subsections (a) through (e) of this sentence.

“**Intellectual Property**” means all algorithms, APIs, apparatus, circuit designs and assemblies, Confidential Information, databases and data collections, designs, diagrams, documentation, drawings, flow charts, formulae, ideas and inventions (whether or not patentable or reduced to

practice), know-how, materials, marketing and development plans, marks (including brand names, product names, logos, and slogans), methods, models, network configurations and architectures, procedures, processes, protocols, schematics, software code (in any form including source code and executable or object code), specifications, subroutines, techniques, tools, uniform resource identifiers, user interfaces, web sites, works of authorship, and other forms of technology and intellectual property.

“Interest” means the lesser of (a) the Wall Street Journal Prime Rate as published in the Wall Street Journal on the first business day of the month in which the undisputed amount was invoiced or (b) the maximum rate of interest allowed by Law.

“Issue” has the meaning given in Section 17.5 of the Agreement.

“Key Supplier Personnel” means the Supplier Governance Executive and such other members of the Supplier Staff designated as Key Supplier Personnel on Exhibit 13.

“Law” means any declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule, requirement or other binding restriction of or by any Governmental Authority, including any modified or supplemented version of the foregoing and any newly adopted Law replacing a previous Law.

“Losses” means any and all damages, fines, penalties, deficiencies, losses, liabilities (including settlements and judgments) and expenses (including interest, court costs, reasonable fees and expenses of attorneys, accountants and other experts and professionals or other reasonable fees and expenses of litigation or other proceedings or of any claim, default or assessment).

“LS&Co.” has the meaning given in the preamble to the Agreement.

“LS&Co. Agents” means the employees, officers, directors, agents, contractors, personnel and representatives of LS&Co., other than Supplier and Supplier Agents, exercising any of LS&Co.’s rights or performing any of LS&Co.’s obligations under the Agreement.

“LS&Co. Agent NDA” has the meaning given in Section 18.6(d) of the Agreement.

“LS&Co. Change in Law” means a change in a Law applicable to LS&Co. and its business (i.e., LS&Co. would be liable to a Governmental Authority in the case of non-compliance with the Law) that affect the receipt of the Services, other than Supplier Change in Law.

“LS&Co. Competitor” means the companies identified as competitors of LS&Co. and listed on Exhibit 12, as such list of competitors of LS&Co. may be updated by LS&Co. from time to time upon notice to Supplier; except that LS&Co. may provide such a notice no more than once in each calendar quarter.

“LS&Co. Consents” means all licenses, consents, permits, approvals and authorizations that are necessary to allow: (a) Supplier and Supplier Agents to use: (i) LS&Co.’s owned and leased assets; (ii) the services provided for the benefit of LS&Co. under LS&Co.’s third party services contracts; (iii) the LS&Co. Software; and (b) LS&Co. to assign the Assigned Agreements to

Supplier and Supplier to manage and administer the Managed Agreements, if any, pursuant to the terms of the Agreement.

“LS&Co. Data” means: (a) all data and information (i) submitted or made available to Supplier or Supplier Agents by or on behalf of LS&Co.; (ii) obtained, developed or produced by Supplier or Supplier Agents in connection with the Agreement; or (iii) to which Supplier or Supplier Agents have access in connection with the provision of the Services; and (b) all derivatives of any of the foregoing. LS&Co. Data includes any LS&Co. Personal Data contained therein.

“LS&Co. Default Cure Period” has the meaning given in Section 23.4(b) of the Agreement.

“LS&Co. Default Notice” has the meaning given in Section 23.4(b) of the Agreement.

“LS&Co. Derivative Works” means any Derivative Works of LS&Co. Software or LS&Co. Background Technology and any associated Documentation developed by or on behalf of LS&Co., including where developed by Supplier or Supplier Agents.

“LS&Co. Equipment” has the meaning given in Section 7.2 of the Agreement.

“LS&Co. Global Lead” means, with respect to a particular Service Category, the individual LS&Co. personnel with overall responsibility for that Service Category on a global basis. For clarity, the LS&Co. Global Lead does not include any regional lead with respect to the applicable Service Category.

“LS&Co. Governance Executive” has the meaning given in Section 10.1 of the Agreement.

“LS&Co. Governmental Approvals” means all Governmental Approvals that LS&Co. is required by Law to obtain, maintain, or provide, other than Supplier Governmental Approvals.

“LS&Co. Marks” has the meaning given in Section 12.8 of the Agreement.

“LS&Co.-Owned Materials” has the meaning given in Section 12.6 of the Agreement.

“LS&Co. Personal Data” means any LS&Co. Data which is Personal Data.

“LS&Co. Policies” means: (a) the policies and standards of LS&Co. applicable to the Services (such as LS&Co.’s Worldwide Code of Business Conduct, the ABAC Policy, the LS&Co. Terms of Engagement and policies covering information and physical security, professional conduct, health and safety, access to physical locations, access to and use of information systems) as may be made available to Supplier by LS&Co. from time to time, including any such policies and standards applicable at an individual LS&Co. Service Location; (b) the business control and information protection policies and standards as may be made available to Supplier by LS&Co. from time to time (including the Global Information Security Policies and Standards); (c) the policies and standards listed on Exhibit 9, as amended by LS&Co. from time to time; and (d) any related LS&Co. procedures that implement the policies and standards in clauses (a) through (c) (inclusive), as such procedures may be made available to Supplier by LS&Co. from time to time.

“LS&Co. Proprietary Software” means Software and any associated Documentation that is owned, acquired or developed by LS&Co. and used in connection with the provision of the Services.

“LS&Co. Service Location(s)” means the locations of LS&Co. at which Services are provided to LS&Co. by Supplier and Supplier Agents.

“LS&Co. Software” means the LS&Co. Proprietary Software, the LS&Co. Third Party Software, and the LS&Co. Derivative Works, collectively.

“LS&Co. Terms of Engagement” means LS&Co.’s Business Partner Terms of Engagement, as amended from time to time. At the Effective Date, LS&Co.’s Business Partner Terms of Engagement are included within LS&Co.’s Sustainability Guidebook.

“LS&Co. Third Party Contractors” has the meaning given in Section 5.6 of the Agreement.

“LS&Co. Third Party Software” means the Software and Documentation that is licensed or leased by LS&Co. from a third party and used in connection with the provision of the Services.

“LS&Co. Tools” has the meaning given in Exhibit 4.

“LS&Co. Transition Responsibility” has the meaning given in Section 5.1 of the Agreement.

“Malware” has the meaning given in Section 21.2(e) of the Agreement.

“Managed Agreement” has the meaning given in Exhibit 2.

“Managed Agreement Invoice” has the meaning given in Exhibit 2.

“Materials” has the meaning specified in Section 21.2(c) of the Agreement.

“Measuring Tools” has the meaning given in Exhibit 3.

“Measurement Interval” has the meaning given in Exhibit 3.

“Milestone Amount” has the meaning given in Exhibit 4.

“Minimum Service Level” means the minimum level of performance for a Service Level as set forth in Exhibit 3.

“Monthly Workforce Charge” has the meaning given in Exhibit 4.

“New Entity” and **“New Entities”** has the meaning given in Section 5.5(a) of the Agreement.

“New Service” means any new service or significant change to the Services requested by LS&Co.: (a) that is materially different from the Services; (b) that requires materially different levels of effort or resources from Supplier; and (c) for which there is no current Resource Baseline or charging methodology. New Services shall not include (y) increases in the volume

of Services, or (z) the disaggregation of an existing Service from a category of Services (or other functional service area).

“New Service Proposal” has the meaning given in Section 6.1 of the Agreement.

“Nonconformity” has the meaning given in Exhibit 5.

“Non-Critical Services” has the meaning given in Section 11.7 of the Agreement.

“Objection Notice” has the meaning given in Exhibit 3.

“Operations Manual” means the manual prepared by Supplier in accordance with the schedule set forth in the Transition Plan and the requirements in Exhibit 5 that contains the Change Management Process and related procedures that Supplier must follow in connection with changes to the Services, the Systems and LS&Co.’s technology environment.

“Overhead Functions” has the meaning given in Exhibit 4.

“Parties” means LS&Co. and Supplier, collectively.

“Party” means either LS&Co. or Supplier, as applicable.

“Pass-Through Expense” means a third party expense that the Parties have agreed shall be paid directly by LS&Co. without markup, commission or rebate and administered by the Supplier. All pass-through expenses are designated in Exhibit 4.

“Payment Based Milestone” has the meaning given in Exhibit 4.

“Performance Target” has the meaning given in Exhibit 3.

“Personnel Projection Matrix” has the meaning given in Exhibit 4.

“Permitted Areas” has the meaning given in Section 7.3 of the Agreement.

“Permitted Parties” has the meaning given in Section 19.1 of the Agreement.

“Personal Data” means any (a) information or data which identifies or is capable of identifying an individual, or is otherwise defined as “personal information” or “personal data” by applicable Laws including: (i) an individual’s name, address, phone number, e-mail address, initials, social security number, ID number or credit card information; and (ii) information, data and materials, including demographic, medical and financial information, that relate to the past, present, or future physical or mental health or condition of an individual or the provision of health care to an individual, and (b) other information or data which relates to a living individual who can be identified from that information or data, or from that data and information and other data or information which is in the possession of, or is likely to come into the possession of, the data controller or a third party, and includes any expression of opinion about the individual and any indication of the intentions of the data controller or any other person in respect of the individual.

“Pricing Table” has the meaning given in Exhibit 4.

“Processing” means, in relation to information or data, obtaining, recording or holding the information or data or carrying out any operation or set of operations on the information or data, including organization, adaptation or alteration of the information or data; retrieval, consultation or use of the information or data; disclosure of the information or data by transmission, dissemination or otherwise making it available; or alignment, combination, blocking, erasure or destruction of the information or data, and **“process / processes / processed”** shall be interpreted accordingly.

“Process Improvement Team” has the meaning given in Exhibit 5.

“Productive Hours” has the meaning given in Exhibit 4.

“Project” means any discrete amount of work undertaken in accordance with Exhibit 2 that is not a Service, New Service or Change. Each Project must be carried out pursuant to the approval process in Exhibit 2 and the Operations Manual. In no event will any of the following activities be considered Projects for purposes of the Agreement: (a) any activity that is already within the scope of the Services; and (b) any activities that were not approved by LS&Co. pursuant to the Agreement.

“Rates” has the meaning given in Exhibit 4.

“Reduced Resource Credit” or **“RRC”** has the meaning given in Exhibit 4.

“Region” has the meaning given in Exhibit 3.

“Regional Service Delivery Manager” has the meaning given in Exhibit 5.

“Regulatory Requirements” means the Laws to which LS&Co. is required to submit, or voluntarily submits, from time to time.

“Relief Event” has the meaning given in Exhibit 3.

“Resource” has the meaning given in Exhibit 4.

“Resource Baseline” has the meaning given in Exhibit 4.

“Resource Unit” or **“RU”** has the meaning given in Exhibit 4.

“RRC Rate” has the meaning given in Exhibit 4.

“Sarbanes-Oxley” means the Sarbanes-Oxley Act of 2002 and the rules and regulations promulgated thereunder or any successor or similar Laws.

“Service Audit Standards” means the standards applicable to the provision of a service audit by a service auditor (e.g., a SOC Report), including any applicable auditing standards, including any modified or supplemented version of the foregoing and any newly adopted standard replacing a previous standard. At the Effective Date the applicable Service Audit Standards are the

International Standard on Assurance Engagements No. 3402 and the Statement on Standards Attestation Engagements No. 16.

“Service Category” means a grouping of elements of the Services, as provided in Exhibit 2.

“Service Category Regional Tower Lead Committee” has the meaning given in Exhibit 5.

“Service Level” means a component of the Services that is measured in accordance with the criteria given in Exhibit 3.

“Service Level Credit” means an amount credited to LS&Co. as a result of a Service Level Failure.

“Service Level Definitions Document” has the meaning given in Exhibit 3.

“Service Level Failure” has the meaning given in Exhibit 3.

“Service Level Improvement Plan” has the meaning given in Exhibit 3.

“Service Level Report” has the meaning given in Exhibit 3.

“Service Location(s)” means any LS&Co. Service Location or Supplier Service Location, as applicable.

“Service Recipients” means LS&Co., LS&Co. Agents and customers, business partners, vendors and joint venture partners whose relationship with LS&Co. involves the use of or interaction with the Services, including LS&Co. Third Party Contractors (to the extent that such LS&Co. Third Party Contractors are performing services for LS&Co. and need access to LS&Co. systems).

“Service Tax” has the meaning given in Section 16.2 of the Agreement.

“Services” has the meaning given in Section 3.1 of the Agreement.

“SOC” has the meaning given in Section 18.3(a) of the Agreement.

“SOC Reports” has the meaning given in Section 18.3(a) of the Agreement.

“Software” means: (a) the source code and object code versions of any applications, operating system software, computer software languages, utilities, other computer programs, in whatever form or media, including the tangible media upon which the foregoing are recorded, together with all corrections, improvements, updates and releases thereof; (b) any software development and performance testing tools, and related know-how, methodologies, processes, technologies or algorithms; and (c) any Documentation related to any of the foregoing.

“Spike Notice” has the meaning given in Exhibit 4.

“Standards” has the meaning given in Section 18.3(b) of the Agreement.

“**Statement of Work**” means the description of certain Services and Supplier obligations specified in Exhibit 2.

“**Step-In Date**” has the meaning given in Section 14.5 of the Agreement.

“**Step-Out Date**” has the meaning given in Section 14.5 of the Agreement.

“**Step-Out Notice**” has the meaning given in Section 14.5 of the Agreement.

“**Step-Out Plan**” has the meaning given in Section 14.5 of the Agreement.

“**Stranded Costs**” means: (a) the reasonable and actual severance cost incurred by Supplier to terminate dedicated (as of the time of the termination of the Agreement) Supplier Staff providing Services exclusively in the terminated Service Category whose employment with Supplier cannot reasonably be continued; provided that: (i) LS&Co. shall only be liable to reimburse termination benefits which Supplier is obligated to provide by applicable Law and/or by Supplier’s policies applicable to all employees of Supplier providing services similar to the Services; (ii) Supplier shall not be entitled to recover such expenses that are associated with any dedicated Supplier Staff transitioned to LS&Co. in connection with the termination of a Service Category; (iii) Supplier shall not be entitled to recover such expenses that are associated with any dedicated Supplier Staff that have been re-deployed at the effective date of termination; and (iv) Supplier shall not be entitled to recover such expenses to the extent that they exceed 2 calendar months of actual demonstrated salaries, and related expenses previously paid to such dedicated member of the Supplier Staff; (b) costs associated with early termination of third party service agreements exclusively dedicated to LS&Co. (at the time of the termination of the Agreement), to the extent that such third party service agreements cannot reasonably be redeployed; and (c) unamortized investments in tools, hardware, pre-paid software and other operations infrastructure used by Supplier primarily to provide the Services in the applicable Service Category (such investments to be amortized over a standard 36-month period with the exception of pre-paid software which will be amortized over no more than a 12-month period). In connection with the recovery of any Stranded Costs under the Agreement, Supplier shall submit a detailed estimate of the anticipated Stranded Costs, together with a description of the manner in which such expenses may be mitigated or reduced, within 30 days of the determination that such expenses will be payable under the Agreement. Stranded Costs to be recovered by Supplier shall be reduced to the extent LS&Co. or its designees assume financial obligations that Supplier would otherwise have incurred as a result of a termination of the Agreement by LS&Co. In addition, Supplier shall, in all cases, use all reasonable efforts to minimize the amount of any Stranded Costs.

“**Substantial Change**” has the meaning given in Exhibit 4.

“**Substantial Workforce Change**” has the meaning given in Exhibit 4.

“**Successor**” has the meaning given in Section 25.1 of the Agreement.

“**Supplier**” has the meaning given in the preamble to the Agreement.

“Supplier Agents” means the employees, officers, directors, agents, contractors, personnel and representatives of Supplier performing any of Supplier’s obligations under the Agreement.

“Supplier Change in Law” means a change in a Law applicable to Supplier and Supplier’s business (i.e., Supplier would be liable to a Governmental Authority in the case of non-compliance with the Law) that affect the provision or receipt of the Services, together with any change in a Law that applies to LS&Co. as a result of the consummation of the transactions contemplated by the Agreement.

“Supplier Competitor” means those competitors specified on Exhibit 12.

“Supplier Consents” means all licenses, consents, permits, approvals and authorizations that are necessary to allow: (a) Supplier and Supplier Agents to use: (i) the Supplier Software and Supplier tools, (ii) any assets owned or leased by Supplier; and (iii) any other Software or Equipment used in connection with the Services; (b) Supplier and Supplier Agents to: (i) use any third party services retained by Supplier to provide the Services during the Term and the Termination Assistance Period; and (ii) grant to LS&Co. the rights (including assignments of Intellectual Property Rights) in the LS&Co.-Owned Materials and other Intellectual Property transferred or licensed to LS&Co. hereunder; and (d) Supplier to fulfill its obligations under Article 25 of the Agreement.

“Supplier Default Cure Period” has the meaning given in Section 23.4(a) of the Agreement.

“Supplier Default Notice” has the meaning given in Section 23.4(a) of the Agreement.

“Supplier Delivery Processes” has the meaning given in Exhibit 5.

“Supplier Derivative Works” means Derivative Works of Supplier Software, Supplier Background Technology, and any associated Documentation developed by or on behalf of Supplier or Supplier Agents, excluding in all cases, Commissioned Materials.

“Supplier Equipment” means that Equipment leased or owned by Supplier and Supplier Agents that is used by Supplier and Supplier Agents to provide the Services.

“Supplier Global Lead” means, with respect to a particular Service Category, the individual Supplier Staff member with overall responsibility for that Service Category on a global basis. For clarity, the Supplier Global Lead does not include any regional lead with respect to the applicable Service Category.

“Supplier Governance Executive” has the meaning given in Section 10.2 of the Agreement.

“Supplier Governmental Approvals” means all Governmental Approvals that Supplier is required by Law to obtain, maintain, or provide, together with any Governmental Approvals that either Party is required by Law to obtain, maintain or provide as a result of the Agreement.

“Supplier Parent” means Wipro Limited, an India registered company with its head office in Bangalore.

“Supplier Proprietary Software” means the Software owned by or on behalf of Supplier and used in connection with the Services.

“Supplier Service Location” means a location of Supplier or Supplier Agent approved by LS&Co. and listed on Exhibit 7.

“Supplier Software” means the Supplier Proprietary Software, the Supplier Third Party Software and the Supplier Derivative Works, collectively.

“Supplier Staff” means the personnel of Supplier and Supplier Agents who provide the Services.

“Supplier Third Party Software” means the Software and Documentation licensed, leased or otherwise obtained by Supplier from a third party that is used in connection with the Services or with any Supplier Software or LS&Co. Software.

“Supplier Tools” has the meaning given in Exhibit 4.

“Supplier Transition Director” has the meaning given in Section 5.1 of the Agreement.

“Systems” means the Software, tools and the Equipment, collectively, used in connection with the Services.

“Technical Data” has the meaning given in Section 29.14 of the Agreement.

“Term” means the Initial Agreement Term and any renewal terms agreed to by the Parties in accordance with Section 2.2 of the Agreement.

“Termination Assistance Period” means a period of time designated by LS&Co., commencing on a date designated by LS&Co., after LS&Co. has determined that there shall be a termination or expiration of the Agreement or any other cessation of all or any part of the Services (including due to a divestiture or partial termination by LS&Co.), in each case as requested by LS&Co. and continuing for up to 18 months after the last day of the Term, and which may be extended by LS&Co. for up to an additional 6 months, during which Supplier shall provide the Termination Assistance Services with respect to any part of the Services being terminated in accordance with Article 25 of the Agreement.

“Termination Assistance Services” means Supplier’s (and Supplier Agents’) provision of: (a) the Services (and any replacements thereof or substitutions therefore); (b) cooperation with LS&Co. and Successor as necessary to facilitate the smooth and orderly transition of the Services to Successor; (c) information relating to the number and function of each of the Supplier Staff; (d) subject to the approval of LS&Co., a plan for the smooth and orderly transition of the performance of the Services from Supplier to LS&Co. or Successor; (e) training for personnel of LS&Co. and/or Successor in the performance of the Services being transitioned to Successor; (f) access to the Supplier Staff so that LS&Co. or its designees may extend offers of employment to such staff; waivers of Section 11.8 of the Agreement with respect to Supplier Staff; waivers of any prohibitions in any employment agreements with such individuals that may restrict such individuals from accepting offers from LS&Co. or Successor; cooperation with

Successors efforts to hire such staff, including not making counter offers; (g) information related to the Services that will assist LS&Co. in drafting requests for proposals relating to the Services, and cooperation with, and due diligence information for, recipients of such requests for proposals; and (h) other services requested by LS&Co. necessary to facilitate the transfer of Services.

“Termination Charge” has the meaning given in Section 24.1 of the Agreement.

“Test” has the meaning given in Section 18.3(b) of the Agreement.

“Third Party Contracts” means: (a) the third party agreements, if any, that are assigned to Supplier in connection with the Agreement; and (b) and the Managed Agreements, collectively.

“Transition Charge” means a charge for the Transition Services. The Transition Charge is specified by Transition Milestone in Exhibit 8, with each such payment due and payable in accordance with the terms in Exhibit 4 and the Agreement.

“Transition Credit” means a credit applied against the Charges as a result of Supplier’s failure to meet a Transition Milestone, which credit is specified in the Transition Plan.

“Transition Milestones” means milestones, including Critical Transition Milestones, relating to Supplier’s obligations to complete certain Transition Services on certain dates in accordance with the Transition Plan. The Transition Milestones are specified in the Transition Plan.

“Transition Period” means the period after the Effective Date during which Supplier is providing Transition Services with respect to a portion of the Services (as such portion of the Services is identified in the Transition Plan) prior to the Commencement Date for such portion of such Services.

“Transition Plan” means the high-level transition plan set forth in Exhibit 8 and any more detailed transition plan developed by Supplier and approved by LS&Co. after the Effective Date.

“Transition Services” has the meaning given in Section 5.1 of the Agreement.

“Undertakings” has the meaning given in Exhibit 2.

“Unit Rate” has the meaning given in Exhibit 4.

“Use” means the right to use, execute, reproduce, perform, display, maintain, modify, enhance, create Derivative Works of, make and have made.

“Validated Average” has the meaning given in Exhibit 3.

“Validation Period” has the meaning given in Exhibit 3.

“Validation Service Level” has the meaning given in Exhibit 3.

“Volume Band” has the meaning given in Exhibit 4.

CONFIDENTIAL TREATMENT REQUESTED – REDACTED COPY

**CONFIDENTIAL
EXECUTION VERSION**

“**Wave**” has the meaning given in Exhibit 8.

“**Weighting Factor**” has the meaning given in Exhibit 3.

“**Work Order**” has the meaning given in Exhibit 2.

“**Work Product**” means any manuals, reports, diagrams, data models, schematics, training materials and similar items created by Supplier or Supplier Agents in the course of performing the Services.

LEVI STRAUSS & CO. AND SUBSIDIARIES

Statements re: Computation of Ratio of Earnings to Fixed Charges

	Year Ended				
	November 30, 2014	November 24, 2013	November 25, 2012	November 27, 2011	November 28, 2010
(Dollars in thousands)					
Earnings:					
Income before income taxes	\$ 153,854	\$ 322,613	\$ 195,881	\$ 202,827	\$ 235,598
Add: Fixed charges	182,831	195,071	197,771	192,256	190,425
Add: Amortization of capitalized interest	1,040	876	571	334	152
Subtract: Capitalized interest	905	1,201	1,028	2,009	881
Total earnings	<u>\$ 336,820</u>	<u>\$ 517,359</u>	<u>\$ 393,195</u>	<u>\$ 393,408</u>	<u>\$ 425,294</u>
Fixed Charges:					
Interest expense (includes amortization of debt discount and costs)	\$ 117,597	\$ 129,024	\$ 134,694	\$ 132,043	\$ 135,823
Capitalized interest	905	1,201	1,028	2,009	881
Interest factor in rental expense ⁽¹⁾	64,329	64,846	62,049	58,204	53,721
Total fixed charges	<u>\$ 182,831</u>	<u>\$ 195,071</u>	<u>\$ 197,771</u>	<u>\$ 192,256</u>	<u>\$ 190,425</u>
Ratio of earnings to fixed charges	<u>1.8 x</u>	<u>2.7 x</u>	<u>2.0 x</u>	<u>2.0 x</u>	<u>2.2 x</u>

(1) Utilized an assumed interest factor of 33% in rental expense.

Subsidiaries of the Registrant**LEVI STRAUSS & CO.**

<u>Subsidiary</u>	<u>Jurisdiction of Formation</u>
Levi Strauss (Australia) Pty. Ltd.	Australia
Levi Strauss & Co. Europe SCA	Belgium
Levi Strauss Benelux Retail BVBA	Belgium
Levi Strauss Continental, S.A.	Belgium
Levi Strauss International Group Finance Coordination Services	Belgium
Majestic Insurance International, Ltd.	Bermuda
Levi Strauss do Brasil Franqueadora Ltda.	Brazil
Levi Strauss do Brasil Industria e Comercio Ltda.	Brazil
Levi Strauss & Co. (Canada) Inc.	Canada
Levi Strauss Commerce (Shanghai) Limited	China
Levi's Footwear & Accessories (China) Ltd	China
Levi Strauss Praha, spol. s.r.o.	Czech Republic
Levi's Footwear & Accessories France S.A.S.	France
Paris - O.L.S. S.A.R.L.	France
Levi Strauss Germany GmbH	Germany
Levi Strauss Hellas S.A.	Greece
Levi Strauss (Hong Kong) Limited	Hong Kong
Levi Strauss Global Trading Company II, Limited	Hong Kong
Levi Strauss Global Trading Company Limited	Hong Kong
Levi's Footwear & Accessories HK Limited	Hong Kong
Levi Strauss Hungary Trading Limited Liability Company	Hungary
Levi Strauss (India) Private Limited	India
PT Levi Strauss Indonesia	Indonesia
Levi Strauss Italia S.R.L.	Italy
Levi's Footwear & Accessories Italy SpA	Italy
World Wide Logistics S.R.L.	Italy
Levi Strauss Japan Kabushiki Kaisha	Japan
Levi Strauss Korea Ltd.	Korea, Republic of
Levi Strauss (Malaysia) Sdn. Bhd.	Malaysia
LS Retail (Malaysia) Sdn. Bhd.	Malaysia
Levi Strauss Mauritius Limited	Mauritius
Administradora Levi Strauss Mexico, S.A. de C.V.	Mexico
Distribuidora Levi Strauss Mexico, S.A. de C.V.	Mexico
Levi Strauss de Mexico, S.A. de C.V.	Mexico
Levi Strauss Nederland B.V.	Netherlands
Levi Strauss Nederland Holding B.V.	Netherlands
LVC B.V.	Netherlands
Levi Strauss New Zealand Limited	New Zealand
Levi Strauss Pakistan (Private) Limited	Pakistan
Levi Strauss Philippines, Inc.	Philippines
Levi Strauss Philippines, Inc. II	Philippines

Levi Strauss Poland SP z.o.o.	Poland
"Levi Strauss Moscow" Limited Liability Company	Russian Federation
Levi Strauss Asia Pacific Division, PTE. LTD.	Singapore
Levi Strauss South Africa (Proprietary) Limited	South Africa
Levi Strauss de Espana, S.A.	Spain
Levi's Footwear & Accessories Spain S.A.	Spain
Levi Strauss (Suisse) SA	Switzerland
Levi's Footwear & Accessories (Switzerland) S.A.	Switzerland
Levi Strauss Istanbul Konfeksiyon Sanayi ve Ticaret A.S.	Turkey
Levi Strauss Dis Ticaret Limited Sirketi	Turkey
Levi Strauss (U.K.) Limited	United Kingdom
Levi Strauss Pension Trustee Ltd.	United Kingdom
Levi's Footwear & Accessories UK Limited	United Kingdom
Industrie Denim, LLC	United States (California)
Levi Strauss International	United States (California)
Levi Strauss International, Inc.	United States (Delaware)
Levi Strauss, U.S.A., LLC	United States (Delaware)
Levi Strauss-Argentina, LLC	United States (Delaware)
Levi's Only Stores Georgetown, LLC	United States (Delaware)
Levi's Only Stores, Inc.	United States (Delaware)
LVC, LLC	United States (Delaware)
Levi Strauss Vietnam Co. Ltd	Vietnam

**CERTIFICATION OF CHIEF EXECUTIVE OFFICER
PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT**

I, Charles V. Bergh, certify that:

1. I have reviewed this annual report on Form 10-K of Levi Strauss & Co.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/S/ CHARLES V. BERGH

Charles V. Bergh

President and Chief Executive Officer

Date: February 12, 2015

**CERTIFICATION OF CHIEF FINANCIAL OFFICER
PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT**

I, Harmit Singh, certify that:

1. I have reviewed this annual report on Form 10-K of Levi Strauss & Co.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/S/ HARMIT SINGH

Harmit Singh

Executive Vice President and Chief Financial Officer

Date: February 12, 2015

**CERTIFICATION BY THE CHIEF EXECUTIVE OFFICER AND CHIEF FINANCIAL OFFICER
PURSUANT TO 18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

This certification is not to be deemed filed pursuant to the Securities Exchange Act of 1934, as amended, and does not constitute a part of the Annual Report of Levi Strauss & Co., a Delaware corporation (the "Company"), on Form 10-K for the period ended November 30, 2014, as filed with the Securities and Exchange Commission on the date hereof (the "Report").

In connection with the Report, each of the undersigned officers of the Company does hereby certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company as of, and for, the periods presented in the Report.

/S/ CHARLES V. BERGH

Charles V. Bergh
President and Chief Executive Officer
February 12, 2015

/S/ HARMIT SINGH

Harmit Singh
Executive Vice President and Chief Financial Officer
February 12, 2015

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FORM 10-K/A

LEVI STRAUSS & CO - N/A

Filed: February 13, 2015 (period: November 30, 2014)

Amendment to a previously filed 10-K

UNITED STATES SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

Amendment No. 1 to

FORM 10-K/A

(Mark One) _____

- ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

or

- TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the Fiscal Year Ended November 30, 2014

Commission file number: 002-90139

LEVI STRAUSS & CO.

(Exact Name of Registrant as Specified in Its Charter)

DELAWARE

(State or Other Jurisdiction of Incorporation or Organization)

94-0905160

(I.R.S. Employer Identification No.)

1155 Battery Street, San Francisco, California 94111

(Address of Principal Executive Offices) (Zip Code)

(415) 501-6000

(Registrant's Telephone Number, Including Area Code)

Securities registered pursuant to Section 12(b) of the Act: None

Securities registered pursuant to Section 12(g) of the Act: None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes No

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes No

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K (§229.405 of this chapter) is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, or a non-accelerated filer or a smaller reporting company. See definition of "Large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer

Accelerated filer

Non-accelerated filer

Smaller reporting company

(Do not check if a smaller reporting company)

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes No

The Company is privately held. Nearly all of its common equity is owned by descendants of the family of the Company's founder, Levi Strauss, and their relatives. There is no trading in the common equity and therefore an aggregate market value based on sales or bid and asked prices is not determinable.

Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of the latest practicable date.

Common Stock \$.01 par value — 37,434,738 shares outstanding on February 9, 2015

Documents incorporated by reference: None

EXPLANATORY NOTE

This Amendment No. 1 to Levi Strauss & Co.'s Annual Report on Form 10-K is being amended hereby solely to include Exhibit 10.25 which was not included in the Form 10-K filed with the Securities and Exchange Commission on February 12, 2015 due to technical difficulties. No other changes have been made to the Form 10-K. This Amendment No. 1 speaks of the original filing date of the Form 10-K, does not reflect events that may have occurred subsequent to the original filing date, and does not modify or update in any way disclosures made in the original Form 10-K.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

Date: February 12, 2015

LEVI STRAUSS & Co.
(Registrant)

By: _____ /s/ HARMIT SINGH
Harmit Singh
Executive Vice President and
Chief Financial Officer

EXHIBIT INDEX

- 10.25 Exhibits to the Master Services Agreement, by and between the Registrant and Wipro Limited. Filed herewith. **
- 31.1 Certification of the Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002. Filed herewith.
- 31.2 Certification of the Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002. Filed herewith.

** Portions of this exhibit are subject to a request for confidential treatment and have been redacted and filed separately with the Commission.

Exhibit 10.25

MASTER SERVICES AGREEMENT

BY AND BETWEEN

LEVI STRAUSS & CO.

AND

WIPRO LIMITED

NOVEMBER 7, 2014

**EXHIBIT 2
DESCRIPTION OF SERVICES**

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LS&Co. - Exhibit 2 - Description of Services

1. INTRODUCTION.

- 1.1 **Purpose.** This Exhibit describes the Services to be performed for LS&Co. by Supplier pursuant to the Agreement.
- 1.2 **References.** References to an Attachment, Appendix, Section or Article shall be to such Attachment or Appendix to, or Section or Article of, this Exhibit unless otherwise provided. A reference to Exhibit includes a reference to the Attachments and Appendices attached hereto.
- 1.3 **Definitions.** As used in this Exhibit, capitalized terms shall have the meanings set forth in Exhibit 1. Other terms used in this Exhibit are defined where they are used and have the meanings there indicated. The following terms shall have the meaning set out below:
- (a) **“Assigned Agreements”** means the third party agreements, if any, that the Parties agree are to be assigned to Supplier in connection with the Agreement. As of the Effective Date, there are no Assigned Agreements.
 - (b) **“Assignment Date”** has the meaning given in Section 3.2.
 - (c) **“Critical Deliverable”** has the meaning given in Section 5.3.
 - (d) **“Deliverable”** means a deliverable (including any material, document, information or data) to be provided to LS&Co. by Supplier pursuant to the Agreement, including anything that is specified as such in a Work Order, the Transition Plan, a New Services Proposal or elsewhere in the Agreement. A Deliverable may include software, documentation, manuals, instructions, specifications and requirements or project plans. For clarity, for any Deliverable that consists of Software, Supplier shall provide as part of such Deliverable all source code and Documentation related to such Software unless expressly specified otherwise by the Parties.
 - (e) **“Deliverable Credit”** means a credit applied against the Charges as a result of Supplier’s failure to meet a Milestone, which credit is specified in the Work Orders.
 - (f) **“Managed Agreement”** means the third party agreements, if any, that the Parties agree are to be managed by Supplier pursuant to the Agreement. As of the Effective Date, there are no Managed Agreements.
 - (g) **“Managed Agreement Invoice”** means any invoice submitted by third parties in connection with the Managed Agreements.
 - (h) **“Undertakings”** has the meaning given in Section 6.1.
 - (i) **“Work Order”** means a document (substantially in a form and format acceptable to LS&Co.) that authorizes Supplier’s performance of the services, tasks and responsibilities for a Project. A Work Order shall specify the business

Page 1

LS&Co. - Exhibit 2 - Description of Services

requirements of LS&Co., the services, tasks and responsibilities to be performed by Supplier, each Deliverable and its associated milestone and Deliverable Credit, the Charges to be paid by LS&Co. for Supplier's completion of the Project and such other items required by LS&Co.

2. SERVICES.

2.1 Overview. This Exhibit describes the Services to be performed for LS&Co. by Supplier pursuant to the Agreement.

2.2 Charges. Supplier shall be responsible for providing the personnel and other resources necessary to provide the Services, and provide all of the Services within the Base Charges, as such may be varied in accordance with Exhibit 4.

2.3 Operations Manual. Supplier shall be responsible for developing and maintaining the Operations Manual. Supplier shall update the Operations Manual (and provide LS&Co. with a copy of such updated manual) to reflect any changes to the content of the Operations Manual, including changes to the Services and Supplier's operations. The Operations Manual shall include: (a) a detailed description of how Supplier will perform and deliver the Services, including describing the activities to be performed; (b) a list, and description of, the Equipment and Software being used; (c) the policies and procedures applicable to the Services as well as the other standards and procedures of Supplier pertinent to LS&Co.'s interaction with Supplier in obtaining the Services; (d) reference links to configuration data relating to any supported Equipment; (e) the documentation (e.g., operations manuals, end user guides, specifications) which provide further details of all activities to be performed by Supplier with respect to Software and Equipment; (f) details on the direction, supervision, monitoring, staffing, reporting, planning and oversight activities normally undertaken to provide services of the type Supplier is to provide; (g) descriptions of any specific acceptance testing and quality assurance procedures approved by LS&Co.; and (h) the incident management, problem management and escalation procedures. The Operations Manual shall be suitable for use by the Service Recipients to understand and perform the Services. The Operations Manual shall be in an electronic format and available through a web interface to LS&Co. and all Supplier Staff.

2.4 Service Categories. For purposes of ease of organization and reference, the Services have been divided into multiple Service Categories under the Agreement. The Service Categories as of the Effective Date, and the Attachments which set forth the objectives of each Service Category and the Parties' responsibilities under each Service Category, are set forth in the following table:

Attachment Reference #	Service Category
2.1	Human Resource Services
2.2	Finance Services
	Information Technology Services

Page 2

LS&Co. - Exhibit 2 - Description of Services

Attachment Reference #	Service Category
2.3.1	Network Services
2.3.2	Deskside Support Services
2.3.3	Cross-Functional Services
2.3.4	Server Operations Center Services
2.3.5	Service Desk Services
2.3.6	Global Information Security Services
2.3.7	IT Applications Services
2.3.8	Test Center of Excellence Services
2.4	Customer Service Services
2.5	Consumer Relations Services

- 2.5 Provision of Services.** Supplier shall commence the provision of particular Services: (a) when the associated Transition Milestone identified in the Transition Plan has been completed; or, (b) for Services that are not directly associated with a Transition Milestone, upon the earlier of: (i) the completion of all Transition-related activities associated with the applicable Service Category; and (ii) the completion of the Transition.
- 2.6 Service Delivery Practices.** Supplier shall implement, maintain and comply with the processes, practices, standards and methodologies applicable to each Service. Without limiting the foregoing, Supplier shall implement, maintain and comply with the specific processes, practices, standards and methodologies that are set out in or incorporated in a Statement of Work.

3. EQUIPMENT AND THIRD PARTY AGREEMENTS.

- 3.1 Managed Agreements.** Supplier shall administer the Managed Agreements and related invoices as specified in this Section 3.1 and shall comply with all Applicable Terms. Supplier shall provide LS&Co. with reasonable notice of any renewal, termination or cancellation dates and fees with respect to the Managed Agreements. Supplier shall not renew, modify, terminate or cancel, or request or grant any consents or waivers under, any Managed Agreements without the consent of the LS&Co. Governance Executive. Any fees or charges or other liability or obligation imposed upon LS&Co. in connection with (a) any renewal, modification, termination, or cancellation of, or consent or waiver under, the Managed Agreements, obtained or given without LS&Co.'s consent as required under the foregoing sentence or (b) Supplier's failure to comply with the Applicable Terms shall be paid or discharged, as applicable, by Supplier. Supplier shall: (x) receive all Managed Agreement Invoices; (y) review and seek correction of any errors in any such Managed Agreement Invoices in a timely manner; and (z) submit such Managed Agreement Invoices to LS&Co. within a reasonable period of time prior to the due date or, if a discount for payment is offered, the date on which LS&Co. may pay such Managed Agreement Invoice with a discount. LS&Co. shall pay the Managed Agreement Invoices received and approved by Supplier. LS&Co. shall only be responsible for payment of the Managed Agreement Invoices and shall not be responsible to Supplier for any management, administration or maintenance fees of Supplier in connection with the Managed

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Agreement Invoices. LS&Co. shall not be responsible for any late fees and other associated charges, including interest charges, with respect to the Managed Agreement Invoices if Supplier failed to submit the applicable Managed Agreement Invoices to LS&Co. for payment within a reasonable period of time prior to the date any such Managed Agreement Invoice is due, and in any case, no later than 10 business days prior to the due date of such Managed Agreement Invoice; provided however that where a Managed Agreement Invoice is provided to Supplier such that Supplier is unable to submit the Managed Agreement Invoice to LS&Co. at least 10 business days prior to the due date, Supplier's obligation shall be to work diligently (i) to submit the invoice to LS&Co. as promptly as possible after receipt; and (ii) to obtain an extension to the due date of such Managed Agreement Invoice. If Supplier fails to submit a Managed Agreement Invoice to LS&Co. for payment in accordance with the preceding sentence, Supplier shall also be responsible for any discount not received with respect to such Managed Agreement Invoice. If Supplier fails to submit any Managed Agreement Invoice to LS&Co. for payment more than 60 days after Supplier's receipt of such invoice, Supplier shall be responsible for payment of the entire amount of the invoice (less any amounts properly disputed by Supplier with respect to the Managed Agreement Invoice), including any late fees and other associated charges, including interest charges; provided that such 60-day period will be extended by the number of days taken by Supplier to have the third party correct any errors in a Managed Agreement Invoice or to resolve any dispute properly raised by Supplier with respect to that Managed Agreement Invoice; provided further, that in order to obtain such an extension, Supplier must work diligently in addressing any errors or disputes relating to that Managed Agreement Invoice.

- 3.2 Assigned Agreements.** Supplier shall assume all responsibility (including all obligations and post-assignment liability) for each Assigned Agreement on and from the date that the Assigned Agreement is assigned to Supplier ("Assignment Date"). Supplier shall agree to be bound by the terms of such Assigned Agreement from and after the Assignment Date. Any modification, termination or cancellation fees or charges imposed upon LS&Co. in connection with any modification, termination or cancellation of, or consent or waiver under, an Assigned Agreement made by Supplier after the Assignment Date shall be paid by Supplier. If LS&Co. has prepaid any amounts under any Assigned Agreement which apply to obligations to be performed after the Assignment Date, Supplier shall reimburse or credit LS&Co. (at LS&Co.'s discretion) for such amounts on the first invoice provided by Supplier to LS&Co. after such amounts have been identified. Supplier shall, as of the Assignment Date, pay the invoices submitted by third parties in connection with each Assigned Agreement and shall thereafter be responsible for any late fees with respect to such third party invoices.

4. EVOLUTION.

- 4.1 Service Delivery.** For each Service Category, Supplier shall: (a) perform the applicable Services using generally accepted processes and methods of service delivery and

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technology for services similar to such Services, as each of the foregoing is evolved, supplemented, modified or enhanced during the Term; and (b) with LS&Co.'s prior approval and without additional charge to LS&Co., improve and advance the quality, efficiency and effectiveness of the processes and methods of service delivery and technology to support LS&Co.'s efforts to maintain its competitiveness in the markets in which it competes and to keep pace with the advancements and improvements that occur during the Term, including adopting processes and methods of service delivery and technology that: (i) Supplier uses in providing such services to its other customers; (ii) are generally accepted in the industry applicable to such Services; or (iii) are generally adopted in LS&Co.'s industries during the Term.

4.2 Periodic Review. Supplier shall meet with LS&Co. periodically, at least once during every 180-day period or as otherwise requested by LS&Co., to inform LS&Co. of any new processes and methods of service delivery and technology Supplier is developing or processes and methods of service delivery and technology trends and directions of which Supplier is aware that could reasonably be expected to have an effect on LS&Co.'s business operations.

4.3 Support of Evolution. Supplier shall: (a) train Supplier Staff in new processes and methods of service delivery and technology used generally within Supplier's organization or used generally within Supplier's industry and approved by LS&Co. for use in the Services; (b) make investments in processes and methods of service delivery and technology to improve the quality, efficiency and effectiveness of the processes and methods of service delivery and technology and to support LS&Co.'s efforts to maintain its competitiveness in the markets in which it competes; (c) research and propose reasonable improvements to the Services, and the process and methods of service delivery and technology, to improve the quality, efficiency and effectiveness of the processes and methods of service delivery and technology and to support LS&Co.'s efforts to maintain its competitiveness in the markets in which it competes; (d) meet with LS&Co. periodically, at least once during every 180-day period or as otherwise requested by LS&Co., to inform LS&Co. of, and discuss with LS&Co., any new processes and methods of service delivery and technology that could be implemented to improve the quality, efficiency and effectiveness of the processes and methods of service delivery and technology and to support LS&Co.'s efforts to maintain its competitiveness in the markets in which it competes; and (e) permit LS&Co. to have at least one representative (selected by LS&Co.) on any advisory board or other group established by Supplier for the purpose of soliciting or obtaining customer input with regard to any investment in the processes and methods of service delivery and technology.

5. PROJECTS.

5.1 Projects. Supplier shall perform Projects as directed by LS&Co. and in accordance with the Agreement. From time to time, and at LS&Co.'s sole discretion, LS&Co. may request that Supplier perform a Project. LS&Co. may initiate such a request by submitting or otherwise communicating to Supplier the details of the Project and LS&Co.'s business requirements with respect to a Project.

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- 5.2 **Work Order.** Upon LS&Co.'s request, Supplier shall, at no cost to LS&Co., prepare a draft Work Order in accordance with LS&Co.'s specified business requirements for LS&Co.'s review; provided however that Supplier may charge for the preparation of a Work Order where the LS&Co. Governance Executive and the Supplier Governance Executive agree in writing that Supplier may charge for the preparation of an identified Work Order. If revisions are required to a draft Work Order, Supplier shall make such revisions at no cost to LS&Co. and submit the revised Work Order to LS&Co. for review and approval. A Work Order shall become effective and binding on the Parties only after such Work Order has been executed by both the Parties and no work shall be commenced by Supplier on a Project prior to receipt of LS&Co.'s approval for such Project. Projects shall be performed on a fixed-price, time-and-materials or other basis, depending on the nature of the Project and the pricing structure agreed upon by the Parties in the Work Order. No Charges for a Project or expenses shall be payable by LS&Co. under a Work Order unless expressly agreed upon by LS&Co. pursuant to such Work Order. Supplier shall track the productive hours spent by Supplier Staff performing Project activities in accordance with an agreed upon time tracking policy so that LS&Co. can properly track productive hours spent by Supplier Staff. Any time or resources that Supplier Staff expend on the Services shall not be billed to LS&Co. as chargeable Project support.
- 5.3 **Critical Deliverables.** The Work Order shall specify the dates for completion of the milestones and Deliverables (each a "Critical Deliverable"). If Supplier fails to achieve any Critical Deliverable by the completion date specified for such Critical Deliverable in the Work Order, LS&Co. shall not be required to pay any portion of the Charge associated with the Critical Deliverable unless and until Supplier's completion of the Critical Deliverable is approved by LS&Co. If Supplier fails to complete any Critical Deliverable for which a Deliverable Credit is due by the date specified for such Critical Deliverable in the Work Order, then Supplier shall apply the Deliverable Credit against the Charges. In addition to any Deliverable Credit payable by Supplier in accordance with the Work Order if Supplier fails to meet the date specified for the Critical Deliverable, Supplier shall not be entitled to any further compensation beyond the agreed to Charge associated with the Critical Deliverable for the additional work associated with completing such Critical Deliverable after such date.
- 5.4 **Change Orders.** In the event of any changes to an executed Work Order, including changes to the description of the applicable Project, or any functional or technical requirements or acceptance criteria, Supplier shall promptly prepare a draft change order that describes such changes to the executed Work Order. Such change orders shall: (a) reflect LS&Co.'s requested changes; and (b) propose reasonable adjustments, if any, to the schedule and delivery dates described in the applicable Work Order, the date by which each Deliverable is to be completed, if applicable, and the estimated or fixed fees for the applicable Work Order. LS&Co.'s request for such draft change orders will not affect the Work Order until the change order has been executed by LS&Co. If LS&Co. accepts a draft change order, the Parties shall execute such change order and the Work Order to which it relates will be amended accordingly.
- 5.5 **Reprioritization and Cancellation.** Supplier acknowledges and agrees that LS&Co. has the right, in its sole discretion, to reprioritize, stop or suspend any Project at any time

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LS&Co. - Exhibit 2 - Description of Services

upon informing the Supplier Governance Executive. LS&Co. shall not be obligated to pay Supplier any additional compensation associated with stopping or suspending a Project, except to the extent that LS&Co. agrees in advance and in writing to cover specific and identified costs that are directly related to a temporary suspension of a Project (such as agreed-to lease charges, and wages for Supplier Staff that Supplier is unable to temporarily reassign during the period of any delay), and provided that such costs shall not exceed any cap agreed to by the Parties. Supplier shall stop performing the Project work in an orderly manner as of the date specified by LS&Co., and Supplier shall only be entitled to charge LS&Co. for actual performance provided by Supplier for chargeable Project work up to the date specified in LS&Co.'s notice.

6. FINANCE SERVICES – UNDERTAKINGS.

6.1 Debt and other Covenants. With respect to Supplier's performance of the Finance Services set out in the applicable Statement of Work (and such other applicable Services) and without limiting Supplier's other obligations under this Agreement, Supplier shall perform the Services in compliance with all of the undertakings of LS&Co. in any financial instrument, financial covenant or other similar undertaking of LS&Co. as such undertakings are communicated to Supplier from time to time (including any ABL credit agreement, ISDA agreement with bank counterparties or bond indentures) (the “**Undertakings**”). Supplier shall perform the Services as necessary to keep LS&Co. in compliance with the Undertakings; except that, to the extent that Supplier is required to perform obligations above and beyond those specified in the applicable Statement of Work, such that Supplier would be required to incur material additional costs or an increase in a material manner to the Supplier Staff beyond, in each case, that which is ordinarily used or incurred by Supplier to provide the Services, then Supplier may, in accordance with the Contract Change Process, request that LS&Co. pay the incremental costs related to such material increase. Without limiting the foregoing, Supplier shall, with respect to the Undertakings: (a) support all debt related reporting requirements and needs; (b) participate in, and assist with, periodic and ad-hoc audits of accounts receivable and inventory; (c) provide to LS&Co. such financial information of LS&Co. as is required by the applicable admin agent, trustees and paying agents (including creating documents in the form and format, and containing the information, specified by LS&Co. or the admin agent, trustee or paying agent); (d) support restrictions related to intercompany transactions; and (e) support regular audits of LS&Co.'s supply chain from SKU to standard cost (which may require access across multiple systems).

MASTER SERVICES AGREEMENT*

BY AND BETWEEN

LEVI STRAUSS & CO.

AND

WIPRO LIMITED

NOVEMBER 7, 2014

**EXHIBIT 2
DESCRIPTION OF SERVICES**

**ATTACHMENT 2.1
DESCRIPTION OF SERVICES – HUMAN RESOURCE SERVICES**

* Certain information in this exhibit has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions marked with [****]*.

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1. INTRODUCTION.

Purpose: This Exhibit describes the Services to be performed for LS&Co. by Supplier pursuant to the Agreement. References: References to an Attachment, Appendix, Section or Article shall be to such Attachment or Appendix to, or Section or Article of, this Exhibit unless otherwise provided. A reference to Exhibit includes a reference to the Attachments and Appendices attached hereto.

- Employee Relations
- Leave Administration
- Employee Data Management
- Benefits Administration
- Recruitment
- Compensation Administration
- Performance Management
- Off boarding
- HR Helpdesk
- HRIS

Without limiting Section 3.1 of the Agreement, the Services include (a) the services, functions and responsibilities described in this Attachment; and (b) the services, functions and responsibilities identified in the roles and responsibilities matrices contained within this Attachment for which Supplier is responsible (i.e., those Services which have an “✓” in the column labeled Supplier).

Without limiting the obligations in this Attachment or elsewhere in the Agreement, Supplier shall, at its sole cost and expense, use its best efforts to obtain and maintain certified solution partner status for Workday applications (and any other Workday related certifications that are necessary for Supplier to provide any Services related to Workday). In addition, Supplier shall expeditiously onboard to the account, and in any event by no later than [****]* technical specialists (the cost and expense for which are within the Charges) and [****]* functional specialists for Workday (the cost and expense for [****]* such specialist during the Transition Period being within the Charges) who shall be available at the LS&Co. Service Location specified by LS&Co., and such positions shall form part of the LS&Co. account for the Term. The Parties shall discuss and mutually agree any increases to the Charges to reflect the addition of such [****]** functional

specialists during the Transition Period and the retention of all [****]* functional specialists on the account for the duration of the Term; provided, however, that the rate applicable to any such specialists charged to LS&Co. shall not exceed [****]* (subject to any reasonable yearly adjustments agreed to by the Parties to reflect changes in resource costs; provided that no such adjustment shall be effective until the expiration of Contract Year 1). In addition, where agreed to by LS&Co., Supplier shall be entitled to charge travel and lodging related expenses on a Pass-Through Expense basis (and subject to the requirements in Exhibit 4) with respect to any functional specialist who is required by LS&Co. to travel to a LS&Co. Service Location in order to perform their duties.

2. EMPLOYEE RELATIONS.

Supplier will be responsible for performing the Employee Relations (ER) Process. The Employee Relation Process consists of a comprehensive set of integrated functions and responsibilities that constitute support for, or relate to resolution of, employee grievances, address disciplinary and performance situations, and provide coaching to managers in connection with LS&Co.'s business, including the Supplier principal activities set forth in the following table. LS&Co. will support Supplier's performance of the Employee Relation Process by performing the LS&Co. principal activities set forth in the following table.

No.	Principal Activity	Supplier			LS&Co.		
		[****]	[****]	[****]*	[****]	[****]	[****]*
2.1	Employee Relations						
2.1.1	Provide operating standards and procedures to aid Supplier in case resolution (i.e. policies, investigation methodology, appropriate remedies, tools, templates etc.)				✓	✓	✓
2.1.2	Develop ER training materials based on the guidance provided by LS&Co. to train Supplier's staff on LS&Co. ER policies, processes and protocols.	✓	✓	✓			
2.1.3	Approve training material.				✓	✓	✓
2.1.4	Provide trained ER subject matter experts with LS&Co. policies, processes and controls to respond to issues and inquiries and escalate to LS&Co. ER as required.	✓	✓	✓			
2.1.5	Provide ER subject matter experts to provide assistance and guidance to Supplier's ER staff. Define policies and procedures for escalation.				✓	✓	✓
2.1.6	Based on LS&Co. input, define process and channels for which cases are handled by				✓	✓	✓

LS&Co. - Attachment 2.1 - Description of Services - Human Resource Services

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No.	Principal Activity	Supplier			LS&Co.		
	vendor and which are escalated to LS&Co.						
2.1.7	Approve escalation process.				✓	✓	✓
2.1.8	Leverage Supplier's experience in the ER arena to create supporting documents which may be provided for internal Supplier use or to the LS&Co. HR team to facilitate the resolution of the ER issue.	✓	✓	✓			
2.1.9	Review, tailor to company-specification, and approve ER supporting documents created by Supplier				✓	✓	✓
2.1.10	Establish initial input and provide periodic input for case handling guidance.				✓	✓	✓
2.1.11	Adhere to case handling guidance.	✓	✓	✓			
2.1.12	Adhere to operating standards and procedures for case resolution.	✓	✓	✓			
2.1.13	ER subject matter experts conduct initial probing to determine nature of the case and apply case referral protocol as agreed.	✓	✓	✓			
2.1.14	Provide managers and employees with agreed upon ER consultation services, including investigation, discovery, recommendations and coaching and case management in accordance with LS&Co. HR policies, legal requirements, established ER practices, and in consideration of Business strategic priorities as agreed for the topics: Performance management and coaching, Misconduct, Interpersonal conflicts, Harassment, Terminations for Cause and Not for Cause (including transaction processing as agreed), Absenteeism, Addressing underperformance, Working environment, Workplace accommodations, Employee grievances/complains, Other manager and employee grievances, performance issues, and/or disciplinary actions	✓	✓	✓			

LS&Co. - Attachment 2.1 - Description of Services - Human Resource Services

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No.	Principal Activity	Supplier			LS&Co.		
2.1.15	Communicate case-specific updates to employees or managers who initiated the ticket with timing agreed to with LS&Co.	✓	✓	✓			
2.1.16	Identify opportunities and suggest recommendations and actions based on industry best practices	✓	✓	✓			
2.1.17	Review and approve suggested recommendations to be part of process manuals				✓	✓	✓
2.1.18	Approve recommendations to be a part of procedure manual				✓	✓	✓
2.1.19	Seek LS&Co. ER support or consensus when non-standard solutions are recommended or as required, as agreed to with LS&Co.	✓	✓	✓			
2.1.20	Respond to requests from Supplier ER subject matter experts in regard to case resolution support or required consensus, as agreed to with LS&Co.				✓	✓	✓
2.1.21	Provide case management of employment related legal claims.				✓	✓	✓
2.1.22	Provide available historical case documentation and employee historical data that relates to legal demands as directed by LS&Co.	✓	✓	✓			
2.1.23	Create template design documents for written correspondence associated with the ER function and direct Supplier ER SMEs on the use of templates.				✓	✓	✓
2.1.24	Utilize templates as directed and tailor as needed for written correspondence	✓	✓	✓			
2.1.25	Suggest modifications to template design that arise during the course of business	✓	✓	✓			
2.1.26	Approve created template designs and any modifications thereafter.				✓	✓	✓
2.1.27	Establish mitigation strategies to address ER case trends and root causes.				✓	✓	✓
2.1.28	Provide workshop facilitation on ER topics as	✓	✓	✓			

LS&Co. - Attachment 2.1 - Description of Services - Human Resource Services

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No.	Principal Activity	Supplier	LS&Co.
	directed by LS&Co.		
2.1.29	Provide standard reports as agreed.	✓	✓
2.1.30	Provide custom and ad hoc reports as appropriate	✓	✓
2.1.31	Identify, analyse and implement opportunities to drive continuous improvement and improve efficiency	✓	✓
2.1.32	Share all regulatory and government updates with LS&Co gathered through best practice sharing sessions	✓	✓
2.1.33	Collaborate with LS&Co. to make the required process or documentation change based on the regulatory and government updates	✓	✓
2.2	Case Management		
2.2.1	Identify and report ER case trends and root causes to LS&Co. as agreed and provide recommendations and actions for improvement.	✓	✓
2.2.2	Develop and/or refresh annually the escalation protocol to determine incident handling response (which calls go immediately to Supplier ER specialist for handling)	✓	✓
2.2.3	Approve the annual escalation protocol framework		✓
2.2.4	For open employee relations cases, review files of Supplier and work with LS&Co. to determine previous leaves and employee relations cases that may impact current case. Ensure final recommendation takes into account previous leaves and employee relations cases as appropriate	✓	✓
2.3	Disability and Recovery Support (DRS)		
2.3.1	Lead resolution of less complex requests for accommodations based on agreed guidance from LS&Co. for employees with disabilities.	✓	✓
2.3.2	Respond to escalations regarding accommodation issues related to		✓

LS&Co. - Attachment 2.1 - Description of Services - Human Resource Services

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No.	Principal Activity	Supplier	LS&Co.
	LS&Co. employees with disabilities.		
2.4	Employment Corrective Action		
2.4.1	Establish corporate policies regarding corrective actions.		✓ ✓ ✓
2.4.2	Counsel LS&Co. managers on corporate policies and applicable legal implications related to corrective actions.	✓ ✓ ✓	
2.4.3	Counsel LS&Co. managers (for escalated cases) on corporate policies and applicable legal implications related to corrective actions.		✓ ✓ ✓
2.4.4	Manage the corrective action process.	✓ ✓ ✓	
2.4.5	Manage corrective action process for escalated cases.		✓ ✓ ✓
2.5	Internal or External Charge Investigation and Resolution		
2.5.1	Complete investigation and/or manage vendors as required.		✓ ✓ ✓
2.5.2	Work with outside counsel and coordinate responses.		✓ ✓ ✓
2.5.3	Participate as needed in settlement resolution process.		✓ ✓ ✓
2.5.4	Provide available employee data to assist LS&Co. in responding to internal or external charge cases in accordance with Agreement.	✓ ✓ ✓	
2.6	Legislative Updates		
2.6.1	As legislative changes with respect to employment and labor law occur, provide input into required revisions and changes to templates and processes.		✓ ✓ ✓
2.6.2	Coordinate revisions and changes to templates and processes as agreed with LS&Co.	✓ ✓ ✓	
2.6.3	Provide available employee data to assist LS&Co. in responding to legislative changes.	✓ ✓ ✓	
2.7	Unemployment Insurance/Compensation		

LS&Co. - Attachment 2.1 - Description of Services - Human Resource Services

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No.	Principal Activity	Supplier	LS&Co.		
	Claim Dispute Process				
2.7.1	Manage, investigate and protest unlawful dismissal claims as needed (data support to be provided by Supplier).			✓	✓
2.7.2	Any data support for social & compliance audits or external audits / legal cases.	✓	✓	✓	

3. LEAVE ADMINISTRATION.

The scope of the Leave Administration services will be to provide all Leave related administrative support to all LS&Co. employees.

No.	Process Steps	Supplier			LS&Co.		
		[****]	*****	*****] [*]	[****]	*****	*****] [*]
3.1	Leave Policy and Communication						
3.1.1	Develop leave policies.				✓	✓	✓
3.1.2	Develop leave communications content (regulatory, policy, and procedures) to include updates to Leave Packets.				✓	✓	✓
3.1.3	Maintain the leave communication packets by making ordinary content updates as directed by LS&Co.	✓	✓	✓			
3.1.4	Approve changes to leave communication packets				✓	✓	✓
3.1.5	Assist with development of leave communications by providing input (subject matter expertise regarding legal and industry best practices) to LS&Co. proposed communications material.	✓	✓	✓			
3.1.6	Provide information and forms/documentation to LS&Co. associates regarding leave policies.	✓	✓	✓			
3.1.7	Identify, analyse and implement opportunities to drive continuous improvement and improve efficiency.	✓	✓	✓			
3.1.8	Share all regulatory and government updates with LS&Co gathered through best practice sharing sessions	✓	✓	✓			

No.	Process Steps	Supplier			LS&Co.	
3.1.9	Collaborate with LS&Co. to make the required process or documentation change based on regulatory and government updates	✓	✓	✓		
3.2	Leave/ Administration (including Short and Long term Disability)					
3.2.1	Establish eligibility guidelines for leaves related to specific Company leave policies.				✓	✓
3.2.2	<p>Provide data entry, verification, record keeping, contact center support and fulfillment support for all leaves. Including but not limited to the following:</p> <ul style="list-style-type: none"> · Review leave requests for consistency with leave policies · Administer leave program within documented guidelines · Process approved and denied leaves · Monitor leaves for adherence to LS&Co. policies (e.g. regulatory practices, pay practices) and take action to correct any discrepancies · Tracking and invoicing of premium billing notices and reconcile premium payments received with what was billed · Track and collect premiums from employees who have not submitted payment for coverage that is not covered by LS&Co. · Initiate and administer return from leave process · Provide status updates to Human Resources contacts as designated by LS&Co. · Administer the Leave Exhaustion process - Reconciling absence management with leave 	✓	✓	✓		

LS&Co. - Attachment 2.1 - Description of Services - Human Resource Services

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No.	Process Steps	Supplier			LS&Co.		
	(where systems/time tracking is done) prior to monthly payroll - Provide leave details to payroll for terminations/severance - Provide data for statutory updates to relevant stakeholders						
3.2.3	Determine and communicate to employees eligibility for requested leave based on Company leave policies.	✓	✓	✓			
3.2.4	Escalate any leave requests that fall outside of guidelines to LS&Co.	✓	✓	✓			
3.2.5	Provide final decision on approval or denial for leave requests that fall outside of Company leave policies.				✓	✓	✓
3.2.6	Track leaves usage.	✓	✓	✓			
3.2.7	Work with other in-scope teams to determine if there are implications to other work streams (employee relations, etc.) that could be impacted by employee being on leave.	✓	✓	✓			
3.2.8	Manage communication with employees on leave.	✓	✓	✓			
3.2.9	Provide entitlement tracking for leave eligibility.	✓	✓	✓			
3.2.10	Provide monthly leave reporting, including leave of absence reporting, to internal stakeholders such as Finance and external stakeholders as agreed to with LS&Co.	✓	✓	✓			
3.2.11	Process leave payments in accordance with country laws / regulations and LS&Co. policies, for example, calculate and provide notification to LS&Co. for any other offsets to LS&Co. disability payments.	✓	✓	✓			
3.2.12	Create the content for the LS&Co. website.				✓	✓	✓
3.2.13	Update content on LS&Co. website.	✓	✓	✓			

LS&Co. - Attachment 2.1 - Description of Services - Human Resource Services

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No.	Process Steps	Supplier			LS&Co.	
3.2.14	Enter leave accrual adjustments in HRIS monthly to maintain audit requirements.	✓	✓	✓		
3.3	Workers' Compensation and Accident Insurance					
3.3.1	Select and manage Workers' Compensation Claims (WC Provider) or local equivalent.			✓	✓	✓
3.3.2	Identification and notification of on the job injury (Employee or employee's manager contacts Vendor).			✓	✓	✓
3.3.3	Review Accident/Illness Report Form as reported by the employee and the employee's manager.			✓	✓	✓
3.3.4	Complete and submit the Accident report form to the WC Provider or local equivalent (as applicable) to initiate the claim process.	✓	✓	✓		
3.3.4	Review injury claim and incident work location, if possible, to avoid future employee injuries.			✓	✓	✓
3.3.5	Coordinate with insurance and health care provider to determine viability of claim and necessary length of leave.			✓	✓	✓
3.3.6	Complete the appropriate Workers Compensation Form (or local equivalent).	✓	✓	✓		
3.3.7	Provide the Workers Compensation / Insurance Form to the WC / Insurance Provider so that they can coordinate the claim.	✓	✓	✓		
3.3.8	Track Workers' compensation/Insurance forms - and claim administration process.			✓	✓	✓
3.3.9	Respond to questions from WC Provider/Insurance and Health Care Provider.			✓	✓	✓
3.3.10	Provide injured employee with their FMLA (or equivalent) notification if the employee is out of work as a result of the illness/injury.	✓	✓	✓		

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No.	Process Steps	Supplier			LS&Co.		
3.3.11	Complete leave related paperwork and enter relevant data into Workday and forward paperwork to Payroll.	✓	✓	✓			
3.3.12	Provide earnings and headcount information for insurance renewal process / equivalent process across regions.	✓	✓	✓			
3.3.13	Prepare information for workers compensation premium.				✓	✓	✓
3.3.14	Pay workers compensation premium.				✓	✓	✓
3.3.15	Provide earnings and headcount information for LS&Co. wide workers compensation insurance renewal process.	✓	✓	✓			
3.4	Leave Management – Return to Work						
3.4.1	Establish the policies and accountabilities to address return to work plans for employees with disabilities and any other type of work restrictions.				✓	✓	✓
3.4.2	Coordinate and implement the processes to address Return to Work plans for employees with disabilities and any other leave related type of work restriction.	✓	✓	✓			
3.4.3	Resolve medical requests for accommodations for LS&Co. employees or other applicable stakeholders with disabilities based on agreed to accommodation guidelines by LS&Co. Supplier responsibilities include: - Handling requests for accommodations - Gathering eligibility information - Discussing with employees and managers.	✓	✓	✓			
3.4.4	Manage claim process and confirm claim is handled properly. Oversee the return to work process.				✓	✓	✓
3.4.5	Coordinate with employee's manager to arrange any special accommodations that may be required for employee's return to work.	✓	✓	✓			

No.	Process Steps	Supplier			LS&Co.		
3.4.6	Authorize any special accommodations that may be required for employee's return to work as per LS&Co. guidelines.				✓	✓	✓

4. EMPLOYEE DATA MANAGEMENT.

Supplier will be responsible for performing the Employee Data Management Process. The Employee Data Management Process consists of a comprehensive set of integrated functions and responsibilities that constitute timely and accurately completion of all employee transactions data entry into the human resource system in order to maintain employee satisfaction.

No.	Process Steps	Supplier			LS&Co.		
		[****]	[****]	[****]*	[****]	[****]	[****]*
4.1	Strategy and Policy						
4.1.1	Establish employee record management strategy and policies.				✓	✓	✓
4.1.2	Identify specific regulatory or legislative requirements that govern records management (e.g. data protection, privacy, retention, registration requirements) and identify compliance requirements.				✓	✓	✓
4.1.3	Identify, analyse and implement opportunities to drive continuous improvement and improve efficiency.	✓	✓	✓			
4.1.4	Share all regulatory and government updates with LS&Co gathered through best practice sharing sessions	✓	✓	✓			
4.1.5	Collaborate with LS&Co. to make the required process or documentation change based on the regulatory and government updates	✓	✓	✓			
4.2	New Hire Processing and General Administration Activities						
4.2.1	Provide new hire information for data entry into HR Systems where self-service is not available.				✓	✓	✓
4.2.2	Receive new hire information, enter, and verify	✓	✓	✓			

No.	Process Steps	Supplier	LS&Co.
	New Hire employee data for HR, Benefits and Payroll processing.		
4.2.3	Produce a monthly immigration compliance forms (such as I9) report and reconcile with the new hires data.	✓	✓
4.2.4	Retain legacy immigration compliance forms (such as I9) for new hires and purge upon termination of employee.	✓	✓
4.2.5	Update immigration compliance forms (such as I9) for employee name changes. Employee is required to submit the legal name change form to Supplier.	✓	✓
4.2.6	Complete a new hire check list to ensure that all required documents have been completed. The checklist is filed in the employee file.	✓	✓
4.2.7	Audit, track and chase the tentative non-confirmations that are returned based on background check results. Escalate as appropriate until issue is resolved.	✓	✓
4.2.8	Track and chase new hires with pending TNC's and resolve or terminate as applicable within guidelines provided by LS&Co.	✓	✓
4.2.9	Verify information in the HR System.	✓	✓
4.2.10	Maintain a log of LS&Co. new hire information received. The log will be based on LS&Co. defined new hire information required documents list.	✓	✓
4.2.11	Annually prepare the Wage Notifications as required. Track and chase and follow up with employees who have not completed and returned the wage notices.	✓	✓
4.2.12	Develop the Wage Notifications Report (related to the previous item).	✓	✓
4.2.13	Receive, process, and store employee benefits data for global employees as per country requirements for a wide arrange of	✓	✓

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No.	Process Steps	Supplier			LS&Co.		
	insurance and benefits programs.						
4.2.14	Email Network ID letters (performed for employees do not have corporate email addresses on a cadence agreed to with LS&Co.) to employee managers; to be performed manually if integrations are not built.	✓	✓	✓			
4.2.15	Update employee data in HR Systems for mobility (cross-border assignments and in-country transfers and special assignments).	✓	✓	✓			
4.2.16	Update and maintain electronic records and reports.	✓	✓	✓			
4.2.17	Run and distribute scheduled reports.	✓	✓	✓			
4.2.18	Provide ad-hoc reports as requested by LS&Co.	✓	✓	✓			
4.3	Physical Employee Records, Files and Documents						
4.3.1	Define data content requirements (personnel file content).				✓	✓	✓
4.3.2	Provide records retention policy to Supplier.				✓	✓	✓
4.3.3	Forward/ship physical documents for storage at Supplier's agreed to site(s), where applicable and pending global storage solution across towers.				✓	✓	✓
4.3.4	Store physical documents received at Supplier location and off-site storage according to client-defined requirements for statutory and regulatory compliance and agreed client requirements.	✓	✓	✓			
4.3.5	Fulfill requests for files to employees/retirees, managers, HR and Legal per corporate standards and within agreed to timeframes.	✓	✓	✓			
4.3.6	Maintain records of all LS&Co. files including checked out and returned logs.	✓	✓	✓			
4.3.7	Dispose of LS&Co. files based on agreed to disposal procedures.	✓	✓	✓			

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5. BENEFITS ADMINISTRATION.

This document sets forth the functional Benefit Administration requirements for LS&Co., identifies the in-scope processes, primary owner for each function, and the Benefits Administration services which Supplier shall provide in accordance with the Agreement.

No.	Process Steps	Supplier			LS&Co.		
		[****]	[****]	[****]*	[****]	[****]	[****]*
5.1	Benefits Strategy, Policy & Program Design						
5.1.1	Develop benefits strategy and policies – design benefit programs to meet business goals and objectives.				✓	✓	✓
5.1.2	Provide recommendation(s) for implementation of benefits plans, strategy, federal and state compliance/legislative updates and communications.				✓	✓	✓
5.1.3	Approve or decline implementation recommendations.				✓	✓	✓
5.1.4	Develop benefits communication strategy/vision and structure/develop communications.				✓	✓	✓
5.1.5	Deploy and deliver communications to employees including but not limited to communications for open enrolment, new hires, medical retirement notices, governmental notices.	✓	✓	✓			
5.1.6	Updated standard operating procedures for new/revised benefit plans.	✓	✓	✓			
5.1.7	Define the strategy and direction for the enrollment process, including formats, default elections, and follow-up/reminder criteria.				✓	✓	✓
5.1.8	Notify Supplier of policy changes affecting benefits administration.				✓	✓	✓
5.1.9	Communicate notification of policy changes affecting benefits administration to LS&Co. employees using agreed-upon templates/formats.	✓	✓	✓			
5.1.10	Provide best practices related to	✓	✓	✓			

No.	Process Steps	Supplier			LS&Co.	
	outsourcing of benefits administration.					
5.1.11	Review and comment on impact of benefits communication strategy and employee communications when prepared by LS&Co.	✓	✓	✓		
5.1.12	Develop and update annual Benefits information session materials and provide to Supplier.				✓	✓
5.1.13	Present Benefits information sessions.	✓	✓	✓		
5.1.14	Train and update Supplier Benefits teams on LS&Co. annual benefits information.	✓	✓	✓		
5.1.15	Identify, analyse and implement opportunities to drive continuous improvement and improve efficiency.	✓	✓	✓		
5.1.16	Share all regulatory and government updates with LS&Co gathered through best practice sharing sessions	✓	✓	✓		
5.1.17	Collaborate with LS&Co. to make the required process or documentation change based on the regulatory and government updates	✓	✓	✓		
5.2	Annual Enrollment					
5.2.1	Develop the plan for annual enrollment and manage the overall process.				✓	✓
5.2.2	Review annual enrollment plan and provide feedback to LS&Co.	✓	✓	✓		
5.2.3	Notify participants of enrollment opportunity.	✓	✓	✓		
5.2.4	Administer default benefit elections, as agreed.	✓	✓	✓		
5.2.5	Coordinate with 3rd party vendors and manage enrolment process.	✓	✓	✓		
5.2.6	Coordinate system updates and testing with 3rd party vendors and LS&Co.	✓	✓	✓		

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No.	Process Steps	Supplier			LS&Co.		
5.2.7	Send communication to employees during plan renewal/enrollment period	✓	✓	✓			
5.2.8	Receive and Process manual enrollment benefit elections forms.	✓	✓	✓			
5.2.9	Notify LS&Co. of the status of the aggregate enrolment activity in conjunction with agreed to overall reporting responsibilities.	✓	✓	✓			
5.2.10	For enrollments, issue electronic reminders to employees of the enrollment period deadlines, based upon agreed to business rules and employee populations. (Note that these notices may be fully automated at some point in time).	✓	✓	✓			
5.2.11	Manage/Assist with employee annual enrollment issues (e.g. enrollment submissions, guidelines, enrollment issues, etc.).	✓	✓	✓			
5.2.12	Administer the annual open enrollment process, including the preparation and execution of the project plan and coordination of all project activities. Enrollment includes benefit plans (including pension) for LS&Co. employees and retirees.	✓	✓	✓			
5.2.13	Perform user/functional testing of system changes (applied during annual open enrollment)	✓	✓	✓			
5.2.14	Send Paper Open Enrollment Package for employee populations that have been agreed to by LS&Co. where applicable.	✓	✓	✓			
5.2.15	Review & manage rate changes with 3rd party vendors and communicate new rates to Supplier.				✓	✓	✓
5.2.16	Update rates in LS&Co. systems, related tools, and employee communications.	✓	✓	✓			

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No.	Process Steps	Supplier			LS&Co.	
5.2.17	Provide benefits policy to be uploaded in the portal.				✓	✓
5.2.18	Publish benefits policy in the portal.	✓	✓	✓		
5.2.19	Identify eligible annual enrollment participants & submit any errors to correct.	✓	✓	✓		
5.2.20	Correct eligibility errors identified by LS&Co.	✓	✓	✓		
5.2.21	Generate forms and mailings (e.g. EOI mailings) required in support of benefits administration globally.	✓	✓	✓		
5.3	Process Newly Eligible Employees					
5.3.1	Design/Update new hire packet materials.				✓	✓
5.3.2	Update new hire packets with materials provided by LS&Co.	✓	✓	✓		
5.3.3	Identify eligibility post promotion, comp changes etc. and send out benefits packet.	✓	✓	✓		
5.3.4	Enter accurate participant data in the HR System for designated employee groups as determined by LS&Co.	✓	✓	✓		
5.3.5	Proactively investigate, communicate and resolve any significant or recurring data issues where Supplier has the responsibility for updating on behalf of LS&Co., including but not limited to identification of data discrepancies from interface error reports.	✓	✓	✓		
5.3.6	Notify LS&Co. of any data errors or issues that are identified by Supplier.	✓	✓	✓		
5.3.7	Liaise with third party vendors to resolve/fix data discrepancies and take all appropriate action to resolve, correct, and update discrepancies with vendors.	✓	✓	✓		
5.3.8	Escalate data errors or issues to LS&Co. as required, with ownership remaining with Supplier to identify, resolve,	✓	✓	✓		

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No.	Process Steps	Supplier			LS&Co.	
	and correct the error / issue.					
5.3.9	Perform year-end taxable benefit reconciliation as agreed.	✓	✓	✓		
5.3.10	Communicate/coordinate with 3rd party vendors where necessary to confirm participant's eligibility.	✓	✓	✓		
5.3.11	Issue enrollment reminders to employees to remind them of enrollment deadline.	✓	✓	✓		
5.3.12	Generate forms and mailings (e.g. EOI mailings) required in support of benefits administration globally.	✓	✓	✓		
5.3.13	Calculate and program deductions for contributions, as needed for each country benefit program, and deliver accurate amounts to payroll on time.	✓	✓	✓		
5.4	Life Events / Employment Status Change					
5.4.1	Design Life event strategy including policies around life events.				✓	✓
5.4.2	Receive and process manual enrollment benefit elections forms, where self-service is not available.	✓	✓	✓		
5.4.3	Identify employees who have a change in their eligibility status, due to an employment status change.	✓	✓	✓		
5.4.4	Terminate participant coverage (due to ineligibility) in the HR System	✓	✓	✓		
5.4.5	Terminate or extend participant coverage for benefits in accordance with severance policies, as agreed.	✓	✓	✓		
5.4.6	Generate forms and mailings (e.g. EOI mailings) required in support of benefits administration globally, and update the system records for approved documents returned from LS&Co.'s insurance provider.	✓	✓	✓		
5.4.7	Update beneficiary designations where self-service is not available.	✓	✓	✓		

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No.	Process Steps	Supplier			LS&Co.		
5.4.8	Determine employee costs to be conveyed to vendors for eligibility, claims, billing, reconciliation, and preparation of accounting materials for the LS&Co. benefits accounting teams.	✓	✓	✓			
5.4.9	Collect premiums directly from participants and submit amounts to the appropriate parties.				✓	✓	✓
5.4.10	Terminate coverage due to non-payment as agreed.	✓	✓	✓			
5.4.11	Receive notification of death and death certificate from participant or survivor.	✓	✓	✓			
5.4.12	File claim for death processing, and determine impact on benefits.	✓	✓	✓			
5.4.13	Provide single point of contact for participant/survivor to assist with claim filing and understanding the impact on benefits.	✓	✓	✓			
5.4.14	Provide corresponding documentation and/or claim forms to 3rd party vendor.	✓	✓	✓			
5.4.15	Transmit status and coverage changes to carriers and third parties as agreed.	✓	✓	✓			
5.4.16	Assist with life insurance claim form submission.	✓	✓	✓			
5.4.17	Coordinate with 3 rd parties (for administration and distribution) of benefits vouchers, including but not limited to lunch vouchers, child care vouchers, long-term service award vouchers.		✓	✓			
5.4.18	Distribute benefits vouchers.					✓	✓
5.5	Billing and Reconciliation						
5.5.1	Manage/reconcile and request provider payments and disbursements.	✓	✓	✓			
5.5.2	Manage/reconcile trusts and escalate issues when discovered.				✓	✓	✓

No.	Process Steps	Supplier			LS&Co.		
5.5.3	Validate invoices and compare this to what is recorded in the HR system for enrollments.	✓	✓	✓			
5.5.4	Communicate and resolve discrepancies with 3rd party vendors and LS&Co.	✓	✓	✓			
5.5.5	Reconcile employee eligibility against invoices received and report on it to LS&Co. on a monthly basis; escalate vendor relations issues	✓	✓	✓			
5.5.6	Provide fiscal management of plans including financial management, reconciliation of trusts, actuarial relationships/performance, plan assumptions and funding.				✓	✓	✓
5.5.7	Review Benefit plan vendor's error reports and determine corrective actions required.	✓	✓	✓			
5.5.8	Make corrections in Workday (dependent on Workday roles assigned to Supplier).	✓	✓	✓			
5.5.9	Communicate corrective actions that are LS&Co.'s responsibility to correct (plan set up and configuration)	✓	✓	✓			
5.5.10	Correct errors that require Workday plan set up or configuration changes.	✓	✓	✓			
5.6	Regulatory Reporting						
5.6.1	Provide standard reporting	✓	✓	✓			
5.6.2	Access ad hoc reporting or obtain reports to gather information necessary for design and support of benefits programs, for workforce planning purposes and regulatory reporting.	✓	✓	✓			
5.6.3	Provide data for statutory, regulatory, and compliance reporting and monitoring as agreed	✓	✓	✓			
5.6.4	Produce statutory, regulatory, and compliance reports and test for benefits regulatory compliance.	✓	✓	✓			
5.6.5	Provide fulfillment (participant) services for	✓	✓	✓			

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No.	Process Steps	Supplier			LS&Co.	
	government mandated disclosures or equivalent.					
5.6.6	Provide notification of legislative changes that affect the in-scope benefit plans in accordance with the Agreement.				✓	✓
5.7	Manage Service Requests / Escalations					
5.7.1	Manage cases and escalations related to benefits claims and the benefits claims processes as agreed, including but not limited to voluntary benefits, global wellness programs, global EAP, adoptions programs.	✓	✓	✓		
5.7.2	Respond to inquiries related to benefits claims and the benefits claims processes as agreed, including but not limited to voluntary benefits, global wellness programs, global EAP, adoptions programs.	✓	✓	✓		
5.7.3	Escalate cases to designated LS&Co. representative when needed.	✓	✓	✓		
5.7.4	Resolve escalated issues.				✓	✓
5.7.5	Instruct employee on benefit eligibility appeals and final determination process.	✓	✓	✓		
5.7.6	Review and make final determination on eligibility/enrollment appeals.				✓	✓
5.7.7	Provide claims data to support adjudication appeals.	✓	✓	✓		
5.7.8	Resolve adjudication appeals.				✓	✓
5.7.9	Respond to queries related to any ancillary benefits program including but not limited to life insurance, wellness, EAP, adoption benefits, legal insurance, and refer to carrier(s) as needed in an accurate and timely manner (as applicable per the local policies)	✓	✓	✓		

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No.	Process Steps	Supplier			LS&Co.	
5.7.10	Proactively investigate, communicate and resolve any significant or recurring data issues where Supplier has the responsibility for updating on behalf of LS&Co.	✓	✓	✓		
5.7.11	Notify LS&Co. of any data errors or issues that are identified by Supplier.	✓	✓	✓		
5.8	Retiree Administration					
5.8.1	Provide eligibility policy				✓	✓
5.8.2	Determine accurate eligibility for retiree medical coverage upon retirement and enrol/migrate them to the appropriate plan. Manage specific age and eligibility requirements for all country's retiree medical programs as needed (for example, in the US, ensure that under 65 and over 65 retirees are transitioned to the correct medical plan)	✓	✓	✓		
5.8.3	Send retirement packet to any eligible employees upon request or identification for eligibility	✓	✓	✓		
5.8.4	Provide any retirement plan change information				✓	✓
5.8.5	Update system of record for Retirees for plan changes as per agreed administrative responsibilities (i.e. rate changes, supplemental life coverage, deduction waivers)	✓	✓	✓		
5.8.6	Work with vendor on Retiree direct bill	✓	✓	✓		
5.8.7	Share annual retiree rate charges				✓	✓
5.8.8	Manage rate change – calculate & communicate	✓	✓	✓		
5.8.9	Provide administrative support for all country retirement income programs as needed, including providing forms, information, integrations, and vendor handoffs where outsourced	✓	✓	✓		

6. RECRUITMENT.

Supplier will be responsible for performing the recruitment Process. The Responsibility Matrix set forth below indicates who is accountable for certain listed processes, activities and tasks as part of the Recruitment Services.

No.	Process Steps	Supplier			LS&Co.		
		[****]	[****]	[****]*	[****]	[****]	[****]*
6.1	Strategy, Policy and Planning						
6.1.1	Assess business need for talent acquisition and talent deployment.				✓	✓	✓
6.1.2	Develop workforce plan to indicate a rolling forecast with 90 day horizon.				✓	✓	✓
6.1.3	Design delivery strategy for recruitment administration and execution.	✓	✓	✓			
6.1.4	Design and develop employment branding/marketing materials and related internal and external recruiting communications.				✓	✓	✓
6.1.5	Utilize developed employment branding/marketing materials and related internal and external recruiting communications for Retail and Distribution requisitions.	✓	✓	✓			
6.1.6	LS&Co. will advise Supplier of changes in company policies that impact this recruitment SOW. Any material impact on Supplier costs will be captured through the change process.				✓	✓	✓
6.1.7	Identify, analyse and implement opportunities to drive continuous improvement and improve efficiency	✓	✓	✓			
6.1.8	Share all regulatory and government updates with LS&Co gathered through best practice sharing sessions	✓	✓	✓			
6.1.9	Collaborate with LS&Co. to make the required process or documentation change based on the regulatory and government updates	✓	✓	✓			

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No.	Process Steps	Supplier	LS&Co.		
6.2	Requirement Gathering				
6.2.1	Define open job requirement.		✓	✓	✓
6.2.2	Initiate requisition and approve as appropriate.		✓	✓	✓
6.2.3	Edit, complete and post job requisition, and audit for accuracy as required.		✓	✓	✓
6.2.4	Discuss needs and decide sourcing strategy with hiring manager or HR as appropriate.		✓	✓	✓
6.2.5	Define and communicate level and compensation guidelines.		✓	✓	✓
6.2.6	Confirm level and compensation with LS&Co. hiring manager.		✓	✓	✓
6.2.7	Verify approval for open positions as appropriate.		✓	✓	✓
6.3	Sourcing and Screening				
6.3.1	Develop sourcing plan based on delivery strategy.		✓	✓	✓
6.3.2	Provide off-limit companies or institutions as defined by LS&Co. policy.		✓	✓	✓
6.3.3	Develop or acquire sourcing licenses and database tools to support the Recruitment strategy.		✓	✓	✓
6.3.4	Design and communicate sourcing guidelines specifically related to LS&Co. brand.		✓	✓	✓
6.3.5	Mine LS&Co. resume/CV database and match candidates to open requisition.		✓	✓	✓
6.3.6	Source and mine external job boards for requisitions.		✓	✓	✓
6.3.7	Mine LS&Co. succession database and match candidates to open requisition.		✓	✓	✓
6.3.8	Distribution hires - Identify candidates per terms of applicable collective agreements or legislation (e.g. layoffs, seniority based job bidding, recalls, etc.) using the ATS		✓	✓	✓
6.3.9	Match candidates as provided (from collective agreements, works councils) to open requisition.		✓	✓	✓
6.3.10	Determine if internal candidate pool is sufficient		✓	✓	✓

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No.	Process Steps	Supplier			LS&Co.		
	for requisitions.						
6.3.11	Manage and execute all sourcing required to fill in-scope positions including job postings, advertising, career fairs and internet postings				✓	✓	✓
6.3.12	Manage and track employee referrals based on LS&Co. guidelines.				✓	✓	✓
6.3.13	Post Retail requisitions on levistrauss.com and Threads.	✓	✓	✓			
6.3.14	Posting support on job boards, niche sites and print ads will include Retail Hourly requisitions. All costs including career fair attendance and travel must be approved by LS&Co. and passed-through with no mark-up.	✓	✓	✓			
6.3.15	Manage reporting of employee referral payments consistent with LS&Co. company policy.				✓	✓	✓
6.3.16	Track applicants and status of candidate flow.				✓	✓	✓
6.3.17	Work with approved recruiting agencies for requisitions. All agency costs are retained by LS&Co.				✓	✓	✓
6.3.18	Develop job requisition and employment application.				✓	✓	✓
6.3.19	Send acknowledgement communication.				✓	✓	✓
6.3.20	Conduct initial screen for Distribution owned requisitions.				✓	✓	✓
6.3.21	Perform screen and document results for using the Application Tracking System ("ATS") for requisitions.				✓	✓	✓
6.3.22	Receive paper resumes and screening questionnaires from retail stores and distribution centers, process and enter into the LS&Co. system for agreed upon countries and volumes.	✓	✓	✓			
6.2.23	Enter assessment results into the ATS for manually processed applications and communicate to LS&Co. as required for agreed upon volumes.	✓	✓	✓			

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No.	Process Steps	Supplier			LS&Co.		
6.3.24	Rank and select candidates for hiring using the ATS.				✓	✓	✓
6.4	Candidate Assessment and Qualification						
6.4.1	Develop candidate lists and develop short lists				✓	✓	✓
6.4.2	Assess candidates from short list and make selections				✓	✓	✓
6.4.3	Qualify candidates.				✓	✓	✓
6.4.4	Make contact with executive referred candidates.				✓	✓	✓
6.4.5	Administer assessments/testing using LS&Co. approved and validated tests at the cost of LS&Co.	✓	✓	✓			
6.4.6	Validate candidate eligibility based upon customer's guidelines. (Including the right to work in the country)	✓	✓	✓			
6.4.7	Administer background checks as per the global policy and with support from 3rd party agencies	✓	✓	✓			
6.4.8	Request medical / drug screen for candidates	✓	✓	✓			
6.4.9	Track and record results of drug testing	✓	✓	✓			
6.4.10	Manage communication to denied candidates and communicate to LS&Co. for medical / drug screen	✓	✓	✓			
6.4.11	Follow-up with qualified candidates and communicate to LS&Co. for medical / drug screen.	✓	✓	✓			
6.4.12	Provide compliance adjudication guidelines and determine final decision for candidates in pending statuses per LS&Co. policies.				✓	✓	✓
6.4.13	Determine course of action in liaison with LS&Co. based on background check findings				✓	✓	✓
6.4.14	Communicate results of background check to candidates and to LS&Co.	✓	✓	✓			
6.5	Interview and Selection						
6.5.1	Administer and coordinate interview schedules, responding to request from LS&Co. for scheduling within agreed upon	✓	✓	✓			

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No.	Process Steps	Supplier			LS&Co.		
	timeframe						
6.5.2	Respond to interview scheduling invitations within timeframe mutually agreed.				✓	✓	✓
6.5.3	Administer and coordinate selection process for requisitions.				✓	✓	✓
6.5.4	Conduct screening interview for requisitions				✓	✓	✓
6.5.5	Coordinate candidate's travel utilizing LS&Co.'s travel center and follow LS&Co. prescribed recruitment travel policies, as requested by LS&Co. All candidate travel costs are reimbursed and retained by LS&Co.	✓	✓	✓			
6.5.6	Conduct interview.				✓	✓	✓
6.5.7	Provide Interview feedback within two (2) business days.				✓	✓	✓
6.5.8	Status candidates in the ATS upon feedback from Managers.	✓	✓	✓			
6.5.9	Assist Managers with hiring decision.	✓	✓	✓			
6.5.10	Make hiring decision and final approval for extending offer details.				✓	✓	✓
6.5.11	Extend verbal offer for positions if directed by LS&Co.	✓	✓	✓			
6.5.12	Negotiate offers.				✓	✓	✓
6.5.13	Prepare and distribute offer letters via the ATS	✓	✓	✓			
6.5.14	Manage tracking and reporting databases to reflect current status and selections.	✓	✓	✓			
6.6	On-boarding						
6.6.1	Conduct post-offer activity of sending onboarding emails to Managers through the ATS.	✓	✓	✓			
6.6.2	Request background investigations, according to LS&Co. policy and compliance.	✓	✓	✓			
6.6.3	Coordinate new hire processes as required by LS&Co.	✓	✓	✓			
6.6.4	Collect, track, and provide updates at intervals agreed to with LS&Co. on new hire paperwork	✓	✓	✓			

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No.	Process Steps	Supplier			LS&Co.		
6.6.5	Conduct monthly hiring manager and candidate satisfaction survey via electronic means.	✓	✓	✓			
6.7	General Administration						
6.7.1	Process and support visa sponsorship.	✓	✓	✓			
6.7.2	Provide all Recruitment related reporting and analytics to LS&Co. as agreed to	✓	✓	✓			
6.7.3	Maintain and administer recruiting systems	✓	✓	✓			
6.7.4	Maintain job related web content on LS&Co.'s company websites (internal and external postings).	✓	✓	✓			
6.7.5	Manage internal transfers into open positions with guidance from LS&Co.	✓	✓	✓			
6.7.6	Execute LS&Co.'s recruiting process for internal, external and seasonal candidates and during peak times, including all required forms.	✓	✓	✓			
6.7.7	Provide administrative support for LS&Co.'s campus recruiting process.	✓	✓	✓			
6.7.8	Provide standard correspondence letters				✓	✓	✓
6.7.9	Manage declines and track all declines and disposition candidates, send relevant correspondence using standard templates as agreed to with LS&Co.	✓	✓	✓			
6.8	Statutory Reporting & EEO Reporting						
6.8.1	Review transactional data and collaborate with Recruitment, HR Transactions and/or LS&Co. on any required corrections to data.	✓	✓	✓			
6.8.2	Inform Supplier of upcoming organizational changes/updates and special requirements.				✓	✓	✓
6.8.3	Report employee data related to new hires, job/employment data changes, and exits. (as required)	✓	✓	✓			
6.8.4	Review and update missing gender and ethnicity data and complete reporting.	✓	✓	✓			
6.8.5	Receive applicant data report via internal IT reporting team and review data for	✓	✓	✓			

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No.	Process Steps	Supplier	LS&Co.		
	completeness.				
6.8.6	Ensure all stats from employment activity are reflected in recruiting activity.	✓	✓	✓	
6.8.7	Ensure all new hires are reflected in employee data.	✓	✓	✓	
6.8.8	Research outstanding items.	✓	✓	✓	
6.8.9	Ensure job categories and levels are consistent with statistics and recruiting data.	✓	✓	✓	
6.8.10	Provide recruiting report.	✓	✓	✓	
6.8.11	Notify Supplier EEO of audit and relevant audit dates.			✓	✓
6.8.12	Coordinate with Supplier EEO team on approach and action plan for responding to audit.			✓	✓
6.8.13	Produce compensation analysis and AAP preparation for audit.	✓	✓	✓	
6.8.14	Manage completion of request and submit to LS&Co. on timely basis.	✓	✓	✓	
6.8.15	Affirmative action plan preparation	✓	✓	✓	
6.8.16	Inquire and obtain information about regulatory changes.	✓	✓	✓	
6.8.17	Send goals report to outside counsel for review.			✓	✓
6.8.18	Send Compensation Analysis Report to outside counsel for review.			✓	✓
6.8.19	Send LS&Co. a listing of the EEO Coordinators previously on file with Supplier.	✓	✓	✓	
6.8.20	Send Supplier any edits to EEO Coordinator listing.			✓	✓
6.8.21	Complete year-end reporting	✓	✓	✓	
6.8.22	Finalize recruiting weights.			✓	✓
6.8.23	Analyze reporting and provide questions/feedback to Supplier.			✓	✓
6.8.24	Finalize year-end reporting (including outside counsel review).			✓	✓
6.8.25	Prepare reporting for exhibits.	✓	✓	✓	
6.8.26	Finalize Goals Report and send to Supplier.			✓	✓
6.8.27	Finalize Compensation Analysis Report and send to Supplier.			✓	✓

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No.	Process Steps	Supplier			LS&Co.		
6.8.28	Send Narrative to outside counsel for review.				✓	✓	✓
6.8.29	Send Policy Statement Letter to outside counsel for review.				✓	✓	✓
6.8.30	Send finalized Narrative to Supplier.				✓	✓	✓
6.8.31	Send finalized Policy Statement Letter to Supplier.				✓	✓	✓
6.8.32	Update Narrative with EEO Coordinator contact info and plan year.	✓	✓	✓			
6.8.33	Prepare Workforce Analysis reports (review salary ranges; titles, pay grades, etc.).	✓	✓	✓			
6.8.34	Prepare Job Group Analysis reports).	✓	✓	✓			
6.8.35	Prepare Availability Analysis reports (review availability by job group against ESR).	✓	✓	✓			
6.8.36	Prepare Utilization Analysis reports (by job group).	✓	✓	✓			
6.8.37	Identify Goals where under-utilization occurs and provide Goals summary report.	✓	✓	✓			
6.8.38	Prepare Compensation Analysis reports which include male versus female and minority versus non-minority analysis.	✓	✓	✓			
6.8.39	Review all reports and provide questions and feedback to Supplier.				✓	✓	✓
6.8.40	Review all reports with outside counsel; provide questions and feedback to Supplier.				✓	✓	✓
6.8.41	Review goals with internal counsel.				✓	✓	✓
6.8.42	Finalize all analysis reports (including internal/outside counsel review).				✓	✓	✓
6.8.43	Prepare EEO-1 Reports and Vets-100A reports as required and forward to LS&Co. for review and sign-off.	✓	✓	✓			
6.8.44	Review reports and provide corrections if necessary.				✓	✓	✓
6.8.45	Revise reports and post on EEOC and DOL website by the published reporting deadlines.	✓	✓	✓			
6.8.46	Publish AA Plans				✓	✓	✓
6.8.47	Prepare two final copies of AAPs for Women &	✓	✓	✓			

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No.	Process Steps	Supplier			LS&Co.		
	Minorities and AAPs for Veterans & Disabled: 1 to LS&Co. and 1 to outside counsel; e-copy posted on SharePoint for EEO Coordinator and workplace. Equivalent regional process steps to be included during transition.						
6.8.48	Distribute VP HR goals memo to all HO people managers.				✓	✓	✓
6.8.49	Distribute goal memos to local managers and send confirmation to Corporate HR.				✓	✓	✓
6.8.50	Post policy statement at each location and send confirm to Corporate HR.				✓	✓	✓
6.8.51	Save Confirmation from EEO Coordinator re: distribution of goals memo and post policy.				✓	✓	✓

7. COMPENSATION ADMINISTRATION.

Supplier will be responsible for performing compensation administration. The Responsibility Matrix set forth below indicates who is accountable for certain listed processes, activities and tasks as part of the compensation administration Services.

No.	Process Steps	Supplier			LS&Co.		
		[****]	[***]	[***]*	[****]	[***]	[***]*
7.1	Building compensation strategy & plan						
7.1.1	Establishing an organizational strategy, objectives and grouping tasks into jobs				✓	✓	✓
7.1.2	Developing a compensation strategy based on job specification and requirements				✓	✓	✓
7.1.3	Budgeting for the compensation plan				✓	✓	✓
7.1.4	Identify, analyse and implement opportunities to drive continuous improvement and improve efficiency	✓	✓	✓			
7.1.5	Share all regulatory and government updates with LS&Co gathered through best practice sharing sessions	✓	✓	✓			
7.1.6	Collaborate with LS&Co. to make the required process or documentation change based on the regulatory and government	✓	✓	✓			

No.	Process Steps	Supplier		LS&Co.		
	updates					
7.2	Evaluating current compensation plans & systems					
7.2.1	Evaluating the compensable and non- compensable factors currently existing in the organization			✓	✓	✓
7.2.2	Survey request from the research analysts (Mercer, Hewitt etc.)			✓	✓	✓
7.2.3	Support survey needs (e.g. data collection)	✓	✓	✓		
7.2.4	Receiving survey data (market research reports)			✓	✓	✓
7.2.5	Pooling the report for benchmarking analysis	✓	✓	✓		
7.2.6	Benchmarking compensation plans based on the market intelligence & best practices			✓	✓	✓
7.2.7	Identification & prioritization of the key changes/ improvisations needed in the existing compensation policy like mix of fixed and variable compensation, target quartile as compared to competition, specific technologies etc.			✓	✓	✓
7.2.8	Developing the annual compensation plans and schedules to execute the changes needed			✓	✓	✓
7.3	Designing & developing salary structures					
7.3.1	Designing the job evaluation and grading studies for determining compensation plans / structures for different jobs/ roles			✓	✓	✓
7.3.2	Execution of the job analysis program and preparation of job groups based on complexity levels			✓	✓	✓
7.3.3	Preparation of job descriptions for all jobs in a job group			✓	✓	✓
7.3.4	Model different salary structures and evaluate possible impacts in terms of employee motivation, regulatory compliance, business impact, competition etc.			✓	✓	✓
7.3.5	Determining the most appropriate salary structure for different functions			✓	✓	✓
7.3.6	Obtaining consent/ approval from business leaders of each function on the			✓	✓	✓

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No.	Process Steps	Supplier		LS&Co.		
	compensation plans prepared					
7.4	Developing fixed and variable compensation plans					
7.4.1	Developing fixed & variable compensation plans based on possible impacts in terms of employee motivation, regulatory compliance, business impact, competition etc.			✓	✓	✓
7.4.2	Combining the compensation and non-compensation dimensions into an effective reward system for different groups of employees			✓	✓	✓
7.5	Communicating / updating employees on the compensation plans					
7.5.1	Communicating the details of compensation plans to specific stakeholders using appropriate channels including but not limited to email and hard copy via post if required.	✓	✓	✓		
7.5.2	Advising employees on how best they can utilize the compensation plan			✓	✓	✓
7.5.3	Sending reminders to employees/ managers for compensation plans and changes	✓	✓	✓		
7.6	Clarifying compensation specific queries/grievances					
7.6.1	Providing clarification on employees queries on compensation plans	✓	✓	✓		
7.6.2	Providing factual solutions to issues raised regarding compensation structure and various plans	✓	✓	✓		
7.6.3	Liaising with payroll team to make necessary changes to compensation to correct errors	✓	✓	✓		
7.6.4	Communicating with employee confirming the resolution provided	✓	✓	✓		
7.6.5	Managing compensation data / information and risk associated with ensuring data safety and security, and correct upload	✓	✓	✓		

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No.	Process Steps	Supplier			LS&Co.		
7.6.6	Carrying out the below minimum exercise to correct/ change an employee's pay	✓	✓	✓			
7.6.7	Making off cycle changes for compensation administration	✓	✓	✓			
7.6.8	Administering compensation package and final pay determination	✓	✓	✓			
7.6.9	Support/execute local statutory annual increases as needed	✓	✓	✓			
7.7	Reporting and Analytics						
7.7.1	Checking with the regulatory and compliance teams on their specific requirements/ customizations required to functional reports				✓	✓	✓
7.7.2	Collating & consolidating the necessary information and pass on to the regulatory and compliance team for analysis/ review	✓	✓	✓			
7.7.3	Analysing data for patterns on compensation structure in relation with different functions	✓	✓	✓			
7.7.4	Evaluating the performance of the compensation function based on the agreed parameters such as timely delivery of compensation, surveys on effectiveness of compensation structure etc.				✓	✓	✓
7.7.5	Conducting surveys on a timely basis on the compensation structure alignment with organizational goals, satisfaction level of employees etc.	✓	✓	✓			
7.7.6	Publishing the results to relevant stakeholders	✓	✓	✓			
7.8	Relocation Admin						
7.8.1	Communicate relocation of employees				✓	✓	✓
7.8.2	kick off with 3rd party provider to provide data inputs for relocation	✓	✓	✓			
7.8.3	Co-ordinate with 3rd party for any ongoing compensation changes (ex - quarterly changes)	✓	✓	✓			
7.9	Incentives						
7.9.1	Design of incentive plan (AIP)				✓	✓	✓

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No.	Process Steps	Supplier			LS&Co.		
7.9.2	Data collation for AIP baseline	✓	✓	✓			
7.9.3	Sending compensation review letters	✓	✓	✓			
7.10	Employee Recognition Programs						
7.10.1	Define and develop engagement & recognition programs				✓	✓	✓
7.10.2	Communicate recognition guidelines / responsibilities	✓	✓	✓			
7.10.3	Administer recognition award e.g. hosting / collating and evaluating responses provided by LS&Co	✓	✓	✓			
7.10.4	Prepare award documentation	✓	✓	✓			
7.10.5	Communicate and distribute award				✓	✓	✓
7.11	Compensation Admin						
7.11.1	Calculate accruals and payout for incentive plans	✓	✓	✓			
7.11.2	Support administrative tasks associated with claims management	✓	✓	✓			

8. PERFORMANCE MANAGEMENT.

Supplier will be responsible for administering the performance management process. The Responsibility Matrix set forth below indicates who is accountable for certain listed processes, activities and tasks as part of the performance management Services.

No.	Process Steps	Supplier			LS&Co.		
		[****]	[****]	[****]*	[****]	[****]	[****]*
8.1	Strategy and Policy						
8.1.1	Establishing process / method for review of overall business unit: - objective completion and results - key measures of success - KPIs (financial, commercial, process and people)				✓	✓	✓
8.1.2	Defining process, timeline and responsibilities in organization goal setting				✓	✓	✓
8.1.3	Defining process for converting / cascading of organization goals into smaller, task-orientated, delivery targets per business unit				✓	✓	✓

No.	Process Steps	Supplier	LS&Co.
8.1.4	Identify, analyse and implement opportunities to drive continuous improvement and improve efficiency	✓	✓
8.1.5	Share all regulatory and government updates with LS&Co gathered through best practice sharing sessions	✓	✓
8.1.6	Collaborate with LS&Co. to make the required process or documentation change based on the regulatory and government updates	✓	✓
8.2	Preparation and Planning for Performance Management		
8.2.1	Evaluating the existing performance management system		✓
8.2.2	Identifying & prioritizing the key changes/ improvisations needed in the existing performance management system based on organizational objectives and job descriptions		✓
8.2.3	Analyzing the industry best practices for performance management		✓
8.2.4	Developing the annual performance cycle / plan for performance management along with top leadership		✓
8.2.5	Administering the annual performance cycle / plan, including but not limited to, following up with managers/employees for performance closures	✓	✓
8.2.6	Deciding on the process of measurement to determine how the performance components will be measured & finalizing the performance review criteria		✓
8.2.7	Customizing the plans based on specific job descriptions		✓
8.2.8	Aligning rewards with the performance results		✓
8.2.9	Finalizing the key dates and milestones for performance review		✓
8.3	Developing guidelines for managers on goal		

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No.	Process Steps	Supplier			LS&Co.		
	setting and employee assessment						
8.3.1	Documenting best-practices for goal setting				✓	✓	✓
8.3.2	Conducting coaching sessions for managers				✓	✓	✓
8.3.3	Assisting managers with queries	✓	✓	✓			
8.3.4	Defining and publish common template for goal capturing and tracking				✓	✓	✓
8.3.5	Setting achievable goals & deadlines for timely completion of task with employees				✓	✓	✓
8.4	Identifying the channels for communication to specific stakeholders						
8.4.1	Communicating the strategy to rest of the organization on a selective basis				✓	✓	✓
8.4.2	Cascading business unit goals via managers to individuals				✓	✓	✓
8.4.3	Defining the role of supervisor and employees in performance management				✓	✓	✓
8.4.4	Completing the Workday set up for performance review date	✓	✓	✓			
8.4.5	Setting up specific goals and standards for employees				✓	✓	✓
8.5	Interacting / communicating with the people managers / supervisors						
8.5.1	Seeking inputs from supervisors on employees				✓	✓	✓
8.5.2	Mentoring on how to help employees overcome shortcomings				✓	✓	✓
8.5.3	Defining training/skill enhancement needs for employees, along with Learning and Development team				✓	✓	✓
8.5.4	Creating a back-up plan in case the repartee is not able to meet expectations				✓	✓	✓
8.6	Interacting / communicating with the employees						
8.6.1	Communicating with employees on: Expectations, Target vs performance , Areas of improvement				✓	✓	✓
8.6.2	Monitoring adherence to timelines and execution of performance	✓	✓	✓			

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No.	Process Steps	Supplier		LS&Co.		
	management plan like timely competition, coverage of all intended employees					
8.6.3	Evaluating employee performance against pre-determined goals and standards			✓	✓	✓
8.6.4	Receiving and resolving employee queries	✓	✓	✓		
8.6.5	Sending reminders to employees/ managers for pending issues	✓	✓	✓		
8.6.6	Stating clearly the possible benefits/ repercussions linked to performance			✓	✓	✓
8.7	Calibrating performance appraisals					
8.7.1	Reviewing information gathered during performance management cycle and investigate abnormalities			✓	✓	✓
8.7.2	Removing inconsistencies in approach and evaluation			✓	✓	✓
8.7.3	Finalizing performance ratings for the employees			✓	✓	✓
8.7.4	Updating employee ratings on Workday			✓	✓	✓
8.7.5	Conducting regular audits to ensure accuracy of ratings uploaded	✓	✓	✓		
8.8	Clarifying performance management related queries					
8.8.1	Clarifying employee queries relating to performance management	✓	✓	✓		
8.8.2	Resolve escalated queries			✓	✓	✓
8.8.3	Creating presence on channels like internal portals for clarifying employee queries	✓	✓	✓		
8.9	Monitoring employee progress					
8.9.1	Mentoring / counselling employees on how to work on areas of improvements			✓	✓	✓
8.9.2	Designing a performance improvement plan for employees requiring training to improve their performance along with their managers			✓	✓	✓
8.9.3	Administering the Performance Improvement plan (PIP)			✓	✓	✓

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No.	Process Steps	Supplier			LS&Co.		
8.9.4	Encouraging high performing employees along with their managers				✓	✓	✓
8.9.5	Work with manager to monitor adherence of employee to the PIP , and bring PIP to closure	✓	✓	✓			
8.9.6	Reminding the employees of repercussion at a pre-defined frequency				✓	✓	✓
8.9.7	Taking appropriate disciplinary actions for employees who failed to adhere to organization policies				✓	✓	✓
8.10	Performance Management Process Evaluation						
8.10.1	Providing MIS reports on important performance management statistics like timely completion, adherence to the bell curve, successful issue resolution etc.	✓	✓	✓			
8.10.2	Conduct satisfaction surveys	✓	✓	✓			
8.10.3	Evaluating the performance of function based on timely completion of performance appraisals, surveys on ease of usage etc.				✓	✓	✓
8.10.4	Presenting the final analysis to the end stakeholder	✓	✓	✓			

9. OFFBOARDING.

Supplier will be responsible for performing offboarding activities. The Responsibility Matrix set forth below indicates who is accountable for certain listed processes, activities and tasks as part of the offboarding Services.

No.	Process Steps	Supplier			LS&Co.		
		[****]	[****]	[****]*	[****]	[****]	[****]*
9.1	Strategy and Policy						
9.1.1	Establish employee record management strategy and policies				✓	✓	✓
9.1.2	Identify specific regulatory or legislative requirements that govern records				✓	✓	✓

No.	Process Steps	Supplier		LS&Co.	
	management				
9.1.3	Identify, analyse and implement opportunities to drive continuous improvement and improve efficiency	✓	✓	✓	
9.1.4	Share all regulatory and government updates with LS&Co gathered through best practice sharing sessions	✓	✓	✓	
9.1.5	Collaborate with LS&Co. to make the required process or documentation change based on the regulatory and government updates	✓	✓	✓	
9.2	Exit Administration – Individual Employee				
9.2.1	Design exit policy. Update and communicate policy to appropriate parties, via agreed channels			✓	✓
9.2.2	Initiate and process voluntary Exits thru Manager Self Service (MSS) with employee's approved exit and exit date (details required will vary by reason) for leaving using agreed form and tools			✓	✓
9.2.3	Initiate all involuntary Exits with a confirmation from the LS&Co. as appropriate	✓	✓	✓	
9.2.4	Initiate and process voluntary Exits in case of non-availability of self service	✓	✓	✓	
9.2.5	Send notifications to external third parties, internal LS&Co. and Supplier support functions of Individual Exit transaction, as per LS&Co. policy, Agreement and relevant Supplier processes / procedures.	✓	✓	✓	
9.2.6	Receive last day confirmation from employee/manager; manager can approve shortened notice period as per guidelines provided by LS&Co.	✓	✓	✓	
9.2.7	Supplier shall issue, as required by LS&Co.	✓	✓	✓	

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No.	Process Steps	Supplier			LS&Co.		
	individual exit documentation (e.g. documents requiring signature, termination checklist, etc.) via email to exiting employee's line manager (or other LS&Co. nominated person) for completion.						
	documents requiring signature, termination checklist, etc.) via email to exiting employee's line manager (or other LS&Co. nominated person) for completion.						
9.2.8	Share exit documents with line manager and await receipt of completed documents	✓	✓	✓			
9.2.9	Receive, validate and log receipt of completed individual exit documentation.	✓	✓	✓			
9.3	Multiple Employee Exit Program and Exit Date Amendments						
9.3.1	Design exit questionnaire policy. Update and communicate to appropriate teams				✓	✓	✓
9.3.2	Design cancellation / reinstatement policy. Update and communicate policy to appropriate parties				✓	✓	✓
9.3.3	Request Service from Supplier using agreed to Change Request process.				✓	✓	✓
9.3.4	Review request for completion, legibility and correct assignment.	✓	✓	✓			
9.3.5	Confirm required documentation has been fully and legibly completed, or reject / close ticket and issue automated email to requestor (the individual who raised the case) if request doesn't meet agreed criteria.	✓	✓	✓			
9.3.6	Process cancel / re-instate exit transaction in HRIS.	✓	✓	✓			
9.3.7	Send notifications to external third parties , internal functions on employee exit	✓	✓	✓			
9.3.8	Schedule exit interview as defined by LS&Co	✓	✓	✓			
9.3.9	Deactivate email, employee ID, and support asset handover				✓	✓	✓
9.3.10	Deactivate email, employee ID if not closed by manager within timeframe agreed upon with LS&Co.	✓	✓	✓			
9.3.11	Conduct exit interview as defined by LS&Co	✓	✓	✓			

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No.	Process Steps	Supplier	LS&Co.		
9.4	Physical Employee Records, Files and Documents				
9.4.1	Define data content requirements			✓	✓
9.4.2	Store physical documents according to defined requirements for statutory and regulatory compliance.	✓	✓	✓	
9.4.3	Fulfil requests for files to employees/retirees, managers, HR and Legal per corporate standards and within agreed to timeframes.	✓	✓	✓	
9.4.4	Maintain records of all files including checked out and returned logs.	✓	✓	✓	
9.4.5	Dispose of files based on agreed to disposal procedures.	✓	✓	✓	
9.5	Severance Activity Support				
9.5.1	Determine strategy for LS&Co. employee severance.			✓	✓
9.5.2	Define exception handling and escalation guidelines.			✓	✓
9.5.3	Provide governance over severance process to ensure selections have been made in accordance with the guidelines.			✓	✓
9.5.4	Review workforce assessment results to ensure compliance with guidelines.			✓	✓
9.5.5	Monitor and ensure compliance for any regulations regarding mass layoffs.			✓	✓
9.5.6	Review and notify Supplier of changes to severance details.			✓	✓
9.5.7	Notify third party providers with respect to transition services	✓	✓	✓	
9.5.8	Audit invoices and process payments to transition services third party providers.			✓	✓
9.5.9	Provide templates for severance packages and directions for use.			✓	✓
9.5.10	For open employee relations cases, review files of Supplier and work with LS&Co., to determine previous leaves	✓	✓	✓	

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No.	Process Steps	Supplier	LS&Co.		
	and employee relations cases that may impact current case. Ensure final recommendation takes into account previous leaves and employee relations cases as appropriate				
9.5.11	Maintain severance calculation worksheet.	✓	✓	✓	
9.5.12	Prepare severance calculation estimates.	✓	✓	✓	
9.5.13	Approve termination actions			✓	✓
9.5.14	Update impacted employee data in LS&Co. HR system based on LS&Co. direction (e.g. placing employee on a special leave during a WARN notice, deferred early retirement, etc...)	✓	✓	✓	
9.5.15	Produce and deliver Severance packages as directed by LS&Co.	✓	✓	✓	
9.5.16	Manage OWPA (Older Workers Protection Act) or equivalent			✓	✓
9.5.17	Provide EEO team with notification of upcoming severance activity at a mutually agreed on time frame, before OWBPA or equivalent requests are made.			✓	✓
9.5.18	Internal reporting for severance	✓	✓	✓	
9.5.19	Log employee inquiries into case management tool.	✓	✓	✓	
9.5.20	Track return of required general release documents.	✓	✓	✓	
9.5.21	Respond to inquiries from severance impacted employees.	✓	✓	✓	
9.5.22	Respond to escalated inquiries from severance impacted employees			✓	✓
9.5.23	Manage interactions with Works Councils(WC)/Trade unions(TU) where applicable			✓	✓
9.5.24	Provide all data requirements for the consultations with WCs and TUs	✓	✓	✓	

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10. HR HELPDESK.

The scope of the HR Helpdesk services will be to provide Human Resource related customer service including timely response and resolution of issues regarding Human Resource programs offered by LS&Co. and expert assistance relating to the use of all Human Resource systems and processes supported by Supplier.

The Responsibility Matrix set forth below indicates who is accountable for certain listed processes, activities and tasks as part of the HR Helpdesk Services.

No.	Process Steps	Supplier			LS&Co.		
		[****]	[***]	[****]*	[****]	[***]	[****]*
10.1	Policy and Procedure						
10.1.1	Provide current content of company policies and procedures.				✓	✓	✓
10.1.2	Provide requirements for call scripts, call trees, and escalation instructions (e.g. sensitive issues).				✓	✓	✓
10.1.3	Provide Supplier with changes to LS&Co. policies and procedures.				✓	✓	✓
10.1.4	Maintain a knowledge base of operational procedures for the contact center services.	✓	✓	✓			
10.1.5	Provide access to the operational procedures / knowledgebase for review and approval.	✓	✓	✓			
10.1.6	Conduct annual content review/audit of Supplier operational procedures and knowledge base, or as needed				✓	✓	✓
10.1.7	Notify vendor of new programs and program changes, communications or other activities that may impact content accuracy in knowledgebase.				✓	✓	✓
10.1.8	Confirm successful resolution of content audit findings with LS&Co.	✓	✓	✓			
10.1.9	Provide clarification of HR policies, procedures, guidelines and practices to employees as requested.	✓	✓	✓			
10.1.10	Provide HR policies, procedures, guidelines and practices to caller.	✓	✓	✓			
10.1.11	Provide any changes as they relate to policy, procedures and guidelines to Supplier.				✓	✓	✓

No.	Process Steps	Supplier			LS&Co.		
10.1.12	Identify, analyse and implement opportunities to drive continuous improvement and improve efficiency	✓	✓	✓			
10.1.13	Share all regulatory and government updates with LS&Co gathered through best practice sharing sessions	✓	✓	✓			
10.1.14	Collaborate with LS&Co. to make the required process or documentation change based on the regulatory and government updates	✓	✓	✓			
10.2	Contact Volume Planning						
10.2.1	Provide LS&Co. historical voice contact volumes.	✓	✓	✓			
10.2.2	Inform Supplier of any initiatives / projects which may increase call volumes				✓	✓	✓
10.2.3	Verify receipt of LS&Co. acceptance of voice volume forecasts and plan business operations accordingly.	✓	✓	✓			
10.3	Service Desk Operations						
10.3.1	Provide, administer, manage and maintain LS&Co.'s HR Service Desk.	✓	✓	✓			
10.3.2	Respond with accurate data to all incoming inquiries (voice, data, mail, fax, and email or as mutually agreed) to provide a seamless resolution for caller issues.	✓	✓	✓			
10.3.3	Resolve as many calls as possible on first contact with escalation to the appropriate LS&Co. or Supplier resource as required.	✓	✓	✓			
10.3.4	Create and maintain accurate and timely reports regarding HR Service Desk performance.	✓	✓	✓			
10.3.5	Service Center Hours: · Provide IVR, email capability, and make representatives available during normal working hours per region as provided below <i>LSA – 6:00 AM to 6:00 PM PDT (covering EDT, PDT & CDT time zones)</i> <i>LSE – 5:30 AM to 6:30 PM UK time (covering all</i>	✓	✓	✓			

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No.	Process Steps	Supplier	LS&Co.		
	<i>LSE time zones) AMA – 6:00 AM to 11:00 PM Singapore time (covering all AMA countries)</i>				
10.3.6	Approve call scripts and call tree for Interactive Voice Response Services.		✓	✓	✓
10.3.7	Develop Interactive Voice Response scripts and call tree based on LS&Co. requirements. Updated Interactive Voice Response scripts as requested by LS&Co.	✓	✓	✓	
10.3.8	Interactive Voice Response Services: <ul style="list-style-type: none"> · Function as primary owner of main toll free phone number responsible for transfers to other third parties · Provide LS&Co.-specific toll-free number(s) · Provide LS&Co. Service Representatives (CSR's) · Provide Interactive Voice Response system minimally for security, call routing · Integrate Interactive Voice Response with other 3rd party vendors to provide 1 source number for all HR-related calls 	✓	✓	✓	
10.3.9	Call Handling <ul style="list-style-type: none"> · Log all contacts so that call history is maintained · Support all inquiries and transactions · Record and maintain records of calls (currently all calls – except ER – are maintained for 2 months) 	✓	✓	✓	
10.3.10	Correspondence <ul style="list-style-type: none"> · Image and link all incoming correspondence to a case · Respond to correspondence under case management / policy and procedure guidelines 	✓	✓	✓	

No.	Process Steps	Supplier	LS&Co.
10.3.11	<p>Case Management</p> <ul style="list-style-type: none"> · Establish electronic case for each escalated call/issue · Research and close all Work in Progress issues · Track all cases, including cases escalated to LS&Co., until resolved · Close all cases, with exception of cases escalated to LS&Co., within agreed upon timeframes per process · Support historical data research · Research and resolve all HR data discrepancies · Escalates issues to LS&Co. for resolution per guidelines · Facilitate participant interaction with third party issues · Implement a Case Management System to log follow-up and resolution of cased items. · Manage case resolution within agreed upon service standards · Provide ongoing feedback on cases with LS&Co. through resolution of a case · Provide a case management and communication process so that employees know the point of contact for their case. 	✓	✓
10.3.12	Manage resolution of participant issues escalated to LS&Co., as per agreed policy.		✓
10.3.13	Define and modify reporting requirements to provide insight into call drivers by population.		✓
10.3.14	Provide detailed call reporting by LS&Co. population and call type per LS&Co. requirements.	✓	✓
10.4	Customer Satisfaction		
10.4.1	<p>Quality Calibration</p> <p>Participate in regularly scheduled call listening/calibration sessions to provide consistency between LS&Co. and vendor with respect to overall call quality (e.g. tone, pace, empathy) and adherence to .</p>		✓

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No.	Process Steps	Supplier			LS&Co.	
	LS&Co.'s policies and procedures					
10.4.2	Call Monitoring <ul style="list-style-type: none"> · Conduct quality monitoring and evaluation of service center representatives · Generate LS&Co. standard monthly report of quality monitoring and evaluation results for LS&Co. review 	✓	✓	✓		
10.4.3	Perform LS&Co. Satisfaction Surveys for all services according to Supplier standards agreed to by LS&Co. <ul style="list-style-type: none"> · Report customer satisfaction results per agreed-to frequency · Provide detailed results as requested by LS&Co 	✓	✓	✓		
10.5	Transaction Processing/Data Entry					
10.5.1	Input to HR System and verify all changes to employee personal data.	✓	✓	✓		
10.5.2	Input to core HR System and verify all employee basic benefit data.	✓	✓	✓		
10.5.3	Provide standard HR-related forms as requested by callers	✓	✓	✓		
10.5.4	Manage the employment and wage verification processes and respond to all requests for information	✓	✓	✓		
10.6	Problem Management – Service Desk Specific					
10.6.1	Maintain an integrated problem management process for the centralized reporting and tracking of problems under the Supplier's control.	✓	✓	✓		
10.6.2	Provide and maintain a method for proper escalation of problems within the Supplier's scope of responsibilities.	✓	✓	✓		
10.6.3	Provide and maintain a method for proper escalation of problems within LS&Co.'s scope of responsibilities.				✓	✓
10.6.4	Provide LS&Co. with detailed reporting and	✓	✓	✓		

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No.	Process Steps	Supplier			LS&Co.	
	statistics of reported problems					
10.7	Disaster Recovery					
10.7.1	Provide HR Service Desk disaster recovery requirements.	✓	✓	✓		
10.7.2	Develop HR Service Desk disaster recovery plan.	✓	✓	✓		
10.7.3	Approve HR Service Desk disaster recovery plan.				✓	✓
10.7.4	Test HR Service Desk disaster recovery plan annually.	✓	✓	✓		
10.7.5	Assist in HR Service Desk disaster recover test as needed.				✓	✓
10.7.6	Evaluate results of disaster recovery test and recommend required changes to disaster recovery plan with Supplier				✓	✓
10.7.7	Inform LS&Co. of outages or problems and anticipated resolution within 10 minutes of initial outage	✓	✓	✓		

11. HRIS.

The scope of the HRIS services will be to provide support for the human resource information systems.

The Responsibility Matrix set forth below indicates who is accountable for certain listed processes, activities and tasks as part of the HRIS Services.

No.	Process Steps	Supplier (Technical)			Supplier (Functional)			LS&Co.		
		[****]	[****]	[****]*	[****]	[****]	[****]*	[****]	[****]	[****]*
11.1	HRIS Support – Workday (inclusive of Workday Applicant Tracking)									
11.1.1	Manage the relationship with Workday.							✓	✓	✓
11.1.2	Workday stabilization support - confirm requirements, implement and test changes as agreed				✓	✓	✓			

No.	Process Steps	Supplier (Technical)	Supplier (Functional)	LS&Co.		
	with LS&Co					
11.1.3	Prioritize and approve the configuration elements				✓	✓
11.1.4	Maintain the configuration set up within Workday.		✓	✓	✓	
11.1.5	Provide second level (Tier 2) user support for Workday processes.		✓	✓	✓	
11.1.6	Establish the security priority				✓	✓
11.1.7	Execute and maintain the security configuration and role assignments within Workday including but not limited to supporting quarterly SOX audit processes as required by either internal or external teams, providing and updating documentation as required		✓	✓	✓	
11.1.8	Administer and support Workday update twice yearly, or as determined by Workday; to include adoption and configuration of new processes and enhancements for the duration of the update process including but not limited to: unit testing of core processes, test script		✓	✓	✓	

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No.	Process Steps	Supplier (Technical)	Supplier (Functional)	LS&Co.		
	update for user acceptance testing (if applicable), conducting user acceptance testing with HR testers and reporting out results, deploying new updates, and documentation and training					
11.1.9	Test new releases and document any issues; administer and support integration testing from the transactional, process, and data perspective	✓	✓	✓	✓	✓
11.1.10	Make any required configuration changes based on testing results.			✓	✓	✓
11.1.11	Review Workday release plans to determine changes to existing interface programs.			✓	✓	✓
11.1.12	Execute integration testing for new releases and make any necessary changes.	✓	✓	✓		
11.1.13	Review and approve/sign-off on regression test results for integration updates.					✓
11.1.14	Monitor interface file success or failure.	✓	✓	✓		
11.1.15	Log ticket upon failure or unsuccessful transfer.	✓	✓	✓		

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No.	Process Steps	Supplier (Technical)	Supplier (Functional)	LS&Co.		
11.1.16	Work with third-party vendors to resolve interface problems.	✓	✓	✓		
11.1.17	Monitor and maintain all integrations for Workday. New integrations to be implemented based on agreed to rate card.	✓	✓	✓		
11.1.18	Administer and maintain administrative processes and tasks in Workday including but not limited to maintaining core organizations for HRIS in Workday such as: Supervisory, Cost Centers, Locations, Companies, Compensation, and Matrix orgs	✓	✓	✓		
11.1.19	Support and maintain rollout of cyclical initiatives from configuration to testing to production support during live process including but not limited to benefit program changes such as open enrollment, APR – merit, performance review and goal setting, budgeting requirements such as loading new positions, cost center changes, as well as configuration			✓	✓	✓

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No.	Process Steps	Supplier (Technical)	Supplier (Functional)	LS&Co.
	changes due to legislative and market changes			
11.1.20	Provide configuration support as requested by LS&Co. for special projects, based on agreed to rate card	✓	✓	✓
11.1.21	Maintain a requirement traceability matrix tracking configuration changes and approval from LS&Co.		✓	✓
11.1.22	Update LS&Co. Workday documentation for functional specifications, job aids, work instructions, training materials wherever applicable		✓	✓
11.1.23	Approve changes to LS&Co. Workday documentation			✓
11.1.24	Update Supplier HR Service Desk knowledge base and train Service Desk team based on any configuration changes implemented		✓	✓
11.1.25	Identify, analyse and implement opportunities to drive continuous improvement and improve efficiency across all HRIS areas including but not		✓	✓

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No.	Process Steps	Supplier (Technical)	Supplier (Functional)	LS&Co.		
	limited to Workday					
11.1.26	Share all regulatory and government updates with LS&Co gathered through best practice sharing sessions		✓	✓	✓	
11.1.27	Collaborate with LS&Co. to make the required process or documentation change based on the regulatory and government updates	✓	✓	✓	✓	
11.1.28	Act as liaison between Workday and Supplier to assist in setting up Workday training environment, and requesting Workday to train Supplier (any financials associated with training will be borne by Supplier)					✓ ✓ ✓
11.2	HRIS Support – Non Workday Applications					
	HR Portal Operations					
11.2.1	Provide an HR Portal that complements the Suppliers services, supports LS&Co. HR priorities, continues to be refreshed with new technology capabilities on a regular basis and is consistent with industry best practices (e.g. usability, navigation,	✓	✓	✓		

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No.	Process Steps	Supplier (Technical)	Supplier (Functional)	LS&Co.
	ease of use, etc.).			
11.2.2	Host the HR Portal & Ask HR in supplier's shared services environment, with LS&Co. data logically separated.	✓	✓	✓
11.2.3	On a monthly basis, proactively propose changes to the HR Portal & Ask HR based on industry best practice and LS&Co. input.	✓	✓	✓
11.2.4	Approve proposed changes.			✓
11.2.5	Implement approved changes	✓	✓	✓
11.2.6	Assure HR Portal & Ask HR adheres to Supplier security policies and procedures.	✓	✓	✓
11.2.7	Provide intranet accessible HR Portal & Ask HR.	✓	✓	✓
11.2.8	Submit request to create, amend, or delete HR Portal and Ask HR Content and relevant Supplier processes / procedures.			✓
11.2.9	Confirm the HR Portal and Ask HR content request has been fully and legibly completed. Request changes or clarifications as required.	✓	✓	✓

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No.	Process Steps	Supplier (Technical)	Supplier (Functional)	LS&Co.		
11.2.10	Process request, and make change to HR Portal and Ask HR content, as per LS&Co. request.	✓	✓	✓		
11.2.11	Provide translated content where items to be posted to the HR Portal and Ask HR are in a language other than English.				✓	✓
11.2.12	Send confirmation of completion of task to LS&Co. requestor (the individual who raised the case).	✓	✓	✓		
11.2.13	Continuously monitor Ask HR and HR Portal usage and make recommendations to increase LS&Co. employee utilization of HR Portal	✓	✓	✓		
11.2.14	Provide reports, as agreed to with LS&Co., on HR Portal utilization to inform LS&Co. of HR Portal usage	✓	✓	✓		
	Third Party Hosted Applications (e.g. HireRight, CIC Plus, Taleo)					
11.2.15	Provide third party hosted applications in support of HR Services requirements.				✓	✓
11.2.16	Approve third party vendors, pricing and terms of				✓	✓

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No.	Process Steps	Supplier (Technical)	Supplier (Functional)	LS&Co.
	service.			
11.2.17	Pass-through LS&Co. approved costs on monthly invoices.			✓ ✓ ✓
11.2.18	Request application access based on agreed to procedures.			✓ ✓ ✓
11.2.19	Grant access and provide password support as required.			✓ ✓ ✓
11.2.20	Resolve issues with vendor on behalf of LS&Co.			✓ ✓ ✓
11.3	HRIS Tables Maintenance, Data Integrity and Organization Structure Maintenance (Workday = HRIS)			
11.3.1	Identify and make changes to HRIS tables and data	✓ ✓ ✓		
11.3.2	Identify and process mass changes (i.e. org changes).	✓ ✓ ✓		
11.3.3	Maintain core tables for HRIS application(s).	✓ ✓ ✓		
11.3.4	Administer position management data.	✓ ✓ ✓		
11.3.5	Maintain data integrity between third party applications, between core HRIS, and all relevant HR systems regardless of if interfaces exist	✓ ✓ ✓		
11.4	Reports			
11.4.1	Maintain integrity of LS&Co. reports catalogue	✓ ✓ ✓		

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No.	Process Steps	Supplier (Technical)	Supplier (Functional)	LS&Co.
	within Workday.			
11.4.2	Run reports as requested by LS&Co.	✓	✓	✓
11.4.3	Build non-standard reports requested by LS&Co		✓	✓
11.4.4	Provide data extracts from Workday to other Supplier for reporting requirements that have been assigned to that Supplier, if required.	✓	✓	✓
11.4.5	Approve before sending the data to external vendors			✓
11.4.6	Provide raw data reports from other systems (e.g. PeopleSoft) that require consolidation and manipulation of data from various sources. (List of reports to be developed and maintained by LS&Co.).			✓
11.4.7	Provide ad hoc support for requests for historical data (e.g. PeopleSoft).			✓
11.4.8	Manipulate data received from LS&Co. to consolidate with Workday data, and prepare reports		✓	✓
11.4.9	Build, maintain, and modify dashboards as agreed on with LS&Co.		✓	✓
11.5	Incident and Problem			

No.	Process Steps	Supplier (Technical)			Supplier (Functional)			LS&Co.		
		Management								
11.5.1	Provide Incident and Problem Management process requirements.							✓	✓	✓
11.5.2	Incorporate LS&Co. Incident and Problem Management process requirements into Supplier processes.	✓	✓	✓						
11.5.3	Detect and acknowledge all incidents that occur and record in ticketing system.	✓	✓	✓						
11.5.4	Proactively provide LS&Co. an update when an incident/event occurs.	✓	✓	✓						
11.5.5	Classify and take action to resolve the incident based on agreed-to Severity Level protocol.	✓	✓	✓						
11.5.6	Review Severity Level assignment and confirm agreement or provide corrected Severity Level and justification.							✓	✓	✓
11.5.7	Investigation and diagnosis the cause of the Incident	✓	✓	✓						
11.5.8	Resolve the incident and recover the system so that ongoing business operations can proceed.	✓	✓	✓						
11.5.9	Close the Incident.	✓	✓	✓						

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No.	Process Steps	Supplier (Technical)	Supplier (Functional)	LS&Co.		
11.5.10	Determine if an Incident requires long term Problem resolution and identify as a Problem within Supplier ticketing system.	✓	✓	✓		
11.5.11	Perform root cause analysis for all identified Problems and recommend corrective action.	✓	✓	✓		
11.5.12	Implement corrective action and close the ticket.	✓	✓	✓		

12. [****]*

MASTER SERVICES AGREEMENT*

BY AND BETWEEN

LEVI STRAUSS & CO.

AND

WIPRO LIMITED

NOVEMBER 7, 2014

**EXHIBIT 2
DESCRIPTION OF SERVICES**

**ATTACHMENT 2.2
DESCRIPTION OF SERVICES – FINANCE SERVICES**

* Certain information in this exhibit has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions marked with [****]*.

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1. INTRODUCTION

Purpose: This Exhibit describes the Services to be performed for LS&Co. by Supplier pursuant to the Agreement.

References: References to an Attachment, Appendix, Section or Article shall be to such Attachment or Appendix to, or Section or Article of, this Exhibit unless otherwise provided. A reference to Exhibit includes a reference to the Attachments and Appendices attached hereto.

Definitions: As used in this Exhibit, capitalized terms shall have the meanings set forth in Exhibit 1. Other terms used in this Exhibit are defined where they are used and have the meanings there indicated.

The Services to be provided by Supplier to [****]* under this Agreement are categorized into the following processes:

- Accounts Payables (AP)
- Travel & Expense (T&E)
- Payroll
- Accounts Receivables (AR)
- General Accounting (GA)
- Inventory Accounting
- Treasury Transactions
- Internal Reporting
- Procurement Enablement
- Technology & Master Data Management (MDM)

Without limiting Section 3.1 of the Agreement, the Services include (a) the services, functions and responsibilities described in this Attachment; and (b) the services, functions and responsibilities identified in the roles and responsibilities matrices contained within this Attachment for which Supplier is responsible (i.e., those Services which have an “” in the column labeled Supplier).

2. ACCOUNTS PAYABLES (AP)

Supplier will be responsible for performing the Accounts Payable Process. The “Accounts Payable” Process consists of a comprehensive set of integrated functions and

responsibilities that constitute, support or relate to the recording, verification, processing and payment of invoices for goods, commodities, consumables and/or services procured in connection with LS&Co.'s business, including the Supplier Principal Activities set forth in the following table. LS&Co. will support Supplier's performance of the Accounts Payable Process by performing the LS&Co. Principal Activities set forth in the following table.

2.1 Split of Responsibility

#	Principal Activity	LS&Co.			Supplier		
		[****]	[****]	[****]*	[****]	[****]	[****]*
	Policy Governance- Define and Communicate Policies						
	Establish, maintain, and communicate policies, procedures, approval limits and guidelines for AP	X	X	X			
	Provide local legal/statutory inputs for AP policies and procedures	X	X	X			
	Training Supplier on new systems, new or major process changes and related process documentation	X	X	X			
	Updates to existing process documentation, training on regular process updates				X	X	X
	Physical Document Handling	To be finalized as part of the Mailroom & Scanning solution					
	Manage inbound physical documents per agreed Mailroom & Scanning solution				X	X	X
	Existing LS&Co. digitization, print & archival partners like Basware, EDMS, Tessi, Iron Mountain, Bank of America, etc. to continue with their scope of work (explore managed services model with	X	X	X			

#	Principal Activity	LS&Co.			Supplier	
	Supplier taking over these 3 rd party contracts sometime in future)					
	Receive, sort, and prepare Accounts Payables (AP) documents for scanning			X	X	X
	Scan in-scope Accounts Payables documents and submit for processing to workflow			X	X	X
	Scan AP documents identified to be in-scope for LS&Co. scanning responsibility (for instance, LS&Co. may need to scan documents for countries with low volumes making consolidation into a central scanning solution economically & from a process efficiency standpoint less optimal)	X	X	X		
	Resolve scan exceptions as necessary for the Supplier in-scope documents			X	X	X
	LS&Co. including its other 3 rd parties responsible for document handling to resolve scan exceptions for their responsibility areas	X	X	X		
	Submit scanned in-scope Accounts Payables documents to workflow (ReadSoft, Base)) TM , etc. as the case may be) for processing			X	X	X
	Reject inadequate invoices and return to critical vendors per approval from LS&Co (mostly electronic invoice return, in certain exceptions where electronic communication details are not available, physical copies may need to be returned	X	X	X		

#	Principal Activity	LS&Co.			Supplier	
	as part of Mailroom & Scanning function- To be finalized)					
	Reject inadequate invoices and return to non-critical vendors as per desktop procedures (mostly electronic invoice return, in certain exceptions where electronic communication details are not available, physical copies may need to be returned as part of Mailroom & Scanning function- To be finalized)				X	X
	Physical archival of documents to be done by LS&Co. and/or its other 3 rd party service providers like Iron Mountain per LS&Co. policies & procedures	X	X	X		
	Electronic Archival & Retrieval of in-scope documents for Supplier processing using LS&Co. archival systems & procedures				X	X
	Return physical documents to LS&Co. and/or its physical archival partners post scanning				X	X
	Process Purchase Order (PO) Invoices					
	Classify invoices by name/type/complexity and assign to staff for processing				X	X
	Enter invoice and validate against PO and receipt (3 way match)				X	X
	Communicate unresolved invoice exceptions to business users through the workflow tool (Base))) or ReadSoft as the case may be) or emails for additional				X	X

#	Principal Activity	LS&Co.		Supplier		
	inputs/resolution as needed (e.g. price differences, etc.)					
	Ensure that information required to meet regional regulatory and tax requirements (e.g., VAT, freight, sales taxes) exists on the invoice. If this information is not available (error identified), resolve exception around regional regulatory and tax requirements as needed.			X	X	X
	Validate payment methods (EFT), create payment requests and verify approvals for payment processing			X	X	X
	Resolve exceptions (i.e. quantity differences, etc.) and/or refer to LS&Co. for resolution per agreed desktop procedures			X	X	X
	Resolve exceptions referred to LS&Co. by Supplier	X	X	X		
	Process Non-PO Invoices					
	Request approval/coding per agreed procedures			X	X	X
	Provide coding/approvals for non-PO invoices	X	X	X		
	Resolve exceptions (if any) with business units/buyer, escalate if required			X	X	X
	Resolve any escalated exceptions identified	X	X	X		
	Communicate unresolved invoice			X	X	X

#	Principal Activity	LS&Co.		Supplier		
	exceptions to business users via email and/or workflow tool per desktop procedures					
	Process time sensitive urgent invoices			X	X	X
	Process incoming invoices that require special handling (i.e. overnight requirements, return to vendor/field) or with specific instructions (i.e. requests for immediate checks) and route for LS&Co. review & approval if required per agreed desktop procedures			X		X
	Review and approve invoices that require special handling per agreed procedures (applicable for LS US only)	X				
	Process Invoice Holds / Blocks					
	Apply manual hold / block on invoices based on request by retained LS&Co. finance team (AMA currently does not apply manual hold, however in future manual hold may be followed as standard process across all regions)			X	X	X
	Approve manual hold / release on invoices	X	X	X		
	Release manual hold/block on invoices based on approval / direction from the retained Finance team			X	X	X
	Release system blocks on invoices within threshold limits & agreed desktop procedures			X	X	X

#	Principal Activity	LS&Co.			Supplier	
	Review/approve system hold release where required	X	X	X		
	Process Credit Memos					
	Receive (electronic copy), review and validate credit memos for completeness			X	X	X
	Resolve exceptions (if any) with business units/vendors for additional inputs or resolution as needed (e.g. request approval if credits needs to be adjusted against future payments)			X	X	X
	Identify invoices to offset the credit memo			X	X	X
	Process credit memos in the system			X	X	X
	Rents, Leases and Utility (RLU) Invoices					
	Process the invoice per agreed procedures (non-PO or PO as the case may be)			X	X	X
	Upload utility invoice files from Ecova into SAP in case of LS US					
	Enter, set up or modify and gain approval for recurring payments			X	X	X
	Review and approval of recurring payments setup	X	X	X		
	Follow up on RLU invoices not received which are due for payment			X	X	X
	Tax- VAT/Intrastat Processing & Reporting					

#	Principal Activity	LS&Co.			Supplier		
	VAT Reporting	X (E&Y)	X (Affiliates)	X (Canada & Mexico only)			
	1099 Statutory Tax Reporting				X		
	Provide updates to Tax regime	X	X	X			
	Tax processing per decision matrix and desktop instructions				X	X	X
	LS&Co. to provide decision matrix for correct taxes application	X	X	X			
	Process Trade Card Invoice						
	Monitor 3 way matching in Trade Card system and resolve match exceptions (including liaison with Nexus & business partners) and interface exceptions (PO, Goods Receipt and Invoice issues)				X	X	X
	Resolve escalated exceptions raised by Supplier for LS&Co.'s consideration per agreed procedures	X	X	X			
	Process and post Trade Card Invoice				X	X	X
	Reconcile upload from Trade Card to SAP (<i>Ensure completeness of invoices transferred to SAP system & Raise production support ticket for any missing invoices in SAP</i>)				X	X	X

#	Principal Activity	LS&Co.			Supplier	
	Receive, research and address incoming invoice, credit memo, and AP helpdesk request escalations or exceptions per standardized approval matrix	X	X	X		
	Payments					
	Process Electronic Payment					
	Develop scheduled payment proposals to be sent to bank/banking gateway				X	X
	Perform pre-file validations for the validation files (e.g. run reports on pre-file register, validate payments, bank account validation, currency, invoice amount)				X	X
	Review that eligible and earned discounts are taken when favorable to LS&Co. based on information provided by LS&Co. regarding discounts				X	X
	Transfer payment files to bank				X	X
	Generate remittance advices (upon request) and issue electronically				X	X
	Approve payment files prior to release				X	X
	Generate exception reports to support post processing audit				X	X
	Address banking errors or exceptions in payment processing; escalate unresolved errors to LS&Co. as needed				X	X
	Route banking error related information to Vendor Data Master group				X	X

#	Principal Activity	LS&Co.			Supplier		
	Address escalated banking errors and payment processing exceptions	X	X	X			
	Perform post-processing audit periodically	X	X	X			
	Create and Release Manual Payments						
	Request manual payments per agreed procedures	X	X	X			
	Verify approvals and completeness of the request and process in the system				X	X	X
	Clear suspense account bookings for VAT GTC					X	X
	Create and Release Down Payments						
	Request down payments per agreed procedures	X	X	X			
	Verify approvals and completeness of the request and process in the system				X	X	X
	Clear down payment account				X	X	X
	Create and Release Wire / EFT Payments						
	Prepare documentation for foreign currency wire / EFT and non-repetitive wire / EFT to facilitate wiring of funds				X	X	X
	Generate exception reports to support post processing audit				X	X	X
	Address banking errors (simple/complex) or exceptions in payment processing or escalate as necessary				X	X	X

#	Principal Activity	LS&Co.			Supplier	
	Resolve escalated banking errors in payment processing	X	X	X		
	Respond to request to reverse or void payments (Wire, EFT, Check), address returned, NSF or destroyed checks				X	X
	Returned Payments					
	Review bank statement from bank and post unprocessed/returned payments, direct debits & other incoming (non-customer) payments to AP suspense account in SAP				X	X
	Void payments, contact vendor to check data, update any changes and return to payment process				X	X
	For returned/not-void items, clear returned payment, issue credit memo, and clear document against suspense account				X	X
	For direct debits & other incoming (non-customer) payments, process the item in ERP system and clear document against suspense account				X	X
	Payroll Related Payments (Accounting)					
	AP processes payroll, garnishment checks or issues social benefit payment per GL template from the Payroll team				X	X
	AP processes payroll tax checks / issues payment				X	X
	Payroll related ledger updates to SAP				X	X

#	Principal Activity	LS&Co.			Supplier	
	AP helpdesk					
	Monitor 3 way matching in Trade Card system and resolve match exceptions and interface exceptions (PO, Goods Receipt and Invoices issues)				X	X
	Resolve escalated exceptions	X	X	X		
	Liaise with business users and Nexus Contact on Exceptions				X	X
	Support AP helpdesk Requests					
	Receive and resolve AP helpdesk requests				X	X
	Resolve AP helpdesk escalations	X	X	X		
	Generate AP helpdesk statistics and reports as required (understand currently volumes & other helpdesk statistics are not tracked, exact requirements to be determined and mutually agreed during Transition Analysis along with other process Reporting requirements)				X	X
	Vendor Account Statements					
	Review all vendor statements and identify past due invoices (aging based on regional criteria)				X	X
	Communicate aged credits on vendor statements if resolution cannot be determined				X	X
	Contact the vendor and request past due				X	X

#	Principal Activity	LS&Co.			Supplier	
	invoices as needed					
	Provide proof of payments to vendors, tax authorities or internal customers			X	X	X
	Create adjustment memos where appropriate			X	X	X
	Reconcile bank activity for all payment types (EFT, Wire, Check) and resolve any discrepancies			X	X	X
	Supplier supervisor to review & approve completed reconciliations			X	X	X
	Periodic review of vendor statements/reconciliations	X	X	X		
	Monthly/Quarter/Year End Activities					
	Respond to data extract request (ad hoc/exception reporting)			X	X	X
	Provide documentation necessary to support month end accruals			X	X	X
	Create month end accrual files			X	X	X
	Review, validate and finalize accruals	X	X	X		
	Process accruals for any items that have been received but not processed, T&E accruals, utility accruals, p-card accruals, or non-system based AP			X	X	X
	Book necessary month end entries			X	X	X
	Prepare reporting packages (i.e. Top 10 vendors by spend, Days Payables Outstanding, or Payments past 90 days)			X	X	X

#	Principal Activity	LS&Co.		Supplier		
	Contact vendors via email and request open item statement to close out periods			X	X	X
	Accounts Payable sub-ledger close and reconciliation			X	X	X
	Leverage LS&Co. in-built system controls & procedures to prevent duplicate payments (Evaluate additional duplicate check controls that Supplier can bring in where Base))™ is not deployed as [****]*			X	X	X
	Conduct monthly review to detect any payment duplications or invoice inaccuracies			X	X	X
	Review AP Aging Reports monthly to identify outstanding/open invoices or vendors with debit balances			X	X	X
	Extract Data and Produce Management Reports					
	Execute BU ad hoc data extraction requests			X	X	X
	Run scheduled AP metric reports and scorecards			X	X	X
	Create AP related ad hoc reports as needed			X	X	X

#	Principal Activity	LS&Co.			Supplier		
	Review and approve scheduled/ad hoc reports before publishing to stakeholders	X	X	X			
	GRIR Reconciliations						
	Run GRIR report from SAP/other underlying ERP system(s)				X	X	X
	Analyze GRIR report, vendor statements, etc.				X	X	X
	Take appropriate action i.e. request for Invoice Copies, liaise with the supply chain for clarifications, follow up with vendors for Goods delivery status, etc.				X	X	X
	Assign reason codes for maintenance for reporting purposes				X	X	X
	Generate quarterly report for aging of balances & maintenance by reason codes				X	X	X
	Quarterly review by LS&Co	X	X	X			
	VCOM (Trade Vendor Compliance)						
	Download and prepare shipment data ready for VCOM from Dashboards				X	X	X
	Raise VCOM request to notify chargeback				X	X	X
	Approve VCOM request	X	X	X			
	Resolve or escalate issues arising from VCOM request				X	X	X
	Solve escalated issues	X	X	X			
	Debit Memo for Quality Audit(QA), Term of Engagement (TOE) and						

#	Principal Activity	LS&Co.			Supplier	
	Technical Services (TS) fees (applicable for [****]* only)					
	Advise list of vendors, charges and frequency of billing that is entitled QA, TOE or TS fees (done by SSM)		X			
	Raise Debit Memo in SAP per advise					X
	Follow up with vendors to collect the fees, working with SSM team as required					X
	Process the collected fees in SAP					X
	Work with GL team to reclassify fees charge to the correct taxed entity					X

3. TRAVEL & EXPENSE (T&E) PROCESSING

3.1 SPLIT OF RESPONSIBILITY

	Principal Activity	[****]	[****]	[****]*	[****]	[****]*	[****]*
	Define and Communicate Policy						
	Create establish, maintain, and communicate any new changes to policies, procedures, approval limits and guidelines for T&E. Act as a liaison with Corporate and respond to any requests	X	X	X			
	Provide local legal/statutory inputs for T&E policies and procedures	X	X	X			
	Determine and maintain audit rules, including sample percents, business-coded controls, and random sampling	X	X	X			

	Principal Activity	LS&Co.			Supplier		
	methodology						
	Communicate existing expense reimbursement policies and approval limits; respond to user queries; escalate policy questions to Retained organization as needed				X	X	X
	Training Supplier on new systems, new or major process changes and related process documentation	X	X	X			
	Updates to existing process documentation				X	X	X
	Training LS&Co. employees/ vendors/customers on existing processes				X	X	X
	Process Expense Receipts						
	Acknowledge physical receipt of expense receipts in Concur for compliance		X	X			
	Electronically attach receipts in Concur (employees)	X	X	X			
	Submit non-concur expense claims (employees)	X	X	X			
	Scan and upload/email expense claim form & receipts for processing	X	X	X			
	Audit agreed % of expense statements				X	X	X
	Process T&E payments for submitted expense receipts				X	X	X
	Roll out Concur & Cards to more countries	X	X	X			
	Cutover planning for Concur	X	X	X			

	Principal Activity	LS&Co.			Supplier		
	Co-ordination with LS&Co. for concur & card rollout program				X	X	X
	Unpaid Expense Report Monitoring						
	Monitor unpaid expense claims				X	X	X
	Handle unpaid claims through multiple level of escalations using workflow tool				X	X	X
	T&E Support						
	Respond to incoming inquiries related to T&E policy				X	X	X
	Escalate inquiries to Retained organization for resolution as needed				X	X	X
	Resolve escalated inquiries and service requests as needed	X	X	X			
	Audit employee claims against company policy				X	X	X
	Review policy non-compliance and determine corrective action as needed	X	X	X			
	Provide ongoing T&E compliance reports and analytics per agreed procedures				X	X	X
	Electronic archival of expense statements & receipts per agreed procedures using LS&Co. tools				X	X	X
	Physical archival of expense statements & receipts	X	X	X			
	Corporate Card Support						
	Audit personnel compliance for employee				X	X	X

	Principal Activity	LS&Co.			Supplier		
	corporate card usage						
	Administer new employee corporate cards	X	X	X			
	Administer existing Corporate Card accounts	X	X	X			
	Access HR report for all employee changes requiring changes to Corporate Card records	X	X	X			
	Process any changes to bank details, department, termination through Vendor Data Master group	X	X	X			
	Address banking errors/exceptions in payment processing, escalate as necessary to LS&Co				X	X	X

4. PAYROLL

	Process Steps	LS&Co.			Supplier		
		[****]	[****]	[****]*	[****]	[****]	[****]*
	System and Application Services and Maintenance						
	Host, manage, support and maintain the Systems	X	X	X			
	Applying support packs (containing statutory updates and program corrections) to the system	X	X	X			
	Support the application and database hardware	X	X	X			

	Process Steps	LS&Co.			Supplier		
	Maintaining testing/training environment with segregation and security of client data	X	X	X			
	Support and maintain Vendor controlled hardware to facilitate communications from Vendor via client's network connection link	X	X	X			
	Provide application backup recovery and offsite storage services	X	X	X			
	Maintain and test disaster recovery facility and procedures	X	X	X			
	Applying application maintenance releases or upgrades	X	X	X			
	Build integration with multiple systems, HR, Time and Attendance, and finance systems	X	X	X			
	Approve/signoff on 9.0 integrations	X	X	X			
	Take all reasonable measures to restore service to if outages to the System occur. Update client with details of the cause of the disruption and an estimated time remaining until resumption of normal service.	X	X	X			
	Schedule and notify client of system downtime	X	X	X			
	Maintain the appropriate management control procedures for effective management of:	X	X	X			
	• Environment availability,	X	X	X			

	Process Steps	LS&Co.			Supplier		
	• Change to hardware and software, and	X	X	X			
	Problem Identification and resolution within vendor's responsibilities	X	X	X			
	Selecting and procuring bandwidth for maximum processing demands	X	X	X			
	Pay all installation, use, service and repair charges for the communication lines to connect to Vendor facilities	X	X	X			
	Maintain segregation between testing and production environments	X	X	X			
	Maintain appropriate procedures for the segmentation and security of client data (i.e. client data is segmented on the System so that it cannot be viewed by other clients)	X	X	X			
	Monitor, analyze and manage the capacity and performance of the Vendor application and database server hardware	X	X	X			
	Immediately notify Vendor of faults or errors discovered in the System or in the provision of services (including failure of the System to perform in accordance with the specifications of the Agreement) and provide Vendor with documented examples of such fault or error	X	X	X			
	Take commercially reasonable measures to rectify faults or errors	X	X	X			

	Process Steps	LS&Co.			Supplier		
	impacting the performance of Vendor controlled technical infrastructure in accordance with the Agreement						
	Manage an issue log				X	X	X
	Maintain and regularly review procedures for the implementation of application software including patches and upgrades	X	X	X			
	Notify clients of major version upgrades; schedule implementations of such upgrades, having regard to the scope of changes and business impacts	X	X	X			
	Provide guidance on specific areas to test when version upgrades are applied	X	X	X			
	Provide support services	X	X	X			
	Undertake unit testing of changes (if required). Develop, complete and validate testing scenarios when upgrades are applied.	X	X	X			
	Undertake testing of changes (e.g. acceptance testing, etc.) if required; develop, complete, and validate testing scenarios when upgrades are applied	X	X	X			
	System configuration changes required by client	X	X	X			

	Process Steps	LS&Co.			Supplier		
	Approve/signoff 29.0 system configuration changes	X	X	X			
	Report relevant technical failures				X	X	X
	Conduct all necessary system checks (including virus checks) associated with any exchange of data and the use of the system to prevent the transfer of viruses.	X	X	X			
	Responsible for any System or software error resulting from misuse of the System	X	X	X			
	Define and approve LS&Co. users	X	X	X			
	Define Supplier Users	X	X	X			
	Confirm that client representatives comply with any applicable terms	X	X	X			
	Manage and maintain all password/ID setups as well as changes	X	X	X			
	Build & maintain any required benefit calculations (i.e., retirement plans.)	X	X	X			
	Data Management						
	Provide standard specifications or templates for all agreed inputs, for example HR interfaces	X	X	X			
	Upload the data to payroll application where interfaces are not available (including employee				X	X	X

	Process Steps	LS&Co.		Supplier		
	demographic data)					
	Provide updated templates to client as the System changes require			X	X	X
	Handle all data in accordance with the applicable local Vendor privacy policy and other audit requirements			X	X	X
	Validate and input residual data not received via HR interface or by ESS			X	X	X
	Upload HR interface file			X	X	X
	Check updated master file data changes against source data			X	X	X
	Manage upload of additional data into payroll application			X	X	X
	Retain electronic copy of all data uploaded for the processing period			X	X	X
	Provide file format specifications to assist client to build interface from existing client HR system			X	X	X
	Log any issues in relation to HR data load (if applicable)			X	X	X
	Notify relevant governmental authority of employee changes			X	X	X
	Manage notification of System errors to 3 rd parties or LS&Co. in a timely manner			X	X	X
	Obtain the consent of any party whose personal data or funds are affected by the terms of the					

	Process Steps	LS&Co.		Supplier		
	Agreement to enable both Vendor and client to perform their respective obligations.					
	Input new employee information and employee master file changes electronically and in accordance with the Payroll Schedule			X	X	X
	Confirm all data is complete			X	X	X
	Maintain earnings and deductions			X	X	X
	Maintain pay calendar			X	X	X
	Maintain accrual rules			X	X	X
	Maintain tax rules			X	X	X
	Maintain garnishment rules			X	X	X
	Enter/Update pay distribution preference			X	X	X
	Enter/Update advice/stub viewing preference			X	X	X
	Enter/Update direct deposit information			X	X	X
	Enter/Update regulatory tax information in the system			X	X	X
	Enter/Update state employee tax elections			X	X	X
	Enter/Update local employee Tax elections			X	X	X
	Enter/Update voluntary deductions			X	X	X

	Process Steps	LS&Co.			Supplier		
	Provide system access to on-line advice/stub system.				X	X	X
	Provide systems access to on-line Wage & Tax Statements system				X	X	X
	Provide systems access to on-line Wage & Tax statement corrections system.				X	X	X
	Enter/Update garnishments				X	X	X
	Maintain employee deductions related to benefits				X	X	X
	Payroll Time Data Inputs						
	Upload time data file from TimeSaver and Kronos. (and equivalent systems/processes from each country)				X	X	X
	Check updated time data changes against source data.				X	X	X
	Maintain softcopy of upload information on file for the processing period.				X	X	X
	Log any issues in relation to time data load (if applicable).				X	X	X
	Enter positive time and exceptions				X	X	X
	Review and approve time	X	X	X			
	Process T&A				X	X	X
	Review and resolve warnings and errors (including missing approvals)				X	X	X

	Process Steps	LS&Co.		Supplier		
	Enter adjustments			X	X	X
	Process T&A iteratively until clean			X	X	X
	Submit error free (from Kronos or other T&A rules) T&A file to payroll and Identify errors			X	X	X
	Send errors to managers/time keeper to correct			X	X	X
	Receive Corrected data from T&A systems and reprocess file			X	X	X
	Reprocess 13.0 corrected T&A file			X	X	X
	Maintain Time and Attendance system including employee access and password resets			X	X	X
	Employee Self Service / Manager Self Service					
	Enter overtime, meal allowances and standby allowances if agreed between the parties			X	X	X
	Enter leave application data if agreed between the parties			X	X	X
	Update Bank details if agreed between the parties.			X	X	X
	Provide training and support for users of ESS and/or MSS as applicable			X	X	X
	Authorize self-service transactions			X	X	X

	Process Steps	LS&Co.			Supplier		
	Pre-Payroll Processing						
	Confirm timely funding of accounts for dispersal of employee payroll through agreed upon bank				X	X	X
	Create, maintain and distribute Payroll Schedule for each country on a calendar year basis				X	X	X
	Approve payroll schedule	X	X	X			
	Load pay variation data				X	X	X
	Verify data loads				X	X	X
	Calculate termination payments				X	X	X
	Validate and approve termination payment calculations for all special handling cases	X	X	X			
	Payroll Processing						
	Update and maintain parameters for payroll process and set control records for pay cycle status (such as, run/check/edit)				X	X	X
	Monitor pay process against scheduled timeframes				X	X	X
	Perform leave update (time evaluation) process for current payroll				X	X	X
	For each pay run:				X	X	X
	• Run trial pay (simulation)				X	X	X

	Process Steps	LS&Co.			Supplier		
	• Verify trial pay run results and reports				X	X	X
	• Review trial pay reports				X	X	X
	• Rectify advised errors in trial pay				X	X	X
	• Give approval for final pay run	X	X	X			
	Finalize pay and perform payroll release in accordance with pre-agreed processing schedules				X	X	X
	Reconciliation of payments and deductions for payroll purposes				X	X	X
	Request for off cycle process	X	X	X			
	Process and calculate off-cycle processes				X	X	X
	Maintain process and procedure manuals				X	X	X
	Send approved additional pay (bonus, commission, incentives etc.) files to Supplier	X	X	X			
	Receive approved commission files				X	X	X
	Receive approved additional pay (bonus, incentive, etc.) files				X	X	X
	Calculate 100% deferrals				X	X	X
	Review pay data and identify errors				X	X	X
	Work with customer to determine				X	X	X

	Process Steps	LS&Co.			Supplier		
	correction method, if needed						
	Make corrections to pay				X	X	X
	Setup for split Payrolls					X	X
	Run balancing and audit reports				X	X	X
	Review exceptions and escalate as needed				X	X	X
	Resolve escalated exceptions	X	X	X			
	Create and distribute payroll register				X	X	X
	Close payroll				X	X	X
	Run GL interface & send files manually to AP				X	X	X
	Create and Send ACH (3 rd party provider)				X	X	X
	Create and Send Positive Pay (3 rd party provider)				X	X	X
	Create and Send Tax Payments (3 rd party provider)				X	X	X
	Create and Send 3rd Party Interfaces				X	X	X
	Print Checks (3rd party provider)	X	X	X			
	Distribute Checks (3rd party provider-)	X	X	X			
	Process scheduled off-cycle and on-demand Payrolls				X	X	X
	Reclassification of OT/Rates due to local statutory requirements such as				X	X	X

	Process Steps	LS&Co.			Supplier		
	for bonuses etc.						
	Perform check cancellations and replacements				X	X	X
	Process overpayment recoveries				X	X	X
	Process deferred compensation disbursements				X	X	X
	Post-Payroll Processing						
	Apply support packs (containing statutory updates and program corrections) provided by SAP to the System	X	X	X			
	Prepare electronic payroll reports				X	X	X
	Direct communication with employees				X	X	X
	Leave Management						
	Advise Vendor of any changes to leave management rules	X	X	X			
	Submit changes to leave management rules as per client instructions				X	X	X
	Ensure leave details are loaded into the System				X	X	X
	Process leave payments through payroll process				X	X	X
	Termination Management						
	Direct termination notification to Vendor (including any additional	X	X	X			

	Process Steps	LS&Co.			Supplier		
	payment details for termination pay)						
	Calculate termination payments				X	X	X
	Authorize termination payments	X	X	X			
	Process calculated termination payment				X	X	X
	Deliver payment to employee via EFT, as applicable				X	X	X
	Delivery payments to employees via check	X	X	X			
	Prepare statutory termination forms (e.g., tax certificates, ROEs), if required				X	X	X
	Confirm that employee termination has been finalized in the System				X	X	X
	Notify relevant government authority of employee terminations				X	X	X
	Payback Agreement with Employees						
	Administer any payback amounts with employees				X	X	X
	Payback amount to be adjusted along with next payrun				X	X	X
	Collection of payback amount for terminated employees	X	X	X			
	End-of-Month Activities						
	Prepare and upload to ERP client general ledger interface file				X	X	X

	Process Steps	LS&Co.			Supplier		
	Provide financial reports to client, as agreed between the parties				X	X	X
	Prepare and transmit, as agreed between the parties, all electronic standard and country specific payroll and reports				X	X	X
	Reconcile regulatory report data with payroll outputs				X	X	X
	Provide additional monthly services for lodgments and remittance of funding as agreed between the parties				X	X	X
	Adhoc Reporting requests				X	X	X
	Client Relationship Management						
	Performance metrics reporting, as agreed				X	X	X
	End-of-Year Activities						
	Advise any regulatory changes	X	X	X			
	Manage a timetable for the reporting of yearly taxation and regulatory requirements.				X	X	X
	Produce year-end reconciliation.				X	X	X
	Approve year-end reconciliation.	X	X	X			
	Collate tax relief details for countries as required.				X	X	X
	Produce electronic forms/files for year-end lodgment to employees and				X	X	X

	Process Steps	LS&Co.			Supplier		
	government authorities, as agreed between the parties.						
	Submission of hard copy file (if required)	X	X	X			
	Distribute employee forms to employees on a per country basis.				X	X	X
	Produce and publish payroll calendar				X	X	X
	Perform quarter-end self-audit				X	X	X
	Perform year-end self-audit				X	X	X
	Generate quarter-end reports				X	X	X
	Generate quarter-end interfaces				X	X	X
	Generate year-end reports				X	X	X
	Generate year-end interfaces				X	X	X
	Identify and make corrections, reconcile corrections and remit final quarter-end reports				X	X	X
	Identify and make corrections, reconcile corrections and remit final quarter-end interfaces				X	X	X
	Identify and make corrections, reconcile corrections and remit final year-end reports				X	X	X
	Identify and make corrections, reconcile corrections and remit final year-end interfaces				X	X	X
	Support audits and statutory				X	X	X

	Process Steps	LS&Co.			Supplier		
	compliance						
	Create wage & Tax statements-3rd party provider ADP				X	X	X
	Distribute hard copy wage & Tax statements	X	X	X			
	Other Payroll Activities						
	Develop and maintain interface between client HR system and the Payroll System	X	X	X			
	Develop and maintain interface program to receive and process client HR data	X	X	X			
	Monitor country specific public holiday calendars including any changes				X	X	X
	Complete Garnishment wage attachment process				X	X	X
	Complete Verification of Employment				X	X	X
	Complete Unemployment management services or equivalent-3rd party provider	X	X	X			
	Additional Responsibilities						
	Arrange preparation of regulatory forms and reports for countries where electronic filing is not available	X	X	X			

	Process Steps	LS&Co.			Supplier		
	Arrange preparation of regulatory forms and reports for countries where electronic filing is available				X	X	X
	Arrange filing of regulatory forms and reports with the government authorities for countries where electronic filing is not available. In Asia Pacific, Vendor will work with lodgment services as necessary	X	X	X			
	Arrange filing of regulatory forms and reports with the government authorities for countries where electronic filing is available				X	X	X
	Arrange for the remittance of regulatory deductions to relevant government authorities or authorized local banks, as agreed between the parties	X	X	X			
	Manage lodgment of year-end regulatory forms and reports with government authorities for each country				X	X	X
	Manage Payroll Service Delivery				X	X	X
	Receive Customer Request				X	X	X
	Analyze Customer Request				X	X	X
	Research Customer Request				X	X	X
	Perform Additional Research (as needed)				X	X	X
	Fulfill Customer Request				X	X	X

	Process Steps	LS&Co.			Supplier		
	Contact Customer to Ensure Satisfaction				X	X	X
	Manage Inquiries / Requests				X	X	X
	Analyze Contact Center Capabilities				X	X	X
	Identify Contact Center Needs				X	X	X
	Ensure Contact Center Staff Optimization				X	X	X
	Manage Contact Center Service Delivery				X	X	X
	Manage Documents				X	X	X
	Monthly, Quarterly, annual regulatory & tax filings/reporting to include but are not limited to lodgments.				X	X	X

5. ACCOUNTS RECEIVABLES

5.1 SPLIT OF RESPONSIBILITY

	Principal Activity	LS&Co.			Supplier		
		[****]	[****]	[****]*	[****]	[****]	[****]*
	Define and Communicate Policy						
	Establish, maintain, and communicate credit policies, regulatory requirements, procedures, approval limits and guidelines	X	X	X			
	Provide list of delegated powers of authority who can override 3rd party credit recommendations and provide authorization above service provider limits	X	X	X			

	Principal Activity	LS&Co.			Supplier		
	Provide local legal / statutory inputs for policies and procedures	X	X	X			
	Training Supplier on new systems, new or major process changes and related process documentation	X	X	X			
	Updates to existing process documentation, training on regular process updates				X	X	X
	Process Credit Request (Supplier to be responsible for non-strategic customers only. Split between strategic and non-strategic customers to be agreed during Transition Analysis)						
	Receive incoming credit requests for new customers. Collect and compile financials and other supporting documentation per guidelines needed to evaluate credit				X	X	X
	Assess customer credit limit based on LS&Co. policy and 3rd party data (i.e. Dunn and Bradstreet)				X	X	X
	Provide credit recommendation, including payment terms and recommendations for credit limit per agreed desktop procedures				X	X	X
	Determine the security needed and held (letter of credit and deposits)				X	X	X
	Submit credit recommendation for approval based on pre-defined approval matrix				X	X	X
	Provide final approval on credit limits	X	X	X			
	Notify customer of approved limit and payment terms as needed				X	X	X

	Principal Activity	LS&Co.			Supplier		
	Coordinate credit approval process where significant customer interaction is required				X	X	X
	Coordinate with Treasury to track letters of credit	X	X	X			
	Maintain customer data used to make credit decisions (physical document handling to be agreed as part of overall Mailroom & Scanning solution)				X	X	X
	Liaison with Banks for bank guarantee, Letter of credit-including physical handling	X	X	X			
	Review credit holds when order limits are exceeded in order to assess whether orders should be fulfilled	X	X	X			
	Administer credit block release within established approval authority and guidelines				X	X	X
	Update to credit limits per request from LS&Co				X	X	X
	Track existing customers to ensure credit limit is reviewed for all on an annual basis				X	X	X
	Provide recommendation and support for annual credit limit changes to LS&Co. (SAP)				X	X	X
	LS&Co. review/approve recommended Credit Limit changes.	X	X	X			
	Receive, research and address process escalations per agreed desktop procedures	X	X	X			
	Customer Billing						
	Ensure proper tax application for customer invoices, correct errors per agreed desktop				X	X	X

	Principal Activity	LS&Co.		Supplier		
	procedures					
	Run billing extracts and generate customer invoices			X	X	X
	Record reconciliation of invoices processed by SAP and 3rd part vendors to process broadcasting and mailing of invoices (both for [****]* and [****]*)			X	X	X
	Generate manual customer invoices per request/instructions from LS&Co			X	X	X
	Dispatch of manual customer invoices (EMDS, Tessi to continue dispatch activities in future). Requirement of physical invoice dispatch by Supplier, if any to be as per agreed Mailroom & scanning solution). [****]* would like Supplier to dispatch physical customer invoices- To be finalized as part of Mailroom & Scanning Solution)	X	X			X
	Process chargebacks per approval/instruction from LS&Co			X	X	X
	Address incoming customer billing inquiries per LS&Co. guidelines			X	X	X
	Make applicable pricing corrections as needed (based on approval from business teams)			X	X	X
	Escalate customer billing inquiries or exception requests as needed to business teams			X	X	X
	Research and resolve escalated invoice adjustment requests from the customer	X	X	X		

	Principal Activity	LS&Co.			Supplier		
	Process Customer rebates per agreed procedures				X	X	X
	AR Sub Ledger Period Close						
	Close AR sub ledger at period end with associated reconciliation to General Ledger				X	X	X
	Provide to General Ledger teams AR sub ledger reporting as part of month end close				X	X	X
	Provide month end close timetable and list of activities to be performed. (Split of period close activities between Supplier and LS&Co. to be agreed as part of Transition Analysis and detailed as part of desktop procedures)	X	X	X			
	Execute activities according to close timetable				X	X	X
	Cash Application						
	Manage the process of receiving manual payments, deposit cash/check receipts into bank accounts, share details for cash application with Supplier team	X	X	X			
	Review payment details from bank website, including images of checks, customer remittances and debit memos				X	X	X
	Audit and balance each electronic file transmission and resolve exceptions (i.e., payments not matching, short payments, over payments, and unapplied cash)				X	X	X
	Manage the process of auditing and balancing each electronic file transmission				X	X	X

	Principal Activity	LS&Co.			Supplier		
	and resolve exceptions						
	Notify LS&Co. of exceptions requiring approvals				X	X	X
	Provide required approvals	X	X	X			
	Assist the billing team and customers in researching and resolving short and over payments, missing invoices or any other billing discrepancies				X	X	X
	Receive electronic payment information from appropriate lockbox, and verify auto-cash application against customer invoices or credit memos in the ERP system				X	X	X
	Manage automated administration and collection of cash				X	X	X
	Verify receipt of daily lockbox statements (automatic & manual lockboxes)				X	X	
	Process remittance advices by allocating payment receipts to the relevant Invoices/transactions				X	X	X
	Manage the process of validating, posting and applying incoming payments received from customers to the A/R sub-ledger, in accordance with customer remittance advice details, following written guidelines and policies; leveraging banks responsibilities already in place	X	X	X			
	Identify deductions from remittances and raise debit / credit memos to reflect debits taken (short pays or deductions) - notifying				X	X	X

	Principal Activity	LS&Co.			Supplier		
	collections as appropriate						
	Investigate and resolve unapplied and unidentified cash items				X	X	X
	Resolve "on account" cash remittances and/or escalate to LS&Co. per agreed desktop procedures				X	X	X
	Process refunds within authorized limits				X	X	X
	Create request for refunds above the authorized limit				X	X	X
	Approve or deny refund requests above authorized limits	X	X	X			
	Process approved refund requests above authorized limits				X	X	X
	Process Intercompany Cash Settlement Transactions						
	Apply intercompany cash to appropriate company				X	X	X
	Settle intercompany transactions (manually/automated)				X	X	X
	Approve intercompany cash amounts applied	X	X	X			
	Cash Reconciliation and Other Periodic Activities						
	Compare bank records against ERP to ensure that the data is synchronized accurately				X	X	X
	Perform cash reconciliation between batched cash and cash posted to the AR sub-ledger				X	X	X

	Principal Activity	LS&Co.			Supplier		
	Investigate and resolve reconciliation issues identified from daily cash				X	X	X
	Reconcile intercompany transactions				X	X	X
	Reconcile customer account (at agreed frequency) based on payments received				X	X	X
	Receive, research and address cash application reconciliations escalations	X	X	X			
	Generate customer account statements				X	X	X
	Dispatch of customer statements (electronic/physical)				X	X	X
	Past Due & Collections (Supplier to be responsible for non-strategic customers only. Split between strategic and non-strategic customers to be agreed during Transition Analysis)						
	Run monthly A/R balances reports (i.e., aging reports in SAP)				X	X	X
	Identify customers with past due balances and analyze reasons for non-payment				X	X	X
	Oversee automated daily collections task-list for work distribution and collections activities				X	X	X
	Prioritize collections activities based on tasks assigned to collectors and in accordance with LS&Co. collections guidelines				X	X	X
	Set collection targets for team/individuals to drive collections				X	X	X
	Review, Approve overall collections strategy	X	X	X			

	Principal Activity	LS&Co.			Supplier		
	Perform Bad Debt Analysis				X	X	X
	Review and Approve Bad Debt Analysis	X	X	X			
	Contact key strategic customers or high dollar balance customers in accordance with written credit and collection policies and procedures to determine if debt is collectable ([****]* business decision to have Supplier collect all customer accounts)	X	X				X
	Contact non-strategic customers or small dollar balance customers in accordance with written credit and collection policies and procedures to determine if debt is collectable				X	X	X
	Request payment of outstanding invoices which are due for strategic customers and identify invoice disputes ([****]* business decision to have Supplier collect all customer accounts)	X	X				X
	Request payment of outstanding invoices which are due for non-strategic customers and identify invoice disputes				X	X	X
	Record customer contact information and collection notes for strategic or high dollar balance customers ([****]* business decision to have Supplier collect all customer accounts)	X	X				X
	Record customer contact information and collection notes for non-strategic or small dollar balance customers				X	X	X
	Discuss causes for delinquency and implement corrective actions with customers. Identify opportunities to improve customer payments within terms (i.e. for	X	X	X			

	Principal Activity	LS&Co.			Supplier		
	strategic customers in LS&Co. scope)						
	Discuss causes for delinquency and implement corrective actions with customers. Identify opportunities to improve customer payments within terms (i.e. for non-strategic customers in-scope for Supplier)				X	X	X
	Create customer dunning letters/statements and send to customers (physical dispatch requirements to be agreed as part of Mailroom & Scanning solution) Note: [****]* & [****]* currently do not dispatch dunning letters.				X	X	X
	Manage collection process of strategic insolvent/bankrupt customers, follow up progress with administrators and receivers until insolvency is concluded. The terms and conditions of sale should include clause on recovery of LS&Co. products.	X	X	X			
	Manage collection process of non-strategic insolvent/bankrupt customers, follow up progress with administrators and receivers until insolvency is concluded. The terms and conditions of sale should include clause on recovery of LS&Co. products.				X	X	X
	For draft transactions against a letter of credit, follow-up with strategic customer to inform that we will draw from their letter of credit	X	X	X			
	For draft transactions against a letter of credit, follow-up with non-strategic customer to inform that we will draw from their letter				X	X	X

	Principal Activity	LS&Co.			Supplier		
	of credit						
	Approve and maintain list of customers that are defined as strategic	X	X	X			
	Propose change in payment terms and or payment plan where needed (non-strategic customers only)				X	X	X
	Approve change in payment terms or approve payment plan where needed	X	X	X			
	Provide 'Go forth and Collect' reporting to the business on monthly basis (for non-strategic customers)				X	X	X
	Review and approve customers authorized for payment plans under defined terms and periods	X	X	X			
	Unauthorized discount recovery					X	
	Post dated check management		X	X			
	Direct debit management (mainly Spain, GAS, also Italy)					X	
	Manage Write-offs (Supplier to be responsible for non-strategic customers only. Split between strategic and non-strategic customers to be agreed during Transition Analysis)						
	Initiate request for accounts/invoices write-offs, seek approval and make updates as necessary				X	X	X
	Approve "write off" requests which are outside the authorization levels in accordance with written policies, procedures	X	X	X			

	Principal Activity	LS&Co.			Supplier		
	and rules						
	Refer LS&Co. approved aged receivables to collection agency				X	X	X
	Coordinate collections and write-offs with collection agency				X	X	X
	Validate write-offs as needed	X	X	X			
	Receive, research and address collections escalations	X	X	X			
	Customer Disputes (Supplier to be responsible for non-strategic customers only. Split between strategic and non-strategic customers to be agreed during Transition Analysis)						
	Log incoming customer service issues, inquiries or disputes				X	X	X
	Provide guidelines for billing adjustments	X	X	X			
	Identify billing adjustments needed and their type based on guidelines provided				X	X	X
	Recommend billing adjustments				X	X	X
	Escalate unresolved customer disputes to business units based on escalation matrix	X	X	X			
	Refer uncollectible disputes to 3rd party collection agencies (write off only per agreed desktop procedures and approval from LS&Co)				X	X	X

	Principal Activity	LS&Co.			Supplier		
	Manage 3rd party collection efforts, resolve "exception" or unique customer disputes, and post any entries related to outcomes of dispute management resolution	X	X	X	X	X	X
	Share analysis with LS&Co. on channel and customer disputes to identify customer specific and channel trends. Investigate root cause and address prevention with internal and external sources				X	X	X
	Review and provide updates/actions to be taken if any	X	X	X			
	Reporting						
	Generate agreed process reports per procedures				X	X	X
	Jointly participate in periodic business/process performance reviews	X	X	X	X	X	X
	Calculate DSO to determine average number of days to collect revenue				X	X	X
	Prepare unapplied cash report				X	X	X
	Prepare Daily aging by credit report				X	X	X
	Prepare Daily customer balance detail				X	X	X
	Retail Store Accounting						
	Reconcile stores cash/Bank details				X	X	X
	Liaise with stores for updates, discrepancies				X	X	X
	Retail cash posting and reconciliation				X	X	X
	Manage and oversee daily/monthly	X	X	X			

	Principal Activity	LS&Co.			Supplier		
	reconciliation from bank; resolve escalations						

6. GENERAL ACCOUNTING**6.1 SPLIT OF RESPONSIBILITY**

	Principal Activity	LS&Co.			Supplier		
		[***]	[***]	[***]*	[***]	[***]	[***]*
	Intercompany Accounting						
	Setup Intercompany Agreements						
	Obtain cross business unit agreement on eligible intercompany transactions, including transfer pricing agreements.	X	X	X			
	Configure pre-requisites of systems including: a. Intercompany organizations b. Transaction types c. Approval workflow	X	X	X			
	Identify and Enter Intercompany Transactions						
	Setup intercompany suppliers and customers				X	X	X
	Approve intercompany suppliers and customers additions/changes	X	X	X			
	Receive approved intercompany transactions requiring set up. Enter intercompany transactions				X	X	X
	Validate and Post Intercompany Entries						
	Process intercompany invoices				X	X	X
	Process intercompany credit/debit notes				X	X	X
	Resolve holds and automation defects on payable invoices				X	X	X
	Post transactions via the intercompany				X	X	X

	Principal Activity	LS&Co.			Supplier		
	payable/receivable accounts						
	Process intercompany payments and receipts				X	X	X
	Process preliminary and final intercompany netting and escalate exceptions as applicable				X	X	X
	Perform intercompany hedging	X	X	X			
	Create policy to govern intercompany accounting	X	X	X			
	Generate intercompany receivable and payable reports				X	X	X
	Prepare schedule of intercompany payables and receivables				X	X	X
	Prepare appropriate documents like Inter-company invoices etc.				X	X	X
	Reconcile Intercompany Transactions						
	Perform intercompany reconciliations; sub ledger to ledger reconciliations and provide reconciliations to the counterparty and request confirmation of the reconciled balance				X	X	X
	Perform Intercompany Eliminations						
	Eliminate LS&Co. approved intercompany revenues/expenses and balances				X	X	X
	Eliminate intercompany profit on sales and inventory	X	X	X			
	Resolve Intercompany Disputes						
	Identify intercompany disputes				X	X	X

	Principal Activity	LS&Co.			Supplier		
	Perform accounting transactions to facilitate dispute/difference resolution (e.g. pre-approved transactions that need to be corrected or transfer pricing transactions)				X	X	X
	Receive and remediate escalations for intercompany transactions per regional guidelines	X	X	X			
	Receive, research and address and escalations related to disputed intercompany invoices or differences	X	X	X			
	Journal Entries and Review						
	Park and Post all journal entries agreed to be in-scope for Supplier				X	X	X
	Review Journals periodically for compliance	X	X	X			
	Prepare and process transactional/recurring/non-strategic Journal Entries				X	X	X
	Process manual and automated journal entries (mass allocation batch run during month end)				X	X	X
	Prepare and process exceptional/one-time/complex/strategic Journal Entries	X	X	X			
	Process standard accruals agreed to be in-scope for Supplier				X	X	X
	Process standard reserves agreed to be in-scope for Supplier				X	X	X
	Prepare manual allocations agreed to be in-scope for Supplier				X	X	X

	Principal Activity	LS&Co.			Supplier		
	Review and finalize proposed allocations agreed to be in-scope for Supplier				X	X	X
	Process standard allocations agreed to be in-scope for Supplier				X	X	X
	Perform standard reversals and re-class as agreed to be in-scope for Supplier				X	X	X
	Perform escalated reversals and re-class	X	X	X			
	Clear suspense and re-class inter-company				X	X	X
	E-archival & retrieval of journals & supporting documentation per current LS&Co. procedures & tools				X	X	X
	Define rules for archival / retrieval activities	X	X	X			
	Perform physical archival/retrieval activities	X	X	X			
	Perform physical archival/retrieval activities as may be agreed to be in-scope for Supplier Mailroom & Scanning solution				X	X	X
	Foreign Currency Accounting						
	Update foreign exchange rates in the system				X	X	X
	Perform Foreign exchange gain/loss accounting				X	X	X
	Perform Account Reconciliation						
	Extract preliminary reports and trial balances				X	X	X
	Prepare Balance Sheet reconciliations agreed to be in-scope for Supplier				X	X	X
	Analyze and resolve reconciling variances for balance sheet accounts				X	X	X

	Principal Activity	LS&Co.			Supplier		
	Bank Account Reconciliation agreed to be in-scope for Supplier				X	X	X
	Analyze un-presented checks and deposits not cleared				X	X	X
	Reconcile bank balance to General Ledger				X	X	X
	Review out of date checks				X	X	X
	Investigate un-cleared deposits				X	X	X
	Prepare journal entries for reconciling variances				X	X	X
	Provide explanations for all reconciling variances in accordance with LS&Co. policy guidelines				X	X	X
	Obtain approval for reconciliations and correcting journal entries in accordance with LS&Co. approval hierarchy				X	X	X
	Provide hierarchy of approvals related to high/med/low account reconciliations	X	X	X			
	Review and approve account reconciliations and correcting journal entries per risk level of reconciliations/accounts (i.e. LS&Co. does not expect to approve all account reconciliations performed by Supplier)	X	X	X			
	Provide copies of account reconciliations and correcting journal entries as requested (e-archival & retrieval using LS&Co. tools)				X	X	X
	Closing Activities						
	Communicate close schedule, hold pre-close	X	X	X			

	Principal Activity	LS&Co.			Supplier		
	meetings and begin initial analysis						
	Submit supporting materials to Retained personnel per close calendar				X	X	X
	Close sub-ledgers (accounts payable, fixed assets, accounts receivable etc.) & General Ledger based on timing and calendar for period end close schedule set by LS&Co				X	X	X
	Review, approve and close business units books	X	X	X			
	Perform period ending adjustments	X	X	X			
	Review, approve and close corporate books (HFM)	X	X	X			
	Create cause of change summaries, perform close analysis and any top level adjustments or true ups; resolve exceptions	X	X	X			
	Provide final review, approval and close corporate books (HFM)	X	X	X			
	Perform final consolidations and finalize executive summaries including legal entity reporting package	X	X	X			
	External Reporting						
	Review local statutory filings, interim/annual earnings releases/reports to shareholders and government entities	X	X	X			
	Maintain local statutory filings and other regulatory reports	X	X	X			
	Submit regulatory reports	X	X	X			
	Support creation of external reports- provide				X	X	X

	Principal Activity	LS&Co.			Supplier		
	data, complete templates						
	Manage Fixed Assets Inventory						
	Create asset master and post assets basis request from LS&Co				X	X	X
	Process changes to asset master data per request from LS&Co				X	X	X
	Set policy and identify owners for fixed asset inventory	X	X	X			
	Coordinate physical asset tracking and tagging	X	X	X			
	Administer periodic physical asset verification	X	X	X			
	Make appropriate transactional entries for assets based on outcome of physical inventory process				X	X	X
	Approve the physical asset loss	X	X	X			
	Book accrual for missing assets (Note: [****]* currently writes off missing assets directly)				X	X	X
	Book accrual for tax portion of capitalized asset				X	X	X
	Ensure depreciation is posted accurately across all Fixed Asset Areas and ledgers (support from LS&Co. for in-country local GAAP compliance)				X	X	X
	Run processes to capitalize Fixed Assets or Fixed Asset additions				X	X	X
	Ensure that all assets under construction postings are accurate and can be capitalized and escalate cases in which judgment is required				X	X	X

	Principal Activity	LS&Co.			Supplier		
	Meet with project managers to ensure projects are getting capitalized according to project Go Live.				X	X	X
	Perform impairment test & communicate the impairment values of assets	X	X	X			
	Post journal entries to record asset impairments in accordance with LS&Co. policy guidelines				X	X	X
	Communicate any statutory requirements	X	X	X			
	Create transactions as necessary for special one-time events (e.g. restructuring, sale of facilities)	X	X	X			
	Post transactions as necessary for special one-time events (e.g., restructuring, sale of facilities)	X	X	X			
	Asset Additions, Transfers, or Deletions						
	Initiate request for asset additions, transfers, or deletions	X	X	X			
	Review and approve requests for asset additions, transfers, or deletions	X	X	X			
	Process asset addition(with and without Internal Orders), transfer, or deletion according to LS&Co. policy and guidelines				X	X	X
	Post additions to Fixed Assets for the month to the proper depreciation/amortization schedules and ensure they go to the correct asset class				X	X	X
	Seek additional clarification as needed to				X	X	X

	Principal Activity	LS&Co.			Supplier		
	facilitate asset additions, transfers or deletions						
	Run Depreciation						
	Process depreciation journal entries for assets				X	X	X
	Post depreciation to General Ledger				X	X	X
	Seek approval for depreciation exceptions per LS&Co. policy guidelines				X	X	X
	Validate and approve exceptions	X	X	X			
	Process Asset Sale or Retirement						
	Initiate request for asset sale or retirement	X	X	X			
	Receive, review and approve completed acknowledgment forms with details on assets to be retired or sold	X	X	X			
	Process and post transactions to record retirements and sales of assets				X	X	X
	Seek additional clarification as needed to facilitate asset sale or retirement				X	X	X
	Maintain Leases						
	Receive completed lease contract and capital appropriation request, determine and classify lease type (operating or capital), create lease amortization schedule, and submit request to AP for payment set up (if applicable).	X	X	X			
	Create periodic management reports for Corporate Finance and Treasury				X	X	X
	Run capital leased asset depreciation and transfer to General Ledger				X	X	X

	Principal Activity	LS&Co.			Supplier		
	Record accruals or prepayments for any operating or capital leases and book monthly journal entries				X	X	X
	Approve accruals or prepayments for any operating or capital leases	X	X	X			
	Process changes to asset master data				X	X	X
	Perform Month-End Closing and Reconciliation of Lease Account						
	Reconcile lease account to bank payments and investigate/resolve reconciliation issues identified from monthly cash statement				X	X	X
	Escalate reconciliation issues/exceptions as needed				X	X	X
	Retire leased assets as appropriate				X	X	X
	Monitor leases for renewals/retirement				X	X	X
	Review and approve reports and journal entries using third party system(s) as appropriate	X	X	X			
	Maintain Assets Under Creation/Project Accounting						
	Initiate request for funding via completion of a capital appropriation form	X	X	X			
	Receive completed capital appropriation request form Provide pre-approved budget for a fixed asset under construction and supporting documentation	X	X	X			
	Open internal Order per completed request from LS&Co				X	X	X

	Principal Activity	LS&Co.			Supplier		
	Review PER (Project Expense Request) for completeness of data				X	X	X
	Monitor projects for spending completion and notify the business if it is stagnant				X	X	X
	Publish reports like fixed assets roll forwards, capital tracking, aging projects and retain records in electronic format records for Auditor and SOX testing; support audit process as needed				X	X	X
	Review by LS&Co	X	X	X			
	Initiate any queries related to reporting	X	X	X			
	Respond to any incoming queries				X	X	X
	Close out project/related internal order and establish asset once spending is complete				X	X	X
	Support for Escalations and Processing Service Requests/Inquiries						
	Receive, research and address escalations raised during the Fixed Assets physical inventory processes	X	X	X			
	Receive and research escalations raised during asset impairment decision making process	X	X	X			
	Prepare reports for management purposes such as depreciation expense summary, and Fixed Asset summary per agreed LS&Co. requirements				X	X	X
	Respond to end-user requests for asset values and disposition values; escalate unresolved queries to LS&Co				X	X	X

	Principal Activity	LS&Co.			Supplier		
	Resolve cases escalated to LS&Co. per agreed procedures	X	X	X			
	Establish, maintain, and communicate policies, procedures, approval limits and guidelines for intercompany accounting per regional guidelines	X	X	X			
	Merger & Acquisitions						
	Process entries for goodwill in accordance with instructions from LS&Co				X	X	X
	Approve accounting entries for new acquisitions	X	X	X			
	Policy and procedure for goodwill accounting	X	X	X			

7. INVENTORY ACCOUNTING

7.1 SPLIT OF RESPONSIBILITY

	Principal Activity	LS&Co.			Supplier		
		[***]	[***]	[***]	[***]	[***]	[***]*
	Provide inputs to expense allocations and inventory valuation (raw materials, WIP, finished goods)	X	X	X			
	Support product costing (For Business Finance / Operations) and inventory accounting (maintain standard cost rates, track cycle counts, and cost revisions)	X	X	X			
	Create and process judgmental entries related to inventory valuation (i.e. LCM)	X	X	X			
	Process standard journal entries for inventory				X	X	X

	Principal Activity	LS&Co.			Supplier	
	adjustments					
	Reconciling POS data, ERP differences				X	X
	Follow up with stores related to potential inventory adjustments				X	X

8. TREASURY TRANSACTIONS

8.1 SPLIT OF RESPONSIBILITY

	Principal Activity	LS&Co.			Supplier		
		[****]	[***]	[****]*	[****]	[***]	[****]*
	Rate updates (forex, cost rates, budget rates, etc.) <i>Exact split of work for Supplier to be detailed during Transition Analysis</i>				X	X	X
	Closing journals				X	X	X
	Generate in-house bank statements,				X	X	X
	Liaison with Banks, in-country finance teams for funding requirements, transfers, hedging, cash forecasting etc.	X	X	X			

9. INTERNAL REPORTING

9.1 SPLIT OF RESPONSIBILITY

	Principal Activity	LS&Co.			Supplier		
		[****]	[***]	[****]*	[****]	[***]	[****]*
	Internal Reporting						

	Principal Activity	LS&Co.			Supplier		
	Support preparation of management reports				X	X	X
	Participate in regional and higher process reviews	X	X	X			
	Participate in affiliate process reviews				X	X	X
	Respond to internal customer inquiries and escalated as necessary				X	X	X
	Respond to escalations	X	X	X			
	FP&A (Variance analysis, budgeting & forecasting activities)	X	X	X			

10. INDIRECT PROCUREMENT ENABLEMENT

10.1 SPLIT OF RESPONSIBILITY

	Principal Activity	LS&Co.			Supplier		
		[****]	[****]	[****]*	[****]	[****]	[****]*
	Define and Communicate Policies						
	Establish, maintain, and communicate policies, procedures, band-level approval (BLA) limits	X	X	X			
	Provide local legal/statutory inputs for PO policies and procedures	X	X	X			
	Transactional Procurement						
	Requisitioning						
	Requestor determines purchase need and creates requisition in requisitioning tool	X	X	X			

	Principal Activity	LS&Co.			Supplier	
	Verify all supporting documentation is included in submission of requisition.				X	X
	Receive and review approved requisitions for completeness, accuracy and compliance				X	X
	PO Management					
	Create purchase order				X	X
	Create purchase order AMA			X		
	PO Sending			X	X	X
	Initiate changes to PO (PO Amendment)	X	X	X		
	Follow PO amendment process				X	X
	Sending Amended PO				X	X
	PO closure (Yearly activity)				X	X
	Procurement Helpdesk					
	Provide requisition and PO support to business				X	X
	Provide Level 1 support on requisitioning tool				X	X
	Provide Level 2 support on requisitioning tool				X	X
	Support for raising PO in system					X
	Reporting					
	Create periodic reports (e.g. Hands-free PO's, Hands-on PO's, Block PO's, After the fact PO's, Open PO report)				X	X
	Create ad hoc reports (e.g. Spend per vendor, Spend per commodity)				X	X

	Principal Activity	LS&Co.		Supplier	
	Catalog Management (to be determined in TA / KA)				
	Enable Catalogs				
	Negotiate all items and pricing agreements for the selected catalogue suppliers, and ensure agreements are in place prior to Service Provider's engagement with Supplier.				
	Provide the necessary technical and business support for the implementation of catalogues into catalogue system.				
	Validate content. Complete any normalization and cleaning as required and agreed based on agreed-upon data quality standards and format.				
	Resolve data quality issues beyond scope of agreed-upon data quality standards and format, or work with vendor to do so.				
	Establish new catalogue uploads schedule for Supplier managed contracts.				
	Conduct vendor training for any updates to tools and processes as required and agreed				
	Resolve exceptions with vendor. Escalate unresolved issues to client				
	Work with vendors to format Data using content management tool for internal catalogue or define Punch-out requirements.				
	Receive catalogue/contract Data from vendor.				
	Qualify vendor Data for Punch Out				

	Principal Activity	LS&Co.			Supplier
	Catalogue.				
	Send Catalogues to vendor integration for loading.				
	Facilitate punch out catalogue to be linked to the catalogue system				
	Create, load and maintain catalogue/contract content in the catalogue system.				
	Propose items to be included in a catalogue based on the spend data				
	Maintain Catalogs				
	Update catalogue contents per approved request and agreed scope.				
	Validate content changes. Complete any normalization and cleaning as required. Catalogue manager is responsible for validating format changes				
	Category Manager is responsible for validation updates on pricing and products. Approve updated catalogue content to be loaded into production within upon turnaround time.				
	Resolve exceptions with vendor. Escalate unresolved issues to client				
	Resolve escalated issues within agreed upon turnaround time				
	Load updated catalogue into production environment within agreed turnaround time.				
	Execute end user communications related to the catalogue as required within agreed upon turnaround time				

	Principal Activity	LS&Co.			Supplier	
	Execute end user communications related to the catalogue as required within agreed upon turnaround time					

11. TECHNOLOGY & MASTER DATA MANAGEMENT**11.1 SPLIT OF RESPONSIBILITY**

	Principal Activity	LS&Co.			Supplier		
		[****]	[****]	[****]*	[****]	[****]	[****]*
	Define and Communicate Policies						
	Establish, maintain, and communicate policies regarding Master Data	X	X	X			
	Establish, maintain, and communicate Data Master classification, timing and coding standards	X	X	X			
	Establish, maintain, and communicate clean-up schedule and guidelines	X	X	X			
	Master Data Administration (Per volume metrics below)						
	New Record Creation Requests						
	Seek approval for new master record setup				X	X	X
	Review for completeness of the request and duplicate check				X	X	X
	Obtain clarification from stakeholders for missing details/information				X	X	X
	Create Master record in the ERP				X	X	X
	In case of Vendor master raise ticket to get more vendor ID number when we reach close to exhaustion of the current numbers allocated				X	X	X
	FICO MASTER DATA						
	Gather FICO master data requests via				X	X	

	Principal Activity	LS&Co.			Supplier		
	SharePoint						
	Hold approval meeting with pre-published agenda with all stakeholders to gain approval				X	X	
	Gather additional information from requestors as required				X	X	
	Approve FICO master data changes	X	X	X			
	Update master file data (e.g. chart of accounts, company codes, cost centers, profit centers)				X	X	X
	Analyze master file data and provide recommendations when master file data is obsolete and should be removed	X	X	X			
	Monitor compliance with internal controls policies and procedures	X	X	X	X	X	X
	Maintain Requests (On-going)						
	Receive master data modification requests				X	X	X
	Gather all inputs required and seek final approval				X	X	X
	Approve requests escalated by service provider	X	X	X			
	Modify / Delete the master record per request				X	X	X
	Note all approvals related to change to be maintained (Share drive/ share point)				X	X	X
	Respond to stakeholders (Client, Vendor, Customer) change requests including name, payment method, remittance, tax ID, status, etc.				X	X	X
	Maintenance and Clean-up						

	Principal Activity	LS&Co.			Supplier		
	Conduct scheduled maintenance and clean-up				X	X	X
	Provide ongoing feedback on coding and standards				X	X	X
	System Maintenance and Interfaces						
	Roll out of future LS&Co. related tools and systems	X	X	X			
	Perform testing as requested for rollout of future LS&Co. related tools and systems				X	X	X
	Direct Vendor Master						
	Receive Vendor Request via Email or BPM				X	X	X
	Verify proper approval party in request & MSA/TOE is approved by authorized person				X	X	X
	Create Vendor Master and send alert for confirmation				X	X	X
	Confirm Vendor Master in SAP				X	X	X
	Communicate new Vendor Master details to Nexus Contract for Trade Card Vendors				X	X	X
	Set up Output Condition for Trade Card Vendors				X	X	X
	Update Global Vendor Database (IT)	X	X	X			
	Manage Records Retention of Request Forms				X	X	X
	Manage Records Retention of Trade Vendor Master Service Agreement	X	X	X			
	Indirect Vendor Master (including Employee Master)						

	Principal Activity	LS&Co.			Supplier		
	Create Internal Order for Employee Master (AMA)				X	X	X
	Communicate new Employee Master details to business users and Concur Team				X	X	X
	Communicate new Vendor Master details to business users				X	X	X
	Manage Records Retention of Request Forms				X	X	X
	Technology						
	Updates to tax master and overall system maintenance	X	X	X			
	Validate Supplier team user access to in-scope systems & applications				X	X	X
	Bi-annual review of individual access levels				X	X	X
	User access creation, updates and support	X	X	X			
	Raise ticket for Fixed Asset sub-ledger transactions like new locations, useful life etc.				X	X	X
	Raise tickets for extending system generated serial numbers to accommodate new vendors				X	X	X
	IT Production to create required serial numbers in the system	X	X	X			

12. OTHERS

12.1 CONTROLS

	Principal Activity	LS&Co.			Supplier		
		[****]	[****]	[****]*	[****]	[****]	[****]*

	Principal Activity	LS&Co.			Supplier		
	All In-scope Finance Processes						
	Ensure the adequacy of the design of the controls	X	X	X			
	Ensure the operating effectiveness of the controls in-scope for Supplier				X	X	X
	External Auditor Relationship	X	X	X			
	Provide audit trails from underlying systems, email boxes, shared points per agreed procedures				X	X	X
	Update SOX key controls	X	X	X			
	Address identified controls issues as agreed with LS&Co. subject to change control procedures				X	X	X

12.2 ESCHEATMENT PROCESS (APPLICABLE FOR [****]* ONLY)

	Principal Activity	LS&Co.			Supplier		
		[****]	[****]	[****]*	[****]	[****]	[****]*
	Due diligence for escheatment processing for unclaimed AP payments (applicable for [****]* only)				X		
	Escheatment process for unclaimed Payroll payments				X		
	Administer escheatment process for unused AR credits				X		

13. Language

[Languages Supported]		
[****]*	LSE	AMA
[****]*	[****]*	[****]*
[****]*	[****]*	[****]*
[****]*	[****]*	[****]*
	[****]*	[****]*
	[****]*	[****]*
	[****]*	[****]*
	[****]*	[****]*
	[****]*	[****]*
	[****]*	

Countries Supported		
[****]*	[****]*	[****]*
[****]*	[****]*	[****]*
[****]*	[****]*	[****]*
[****]*	[****]*	[****]*
[****]*	[****]*	[****]*
	[****]*	[****]*
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	[****]*	[****]*
	[****]*	[****]*
	[****]*	[****]*
	[****]*	[****]*
	[****]*	[****]*
	[****]*	[****]*
	[****]*	[****]*

MASTER SERVICES AGREEMENT*

BY AND BETWEEN

LEVI STRAUSS & CO.

AND

WIPRO LIMITED

NOVEMBER 7, 2014

**EXHIBIT 2
DESCRIPTION OF SERVICES**

**ATTACHMENT 2.3.1
DESCRIPTION OF SERVICES – INFORMATION TECHNOLOGY SERVICES
NETWORK SERVICES**

* Certain information in this exhibit has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions marked with [****]*.

1. INTRODUCTION

Purpose: This Exhibit describes the Services to be performed for LS&Co. by Supplier pursuant to the Agreement. References: References to an Attachment, Appendix, Section or Article shall be to such Attachment or Appendix to, or Section or Article of, this Exhibit unless otherwise provided. A reference to Exhibit includes a reference to the Attachments and Appendices attached hereto.

LS&Co.’s responsibility will focus on all Engineering tasks associated with supporting Network. This includes items such as certifying new firmware builds, reviewing and testing new technologies, creating documentation and procedures for turnover to the day-to-day teams and implementing automation.

It is incumbent on Supplier to train their technicians on all existing technologies (including future version upgrades) implemented at LS&Co. in order to be proficient in supporting said technologies. In addition, Supplier will develop a comprehensive onboarding process to bring new resources up to speed quickly without disruption to LS&Co.’s operations or internal resources.

The LS&Co. Engineering teams will provide up to 10 hours per calendar month to assist as necessary to resolve incidents, problems or requests. This effort excludes any kind of engineering scope activities and is dedicated effort for supporting Supplier BAU team for any operational issue

Without limiting Section 3 of the Agreement, the Services include (a) the services, functions and responsibilities described in this Attachment; and (b) the services, functions and responsibilities identified in the roles and responsibilities matrices contained within this Attachment for which Supplier is responsible (i.e., those Services which have an “X” in the column labeled Supplier).

2. IN SCOPE

Below is a list of in-scope activities (hereinafter referred to as “Network Services”)

Data

- 24x7 monitoring of network availability & performance
- L2/3 Support for Incidents, Problems and Requests escalated from L1
- Maintenance of standards and design.
- Network device management Router / Switch/Firewalls/Wireless /Remote Access/Security /DNS, DHCP Device & Patch Deployment, WAN optimization, IPAM
- Root cause analysis and performance analysis
- Telco / OEM co-ordination
- Trend analysis and reporting
- Update the asset register during change/deployment and validate CMDB updates
- WAN management (coordination with circuit Providers)

- LAN management

Voice & Video

- Voice support and administration includes support for IPT Voice Gateways, Phones (IP) & Voice Mail.
- Support for Video conference rooms
- Support for Webcast
- Support for Internal Audio conference
- Coordination with Telecom service providers for dependency on Audio and Video services.

Common Services

- Hands and Feet Support
- IMACD's Soft & Hard
- Configuration, Incident & Service Level Management
- Network Documentation
- Supplier Co-ordination
- LAN Cabling for retail to be covered as Time and Material

Levis Retained function

- Transport Circuit Ownership
- Financial responsibility for Telecom circuits, and Network hardware
- Defining Network technical Architecture for Data, voice & Video infrastructure
- Network Product selection
- Building Network configuration standards
- LAN Cabling (Excluding patch cabling)
- Facilities Management
- Warranty, Maintenance and Support Agreements
- Equipment (Hardware) Procurement

Additional Items Not Included In This Document That MUST be included are:

1. Supplier will update inventory within LS&Co.'s CMDB/Asset Inventory on a daily basis A bi-annual validation would also be performed. The Bi-Annual validation will be performed using the report from HP NNMI and ITAM (Service Now) in order to ensure that all the changes to the CI have been updated in the correct manner
2. Supplier as part of Project support will meet with customers to determine network requirements, only if a requirement does not meet within the existing supported framework will it be escalated to engineering. LS&Co. will provide up to 10hrs per month consulting to Supplier.
3. Supplier will create, review and upkeep process documentation and store them in a defined LS&CO. owned repository.
4. Supplier will manage QOS policies and ensure consistency across the global

environment.

5. Supplier will prepare and execute test recovery exercise and actual recovery if required.
6. Supplier will participate in all operational related meetings, to include, but not limited to Daily Operations, Change Review and team meetings.
7. Supplier will perform all the necessary activities to prepare network equipment's for decommission and disposal and coordinate with LS&Co. Supplier for the asset disposal
8. Supplier will provide a monthly license tracking and reporting for network related devices utilizing the existing ServiceNow ITAM and SCCM tools set.
9. Supplier will follow LS&Co.'s documented escalation process for high incident tickets.
10. Supplier will perform all the necessary activities to prepare Network equipment for decommission and asset disposal will be coordinated with LS&Co.'s Supplier for the disposal. Supplier will update LS&Co.'s on the required CI to update the CMDB/Asset Inventory.
11. Supplier will maintain all network related devices (including voice/webcast) to N-1 firmware/OS versions to ensure global consistency.
12. Firmware upgrade for Cisco devices will not maintained to n or N-1 as per LS&Co's.
13. LS&Co.'s confirm the current Firmware/OS versions are maintained to N or N-1.
14. If Standardization of Firmware/OS versions are required then it will be treated as a project.
15. Develop and maintain comprehensive Process Document with respect to the DR plan as it relates to all Datacenter network devices listed in this SOW. Supplier will follow the existing DR plan created by LS&Co\

2.1 TECHNOLOGY PLATFORMS AND ENVIRONMENT

Supplier will provide Network Services for the following existing but not limited to technology platforms:

- Cisco Routers
- Cisco Switches
- HP Switches / Routers
- Cisco WAAS / Silver peak
- Cisco Wireless Access Points and LAN Controllers

- Cisco Call Manager
- Cisco Unity
- Lync audio conference
- Polycomm Video conference.
- F5 Load Balancers.
- Infoblock (IPAM)

2.2. SUPPORT COVERAGE

Supplier will monitor and manage LS&Co. WAN, LAN, WLAN, Audio and Video network infrastructure 24x7x365 with a combination of dedicated remote and onsite resources augmented by partner for hands-on support.

The dedicated onsite resources in [*****]* locations will work local business hours and will follow local working policies including those applying to holidays and leaves. At these dedicated sites resources will be available for after-hours support for Severity 1 and Severity 2 incidents at no additional charge.

3. NETWORK OPERATIONS CENTER (NOC)

Supplier will be responsible for performing the network operations with the principal activities set forth in the following table.

SL.N O	Principal Activity	Supplier			LS&Co		
		[*** *]	** **	*** *]*	[****	*****	*****]*
1	Physical Scope						
1.1	The Supplier will perform the Services at locations required to meet LS&Co.'s business objectives. These include the locations mutually agreed between Supplier and LS&Co.'s as per <u>Exhibit 7</u> .	x	x	x	x	x	x
2	Demarcation Boundaries of the Services						
2.1	The Supplier will perform the Services within the physical boundaries of the Network Services	x	x	x			
2.2	WAN and Analog lines in stores will be Supplier coordination only.	x	x	x			
2.3	Manage Billing and invoicing for Retail analog lines.	.			x	x	x
2.4	Unmanaged devices like (Hubs and any network devices which are not SNMP enabled) will be Supplier co ordination	x	x	x			
3	General Management and Administration						

	Services						
3.1	Act as a single point of contact for the management and administration of the Network within the scope of this Contract	x	x	x			
3.2	Implement approved Network strategies in support of business objectives and in accordance with Change Management process.	x	x	x			
3.3	Analyze and propose cost-effective Network Service alternatives.	x	x	x			
3.4	Support all telecommunication protocols approved for use by LS&Co.'s.	x	x	x			
3.5	Monitor the compliance of all Third-Party Suppliers with any service levels, or contractual commitments contained in any agreement between LS&Co.'s and Third-Party Suppliers.	x	x	x			
3.6	Network services asset management will be reviewed/updated on a monthly basis to ensure accuracy in LS&Co.'s CMDB/Asset database. This will also include periodic review/reconciliation as requested by LS&Co. Using the report from HP NNMi and ITAM (Service Now).	x	x	x			
4	Third-Party Supplier Management and Coordination						
4.1	Manage and coordinate the activities of all Third-Party Suppliers where The Third-Party Supplier provides services to LS&Co.'s in direct support of the Network.	x	x	x			
4.2	Notify LS&Co.'s and the Third-Party Supplier of each Third-Party Supplier failure to perform in accordance with the provisions of its agreement.	x	x	x			
4.3	Evaluate and recommend retention, modification, or termination of a Third-Party Supplier based on the performance or cost benefits to LS&Co.'s as tracked by the Supplier.	x	x	x			
5	Architecture Services						
5.1	Define Strategy, Standards and High Level Architecture – Design Authority				x		
5.2	Review standards and provide input	x					
6	Network Operations and Management						
6.1	Operations and Management of all in-scope network equipment and any future network devices and Network Services that are added by agreement to the scope – all devices in this scope must support SNMP Read / Write	x	x	x			
6.2	Perform Network configuration management backups	x	x	x			

	according to LS&Co. standards.					
6.3	For LS&Co's owned equipment provide Network services for Level 1,2 &3 for WAN, LAN, Video, Wireless, remote access VPN, Firewalls, Load Balancers and Call Manager and Unity Voicemail	x	x	x		
6.4	Provide physical network management (devices & circuits)			x	x	x
6.5	Procurement, Financial responsibility with the Telecom carrier and third parties for cabling as well as Procurement & financial responsibility of all network devices			x	x	x
6.6	Raise the PO for new devices			x	x	x
6.7	Perform 1 st – 3 rd Level network problem determination and resolution for Network Services	x	x	x		
6.8	Perform third party Supplier management and performance management	x	x	x		
6.9	Approve Preventative Maintenance time window.			x	x	x
6.10	Perform manufacturer prescribed preventive maintenance	x	x	x		
6.11	Provide audit logs of all activity with network equipment	x	x	x		
6.12	Provide monthly proactive reporting, analysis, solutions	x	x	x		
6.13	Perform patching between jack panel and Network equipment in Datacenters. Require Supplier to perform this for field site locations by coordinating with local site contacts or sending a dispatch partner (cost paid by LS&Co's) as defined by LS&Co.	x	x	x		
6.14	Perform IP Address administration using agreed tools.	x	x	x		
6.15	Perform IMAC IP Addressing changes	x	x	x		
7	Network Monitoring					
7.1	Perform proactive network monitoring using agreed upon management systems	x	x	x		
7.2	Respond to alerts using agreed upon tools in order to meet Service Levels	x	x	x		
7.3	Monitor report and investigate bandwidth spikes / exceeding of thresholds. In the case of the WAN this is in conjunction with the Telecom Service Provider	x	x	x		
7.4	Implement Monitoring for all LS&CO's owned equipment (Routers, Network LAN, Firewalls, Load Balancers, remote access, Call Manager, Unity Voicemail, Wireless, Video, Voice). Coordinate for resolution of the incident with Telecom service provider and other third parties for hardware/services	x	x	x		

	provided by them						
7.5	Coordinate with Telecom service provider for ADSL and other links terminated at stores	x	x	x			
7.6	Coordinate with Telecom service provider for new requests.	x	x	x			
7.7	Coordinate with Telecom service provider for incidents related to WAN links and Network equipment provided by Telecom service providers.	x	x	x			
7.8	LS&Co.'s to inform Supplier on new links to be installed and existing links to be removed for Retail stores				x	x	x
7.9	Coordinate with Telco providers to have new links installed and existing links removed for Retail stores	x	x	x			
7.10	Coordinate with LS&Co. retail business on network changes as part of retrofits.	x	x	x			
7.11	store opening, closing will be covered as part of a project	x	x	x			
8	Hardware and Software Management						
8.1	Develop installation plan for IMACs	x	x	x			
8.2	Procure new equipment and necessary Software / Hardware upgrades				x	x	x
8.3	Schedule installation and cut-over activities for IMACs	x	x	x			
8.4	Coordinate with onsite LS&Co.'s staff / dispatch technicians or hardware maintenance service provider to perform Network hardware maintenance services as needed	x	x	x			
8.5	Perform hardware receiving and staging at LS&Co.'s locations for IMACs During hardware installation or retrofit an existing environment, it is expected that the wiring will be routed in a professional manner, using proper zip ties/Velcro to prevent stress and binding of cables. Pictures will be required to ensure the task was performed properly.	x	x	x			
8.6	During hardware installation or retrofit of an existing environment Supplier will perform patch cabling.	x	x	x			
8.7	For any structured cabling or running the cable through closed ceilings, under the floor. Supplier will do Supplier co ordination	x	x	x			
8.8	Any custom cabling, cabling Supplier will perform crimping of connectors and Supplier will be responsible for Supplier coordination only.	X	X	x			

8.9	Coordinate (Telecom Service provider equipment) resolution of hardware related problems	x	x	x			
8.10	Perform regular maintenance on in-scope Assets (IOS standardization, check on EOL/EOS devices and updating LS&Co.'s for replacing the same etc.)	x	x	x			
8.11	Coordinate and Validate warranty maintenance and replacements with third parties when applicable	x	x	x			
9	Software Configuration and Firmware Management						
9.1	Maintain Records for Supported Software and Firmware Versions in LS&Co.'s CMDB/Asset database.	x	x	x			
9.2	Recommend Software Licenses and associated firmware to ensure supported releases are in use	x	x	x			
9.3	Perform agreed installation and deployment activities for IMAC	x	x	x			
9.4	Maintain agreements to procure software and firmware releases to keep them current	x	x	x			
9.5	Review and approve software and firmware upgrade requests				x	x	x
9.6	Document and maintain configuration management processes and ensure they are consistently followed	x	x	x			
9.7	Review and approve configuration management processes				x	x	x
9.8	Establish standard configurations for Equipment and software	x	x	x			
9.9	Review and approve standard configurations for equipment and software				x	x	x
10	Moves, Adds and Changes (MAC)						
10.1	Define user requirements				x	x	x
10.2	Validate MAC requests	x	x	x			
10.3	Provide and Procure facility environment, space, cabling, power, cooling and including under floor cabling, fiber and dark fiber				x	x	x
10.4	Plan and schedule IMACs	x	x	x			
10.5	Develop installation and configuration specification of new equipment that is required for IMAC purposes	x	x	x			
10.6	Implement and / or manage installation and configuration of IMAC.	x	x	x			
10.7	Perform test and cutover and validation for IMAC. These activities will be performed remotely. If smart hands and feet are required, these steps will be	x	x	x			

	performed onsite.						
10.8	Perform user notification for IMAC. These activities will be performed remotely.	x	x	x			
11	Transport, Carrier and Connectivity Management						
11.1	Procure circuits and bandwidth for network services				x	x	x
11.2	Manage third party contracts like Cisco Smartnet etc. Supplier will be responsible for updating LS&Co.'s on the expiry or change of support coverage only. LS&Co.'s will be financially responsible for renewing/upgrading the contracts.	x	x	x			
11.3	Reviews and approve changes to third party contracts				x	x	x
11.4	Manage, Coordinate and resolve with Telecom carriers and third party Suppliers for any network problems	x	x	x			
11.5	Monitor network for failures and performance	x	x	x			
11.6	Provide availability, Root Cause Analysis and performance reports on a monthly basis using Telecom Carrier provided information for both WAN and Voice circuits	x	x	x			
11.7	Perform coordination of end to end testing during Carrier outages	x	x	x			
12	Telecom						
12.1	Monitor and resolve Voice Network alerts and events [console monitoring]	x	x	x			
12.2	Soft MACD (remote installations) for phone, Voice Mail and Voice Gateways	x	x	x			
12.3	Perform dial plan changes	x	x	x			
12.4	Notifications and resolution for the voice incident tickets	x	x	x			
12.5	Resolve Voice Device/Voicemail failures/ troubleshooting	x	x	x			
12.6	Perform Voice device software patch application	x	x	x			
12.7	Procure Voice circuits, Hardware, Software, Cabling Services and Infrastructure to support the Managed Service and necessary upgrades				x	x	x
12.8	Coordinate and validate installation of Voice circuits	x	x	x			
12.9	Perform/Coordinate installation of Voice network hardware	x	x	x			
12.10	Physical installation/movements of the phones / Gateway	x	x	x			
13	Cabling and Wiring Services						
13.1	The Supplier's responsibilities will include:						

13.2	Coordinate Support and Commission, as required, Facilities provision of Cabling and intra-floor and inter-floor Wiring, within the Supplier physical demarcation boundaries.	x	x	x			
13.3	Supplier will coordinate and validate the installation of physical cabling in all LS&Co.’s locations	x	x	X			
13.4	Supplier will be responsible for Datacenter Patch Cabling.	x	x	x			
13.5	Third party cabling Supplier will be responsible for all structured cabling and any long runs of cabling in Datacenter.	x	x	x			
13.6	Interact with LS&Co.’s real estate, landlord management, and other Authorized Users so that Cabling and Wiring requirements are properly communicated and managed.	x	x	x			
14	WAN Acceleration						
14.1	Manage, Troubleshoot and resolve the WAN Acceleration environment to assure adequate caching and optimization so that connection limits are not exceeded.	x	x	x			
14.2	Maintain software level compliance for all WAN Acceleration systems	x	x	x			
14.3	Where applicable, suggest a WAN Accelerator service to connect LS&Co.’s Sites to the existing WAN infrastructure.	x	x	x			
15	Wired LAN Services						
15.1	The Supplier’s responsibilities will include:						
15.2	Provide wired systems support for LS&Co.’s wired LAN environment to include Network Services	x	x	x			
15.3	Coordinate with Suppliers for LAN cabling and for any unmanaged devices like Hubs.	x	x	x			
15.4	Supplier will perform punch down work at the Datacenter	x	x	x			
15.5	Third-party cabling Supplier will perform device cabling at all other LS&Co. locations and Supplier will do coordination work.	x	x	x			
15.6	Unmanaged devices like hubs will be supported at a “Best Effort” basis	x	x	x			
15.7	Adhere to IEEE standards as well as Client technical and security guidelines with regard to wired LANs.	x	x	x			
15.8	Comply with all security policies and requirements.	x	x	x			
15.9	Support and update all new Hardware documentation for the wired LAN environment and store it in a LS&Co. owned repository.	x	x	x			

16	Wireless LAN Services					
16.1	Provide wireless Systems support ,	x	x	x		
16.2	Troubleshoot and resolve issues at all LS&Co. locations.	x	x	x		
16.3	Manage security systems (for example, authentication and authorization servers) associated with wireless LAN Systems.	x	x	x		
16.4	Adhere to IEEE standards as well as Client technical and security guidelines with regard to wireless LANs.	x	x	x		
16.5	Comply with all radio frequency (RF) regulations.	x	x	x		
17	Conferencing Services					
17.1	Provision, configure, install, operate, support and maintain all In-Premise Conferencing Systems.	x	x	x		
17.2	Assume responsibility for In-Premise Conference System set-up, for testing and implementation of Changes, and for providing conference bridge operation.	x	x	x		
17.3	Manage and coordinate all Third-Party Suppliers associated with the provision of Conferencing Services.	x	x	x		
17.4	Perform periodic Conferencing System testing to validate that individual components and the overall system are working correctly.	x	x	x		
17.5	Perform preventive maintenance in accordance with the manufacturer's specifications for all In-Premise Conferencing Systems located and maintained at LS&Co.'s Sites.	x	x	x		
17.6	Perform Firmware updates and configuration changes as required	x	x	x		
18	Video Conferencing Services					
18.1	Schedule video conferencing facilities support.	x	x	x		
18.2	Manage and maintain the calling directory.	x	x	x		
18.3	Use the centralized management system provided by LS&Co.'s to perform daily monitoring of the status of IP-based Connectivity to all Video Conferencing Systems.	x	x	x		
18.4	Troubleshooting and resolve any issues related to the video conference system	X	X	x		
18.5	Assist users with real-time issues	X	X	x		
18.6	Require Supplier to provide onsite support during any executive town hall events (Dry Run Test, preparation on day of etc.)	X	X	x		
18.7	Supplier will perform firmware/software updates for both infrastructure and room system equipment. (Excludes the cabling, lighting or any other facilities	X	X	X		

	related upgrades)					
19	Store Infrastructure					
19.1	WAN Infrastructure					
19.1.2	Dispatch Supplier technicians as necessary to resolve store-networking issues.	X	X	X		
19.1.3	Any cabling issues will be provided by Supplier. Any structural cabling/line cabling will done on Time and Material basis (Excluding patch cabling)	X	X	X		
19.1.4	Coordinate with Third party cabling Supplier for all Retail Store cabling infrastructure management -Installation -Support -Design -Testing -Liaison with business on requirements	x	x	x		
19.1.5	Reactive monitoring support for WAN links and routers	x	x	x		
19.1.6	Coordinate with Telecom service providers for all WAN link incidents	x	x	x		
19.1.7	Coordinate with Telecom Service provider for all WAN router incidents	x	x	x		
19.1.8	Manage requests for WAN service changes including adding new links and removing existing links	X	X	X		
19.2	LAN Infrastructure - Wired					
19.2.1	Coordinate with Telecom service provider for all LAN ports provided on the ADSL routers	x	x	x		
19.2.2	Proactive monitoring for switch ports on ADSL routers will be done by Telecom service provider	x	x	x		
19.2.3	Proactive monitoring for all store networking devices which are SNMP enabled and owned by LS&Co.'s (Currently only 1 Switch per store in LSA and LSE is being assumed. AMA as Switch ports are provided on ADSL router itself there will be no proactive monitoring. If there are any other network devices then the same will be discussed with LS&Co.'s and added as scope change)	x	x	x		
19.2.4	Provide incident resolution for all store-networking devices owned by LS&Co.'s and which are SNMP enabled.	x	x	x		
19.2.5	Manage requests for updates to store LAN technology including adding new and removing existing. (Assumed this to be a part of store installation count)	X	X	X		
19.3	LAN Infrastructure - Wireless					
19.3.1	Support all store wireless technologies.	X	X	X		

19.3.2	Manage requests for updates to store Wireless infrastructure changes including adding new and removal of existing.	x	x	x			
19.3.3	Mounting of Wireless access point to the ceiling will be performed by the Third party cabling Supplier.	X	X	x			
19.3.4	Manage the Motorola Wireless currently deployed leveraging LS&Co's tools. (Dude Monitoring, Motorola WiNG)	X					
19.4	Analog Lines						
19.4.1	Co-ordinate with Telecom service provider for all incidents and requests	x	x	x			
19.4.2	Incident logging with Telecom service provider	x	x	x			
19.4.3	Manage Telecom service billing				x	x	x
20	Load Balancers						
20.1	Performing on-going administration, management and monitoring of Load Balancers devices.	x	x	x			
20.2	Load balance policy Configuration (including rule-base addition / modification / deletion)	x	x	x			
20.3	Defining new server farms, real servers	x	x	x			
20.4	Integration or Deletion of new or existing new server farms	x	x	x			
20.5	Perform backup and Restoration of the load balancer configuration	x	x	X			
20.6	Supplier will implement the latest software upgrade, patch release, bug fix and hardware fix and version updates once certified by Engineering.	X	x	x			
20.7	Perform user access management on Load Balancer	x	x	X			
20.8	Incident Management to include resolution related to performance and availability of Load Balancer	x	x	X			
20.9	Device configuration changes by following Change Management process	x	x	x			
20.10	Supplier will install/configure new load balancers / guests according to LS&Co. standards.	x	x	x			

4. PROJECT SUPPORT

- Activities in the above roles & responsibility matrix stated in Statement of Work, such as Major upgrades, migrations, Hardware Refreshes, Evaluation of new tools & technologies, will be considered part of project support.

Projects performed by Supplier will fall into one of the following categories:

- Steady State Projects

2. Project Pool Hour Projects
3. Major Projects

1. STEADY STATE PROJECTS

Steady State Projects are Projects of less than or equal to 40 hours that:

- are capable of being performed by the Steady State Staff (i.e., the Steady State Staff possess the appropriate skillsets to perform the Project); and
- Will not impact Supplier's ability to meet applicable Service Level Agreements, as mutually agreed by the Parties' respective Service Tower leads, taking into account the current and planned workload capacity of the applicable Steady State Staff resources).
- The total hours allocated to Steady State Projects in any given month cannot exceed 5% of the then current total monthly Steady State Staff FTE hours allocated for each Service Tower

Examples of work performed as Steady State Projects are system upgrades, hardware and software refreshes, and equipment installations and modifications across Service Towers. The total hours allocated to Steady State Projects in any given month cannot exceed 5% of the then current total monthly Steady State Staff FTE hours allocated for each Service Tower (the "Steady State Cap"). For example, if there are 20 FTEs comprising the Steady State Staff for NOC Services, the Steady State Cap for the NOC Service Tower for the month would equal $3,200 \text{ hours} \times 5\% = 160$ (assuming a 4 week month at 40 hours/week). LS&Co. will not receive an invoice credit if the hours used for Steady State Projects for a given month are less than the Steady State Cap.

Steady State Projects are included in the Base Fees and will not incur additional charges. LS&Co. may, in its discretion, allocate Project Pool Hours for the completion of any Steady State Project in excess of the Steady State Cap. LS&Co. may not split a longer duration Project (i.e., a Project in excess of 40 hours) into multiple smaller Projects in order to use up any unused hours for the month.

The prioritization of Steady State Projects will be handled by the Operating Committee as part of the Services Governance between LS&Co. and Supplier. If LS&Co. determines that a Steady State Project will take priority over achievement of a Service Level Agreement for a given month, LS&Co. will issue a written Service Level exception to the Service Provider. The total projects hours available from the steady state resource pool is 840 hrs. / year spread evenly across each month

2. PROJECT POOL HOURS PROJECTS

Project Pool Hours Projects are Projects greater than 40 hours in duration that are performed by the Project Pool Staff. Project Pool Hours Projects may also include Projects of equal to or less than 40 hours in duration that exceed the Steady State Cap.

These will be further sub-divided into

- a) Network related infrastructure led projects

Supplier will provide the infrastructure Project Pool hours to LS&Co. each year for a 5 year period, based on the Project forecasts provided by LS&Co. Currently this pool constitutes of 5,000 for network i.e. total of 4,160 project hour/year that can be leveraged for network related infrastructure led projects. This Project Pool will be available based on priorities established by LS&Co. and communicated to Service Provider on a weekly basis. Service Provider will provide an estimate of the Project Pool hours required for each Project Pool Hours Project by Skillset Category for review and approval by LS&Co. LS&Co. will draw down these hours over time, and such use will be reported by Service Provider on a monthly basis.

Service Provider will initially allocate resources to the Project Pool Staff in accordance with the hours per Skillset Category as agreed below. Any skillset required outside of the Skillset Categories will be made available to LS&Co. outside of the Project Pool, in accordance with the rate card submitted.

Westlake – 1 resource (Data), India - 1 resource (Voice)

- Apart from the above 4,160 hrs. Annually as dedicated for only projects, there is an additional 840 hrs. annually for projects under NOC support which can be utilized within the steady state resource pool

b) Application-led projects

This pool is to meet with customers/application teams to identify requirements, sizing, and costing of new and changes to existing environments. Any application-led projects which can be covered within the 5000 hours/ year mentioned under infrastructure-led projects will not lead to additional cost. However if the demand from an application-led project exceeds the 5000 project hours, the same will be performed as a separate project under time and material using the project rate card

3. **MAJOR PROJECTS**

Major Projects are Projects that do not meet the conditions for the Steady State Projects or the Project Pool Hours Projects. Major Projects are not included in the Base Charges. For each Major Project requested by LS&Co, Supplier will prepare a proposal based on the requirements and scope of work defined by LS&Co. and will include an estimate of the charges for such Major Project. The Parties will enter into a separate Work Order with respect to any Major Project approved by LS&Co.

MASTER SERVICES AGREEMENT*

BY AND BETWEEN

LEVI STRAUSS & CO.

AND

WIPRO LIMITED

NOVEMBER 7, 2014

**EXHIBIT 2
DESCRIPTION OF SERVICES**

**ATTACHMENT 2.3.2
DESCRIPTION OF SERVICES – INFORMATION TECHNOLOGY SERVICES
DESKSIDE SUPPORT**

* Certain information in this exhibit has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions marked with [****]*.

1. INTRODUCTION

Purpose: This Exhibit describes the Services to be performed for LS&Co. by Supplier pursuant to the Agreement. References: References to an Attachment, Appendix, Section or Article shall be to such Attachment or Appendix to, or Section or Article of, this Exhibit unless otherwise provided. A reference to Exhibit includes a reference to the Attachments and Appendices attached hereto.

Without limiting Section 2 of the Agreement, the Services include (a) the services, functions and responsibilities described in this Attachment; and (b) the services, functions and responsibilities identified in the roles and responsibilities matrices contained within this Attachment for which Supplier is responsible (i.e., those Services which have an “X” in the column labeled Supplier).

2. CORPORATE AND RETAIL DESKSIDE SUPPORT

The Services to be provided by Supplier to [****]* under this Agreement are categorized into the following Processes:

- End User Computing Services
- Field Support Services for Corporate Users
- Field Support Services for Retail Users
- Desktop Engineering Services

Supplier will support the following End User categories as designated:

- a. Corporate locations support ;
- b. Retail store support ;
- c. Executive End Users

End User Computing Services includes the Services and activities, as further detailed in this SOW, required to respond and resolve End User device related issues that cannot be resolved remotely and needs a physical technician to visit at client location.

Also Supplier will be responsible for Desktop Engineering services

- Active Directory Computer Management – (i.e., data cleansing - old objects)
- AD Group Policy Management – Management of the existing policy
- AD/OS/App scripting such as scripting for an application push within SCCM
- Application Certification Management which comprises of coordination with application team for application certification management and help testing of such applications with the image
- Application Deployment Management
- Image Certification Management

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Services - DeskSide Support

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- Hardware Certification which includes new model certification once a year for each device type. The device type included for this activity is Personal Computer and Tablets.
- Virtual Desktop Management – Managing of the existing virtual desktops in the environment
- Apple Infrastructure Management (everything...) which refers to the management of the apple devices and the infrastructure related to the apple devices
- PC Patch Management
- Desktop engineering Strategy/Roadmap which comprises of supporting LS&Co. in defining the tools strategy for end user computing and help finalize on the tools/technology strategy
- End user and support groups communication with respect to any change in the environment
- Training & Education (knowledge transfer) of the changes to the SD and Hands and Feet support engineers
- Management of the existing end user computing tools such as– ChangeBase (application testing tool), Casper, GoToMyPC, eFax
- Projects will be determined during LS&Co. AFP and will managed via the project change process

Principal Activity	Supplier			LS&Co.		
	[****]	[****]	[****]*	[****]	[****]	[****]*
INSTALLATIONS, MOVES, ADDS, CHANGES AND DISPOSAL (IMACD)						
Provide or oversee, as appropriate, all installations, de-installations, cascades, moves, add and changes for all EUC Equipment, Software, and related Services at LS&Co. Corporate and Retail Sites.	x	x	x			
Coordinate, plan, and schedule IMACs with all affected IT functions (whether the function is included within the Services provided by Supplier, as a LS&Co. retained functions or a Third Party).	x	x	x			
Create and document the processes to enable IMAC execution for each Software and/or Equipment component, and obtain LS&Co's approval for such processes and documentation	x	x	x			
Coordinate and communicate with designated LS&Co. personnel or other Third Parties, concerning scheduling and requirements so as to minimize the business impact on Authorized Users.	x	x	x			

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Principal Activity	Supplier			LS&Co.		
Provide physical space for storage of End User Equipment, Software, parts, Network, cabling, or any other services necessary to execute the IMAC	X	X	X	X	X	X
Coordinate the scheduling and dispatching of appropriate technicians, including Third-Party Vendors	X	X	X			
Perform any required backup procedures in accordance with Change Management guidelines	X	X	X			
Re-load data or back up files as necessary	X	X	X			
Set up security, file access, and other administrative procedures associated with the IMAC	X	X	X			
Test the Equipment, Software, and related Services after the implementation of the IMAC to include network access (e.g., file open and print routing capabilities, remote connectivity, Internet/intranet access, etc.).	X	X	X			
Provide desk-side orientation training materials appropriate to the Authorized User(s) receiving the IMAC.	X	X	X			
If asset Tag is being used, affix an asset identifier tag to the asset and update the Asset Inventory and Management System in a timely manner when any Equipment or Software changes are implemented by Supplier or reported by LS&Co.	X	X	X			
Monitor client satisfaction and closely monitor Service Levels throughout the IMAC activity and following the delivery at predetermined intervals.	X	X	X			
Manage the recording and collection of the required inventory information and update the inventory system (or other LS&Co. inventory system)	X	X	X			
Provide IMAC services for new store openings, store closing and store retrofits as a part of the IMAC visit as mentioned in section 3 of this SOW “Services Environment”.	X	X	X			
Disposal Services						
Adhere to the relevant LS&Co. Policies covering the decommissioning and disposal of equipment and any	X	X	X			

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Principal Activity	Supplier			LS&Co.		
other disposal standards notified by LS&Co. to Supplier from time to time and provide a Report to LS&Co. certifying sanitization in accordance with this LS&Co. Policy						
Remove all data from the Supported Equipment and arrange the disposal of cleansed Supported Equipment which is not appropriate for refurbishing and has been approved for disposal by LS&Co.	X	X	X			
Provide a channel (disposal vendor) to dispose of Supported Equipment securely and in accordance with Applicable Law				X	X	X
All LS&Co. asset management policies will be followed as part of the disposal process	X	X	X			
OPERATIONS AND TECHNICAL SUPPORT						
Provide onsite support or dispatch of support specialists as necessary to provide Authorized Users with operational and technical support and to meet specified Service Levels.	X	X	X			
Coordinate its activities with the Service Desk, and provide Level 2 and Level 3 Support to the Service Desk and/or Authorized Users as necessary.	X	X	X			
Resolve Incidents and Problems associated with EUC Equipment and Software, and provide break/fix support, advice, and assistance to Authorized Users.	X	X	X			
Responsible for resolving all Incidents and Problems associated with failure or degradation of Services related to EUC Equipment and Software.	X	X	X			
Coordinate efforts with Third-Party service and maintenance providers as necessary to keep EUC Equipment and Software in good working order.	X	X	X			
Perform proactive and reactive troubleshooting to effectively identify potential Incidents or Problems, and attempt to eliminate them before they occur.	X	X	X			
Identify the scope of an Incident and request or a Problem, and provide operational and technical assistance to remedy the Incident or Problem.	X	X	X			

LS&Co. - Attachment 2.3.2 - Description of Services - Information Technology Services - DeskSide Support

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Principal Activity	Supplier			LS&Co.		
	X	X	X			
When replace Equipment and/or Software in order to conduct a repair, copy data and perform backups.	X	X	X			
Assist Authorized Users with support to enable the correct use of EUC Equipment and Software, as well as access to and use of related technologies and Services.	X	X	X			
Provide L3 support & business liaison for Retail services in local languages where ever possible and provide support during all store hours. After-hours support is required for P1/P2 incidents. L3 supports includes but not limited to (Retail store technology, support, business liaison, support new initiatives, lead store open, closes and retrofits with respect to technical project management)	X	X	X			
We currently have resources located in the following sites. [****]*						
Provide L2 support in local languages which includes but not limited to (Retail store technology, support, support new initiatives, support store open, closes and retrofits, vendor coordination, maintain knowledge base) -Will provide support during all store hours. After-hours support is required for P1/P2 incidents. -Maintain metrics of store downtime, ticket volumes, service levels, root cause analysis, reporting	X	X	X			
Coordinate with Retail store staff for all technical dispatch situations	X	X	X			
Store technology changes, additions and holiday readiness activities will be supported with IMAC or DSS services	X	X	X			
Retail tower management <ul style="list-style-type: none"> • Status reporting • Incident analysis & reporting • Queue management & reporting • Incident trend analysis & reporting 	X	X	X			

LS&Co. - Attachment 2.3.2 - Description of Services - Information Technology Services - DeskSide Support

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Principal Activity	Supplier			LS&Co.		
<ul style="list-style-type: none"> • Resource management • Team management 						
<ul style="list-style-type: none"> • Maintain Retail knowledge base in in the LS&Co. ITSM Tool and coordinate with the service desk when processes and procedures are changed. 	X	X	X			
Provide following reports using existing LS&Co. tools:	X	X	X			
<ul style="list-style-type: none"> • Maintain and report metrics of store downtime • Maintain and report metrics of tickets volumes • Maintain and report metrics of root cause for major incidents. • Maintain and report metrics for Service Level's 						
Manage Retail lab including the following	X	X	X			
<ul style="list-style-type: none"> • Perform testing for Retail equipment this could include software or hardware testing. • Reproduce and test technical errors • Maintain Lab equipment • Maintain processes for testing 						
<ul style="list-style-type: none"> • Providing funding for necessary lab infrastructure 				X	X	X
DESKTOP PATCH MANAGEMENT						
Install Third-Party-supplied corrections and Patches to all end user PC devices as necessary.	X	X	X			
Confirm compatibility or special requirements before widespread installation including compliance with LS&Co. Software Quality Standards.	X	X	X			
Distribute security patches to comply with LS&Co. IT Security policies.	X	X	X			
Provide monthly reporting to LS&Co. on the installation of all patches	X	X	X			
ELECTRONIC SOFTWARE DISTRIBUTION						
Utilize the existing electronic Software distribution system that effectively and efficiently distributes new Software to LAN-connected workstations located at	X	X	X			

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Principal Activity	Supplier			LS&Co.		
LS&Co. Sites and to remotely connected workstations in a timely manner. This may require alternative transport methods (for example, CDs, etc.) because of size and bandwidth parameters.						
With respect to LS&Co. developed applications, distribute Software, install Software, and install upgrades as required by LS&Co	X	X	X			
Schedule Software distributions to minimize Authorized User disruption, and without Authorized User assistance and interaction, in order to support time-critical release upgrades, and to maintain current projects.	X	X	X			
Perform Software distributions consistent with the configurations associated with Standard Products, as applicable, independent from the distribution media (for example, LAN, WAN, dial-up, CD ROM, etc.).	X	X	X			
Use an SCCM / LS&Co. tool for Software distribution solution that provides consistent and efficient Software deployments for Software configuration changes.	X	X	X			
Create and maintain automated installation packages for all software utilized on more than ten (10) workstations, or for any LS&Co. requested installation (i.e. – due to complexity or validation reasons, it may be desirable to automate small-deployed applications). This includes updates and patches for all packaged installations.	X	X	X			
Wherever possible, install Software via an automated installation package without Authorized User interaction needed to verify a harmonized installation globally and to reduce lost productivity due to a missing or wrong application configuration.	X	X	X			
Ensure any software installation/distribution does not adversely affect existing installations. Procedure, testing and documentation must comply with LS&Co. Software Quality standards and requirements.	X	X	X			
Maintain exception process for designated workstations and/or sites, to ensure software patches and distributions do not automatically install, reboot or disrupt operations on exception PCs (as defined by LS&Co).	X	X	X			
Provide Software distribution processes to support different Authorized User environments in an automated way (for example, LS&Co. LAN and WAN, home	X	X	X			

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Principal Activity	Supplier			LS&Co.		
offices, Authorized Users working remotely, etc.).						
Provide a transparent deployment mechanism independent from the distribution media (for example, LAN, WAN, dial-up, CD ROM, etc.).	X	X	X			
Provide processes to link Software distributions and workstation inventories in order to verify the success of local and global deployments and to provide the ability to implement and track configurations.	X	X	X			
Provide to LS&Co., and as required by LS&Co., software distribution device target counts and success results.	X	X	X			
Resolve all failed software distribution	X	X	X			
Continually review and improve the percentage of EUC devices that can be reached and updated with the electronic Software distribution system.	X	X	X			
Provide the global SCCM 2012 infrastructure for the software distribution				X	X	X
Using SCCM 2012, Track & Report Desktop License usage for Corporate and Retail	X	X	X			
Track license usage for non-SCCM connected sites as a part of the onsite visit (IMAC , Desk Side Software or Break Fix) which can be generated as a part of the Service Requests. The details of the number of (IMAC, Desk Side Software and Break Fix) issues are provided in section 3 in this SOW under “Services Environment”	X	X	X			
SOFTWARE PACKAGING SERVICES						
As part of the Packaging Services, Supplier will: 1. script and package Software for installation (and back-out) to the Services Environment; 2. create Packages for different LS&Co. configurations 3. create updates to existing Packages (e.g., patching, configuration changes or version changes); and	X	X	X			

Principal Activity	Supplier			LS&Co.		
.						
Utilize the existing tool set to generate the Package deployment success and failure reporting	X	X	X			
In performing the Packaging Services, Package the software so that:	X	X	X			
<ul style="list-style-type: none"> a) each Package is packaged in accordance with, and meets, the LS&Co. packaging standards (as such LS&Co. packaging standards may be changed by LS&Co. from time to time); and b) each Package, once distributed to the Workstations, is capable of correct installation (and back-out) on the Workstations without any End User intervention. 						
Provide the current library of documentation that reflects the complexity and diversity of the environment and that enhances the Software support process. This library should contain all EUC software installed and supported, source code location, installation instructions (manual and automated/packaged), prerequisites, other application dependencies, patches required, version history and information, and quantity deployed.				X	X	X
Maintain a library of documentation that reflects the complexity and diversity of the environment and that enhances the Software support process. This library should contain all EUC software installed and supported, source code location, installation instructions (manual and automated/packaged), prerequisites, other application dependencies, patches required, version history and information, and quantity deployed.	X	X	X			
Maintain master copies of the Software associated with Standard Products in a secure, central location. Distributed copies also need to be available for each region to ensure updates and installations can be performed in a reasonable manner (i.e. no performance lag due to WAN bandwidth).	X	X	X			
Prior to the start of each calendar quarter, give notice to LS&Co. of all major installations and upgrades of Software that are planned to occur in the quarter for	X	X	X			

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Principal Activity	Supplier			LS&Co.		
which notice is being given. Provide at least two weeks' notice for all planned software distributions that are not the result of a user request. Provide immediate notice to LS&Co. for any 'emergency' (i.e. security related) distributions.						
Consult with LS&Co. on the timing for implementing Software updates, to be determined by LS&Co. Perform technical impact assessment of any proposed update; i.e. impact to validated applications.	X	X	X			
Define and check for particular Software signatures.	X	X	X			
Check the presence and version of Software on specific devices. Provide ad-hoc/on-demand reporting to LS&Co. as needed.	X	X	X			
Update Asset Management and Configuration Management Systems.	X	X	X			
Remedy any defects relating to Packaging of a Package that are identified before, during or after deployment of the Package.	X	X	X			
Determine the compatibility of End User Software with other Software in the Services Environment in accordance with the Software Certification Services	X	X	X			
Provide Test Labs and utilize the existing tools being used for application packaging			X	X		
The Tools used by Supplier to perform the Packaging will be subject to LS&Co.'s approval and should complement / integrate with the other tools and technologies used by LS&Co	X	X	X			
carry out appropriate quality assurance tests ("QA Tests") on the packaging components of the package (but not the functionality of the Packaged Software itself) to verify, at a minimum:	X	X	X			
that the Package functions correctly within the Services Environment;						
that the Package was packaged in accordance with the Packaging Standards; and						
that the Package is able to completely install on the Workstations and Distributed Servers, in conjunction with the existing End User Software or Distributed Server Software, as relevant;						

LS&Co. - Attachment 2.3.2 - Description of Services - Information Technology
Services - DeskSide Support

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Principal Activity	Supplier			LS&Co.		
	X	X	X			
if a Package fails the QA Tests make necessary Modifications to the Package and repeat the QA Tests until either the Package passes the QA Tests or both Supplier and LS&Co. determine that the Packaged Software is not capable of passing the QA Test;						
in relation to Business Applications only, provide the QA Test scripts for Supplier's use in testing of the Packages and Supplier will proactively provide LS&Co. with suggested updates to the QA Test scripts;	X	X	X			
in relation to Common Applications only, Supplier will develop and maintain the QA Test scripts for Supplier's use in testing of the Packages, and will locate such scripts in the Supplier Repository.	X	X	X			
Inventory Management						
Conduct spares forecasting for the Break / Fix Services across corporate and retail environment.	X	X	X			
Manage the staging and storage areas at Sites designated by LS&Co., including verifying that the Equipment will be stored in a secure area and not subject to extreme heat, cold, or dampness and managing such areas in accordance with the LS&Co. policies. Such staging and storage areas will be used by Supplier to store parts, Refurbished End User Computing Equipment and new Workstation and Server Equipment which has yet to be installed.	X	X	X			
Maintaining inventory levels and working with the OEM for end user devices under warranty for parts shipment and replenishment of stocks	X	X	X			
Minimize space requirements by using appropriate processes, including just in time delivery of Equipment.	X	X	X			
For all End User Computing Equipment and Server equipment, manage pools of whole units of Equipment or parts for use in Incident and request Resolution as required to meet or exceed the Performance Standards ("Whole Unit Spares").	X	X	X			

LS&Co. - Attachment 2.3.2 - Description of Services - Information Technology Services - DeskSide Support

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Principal Activity	Supplier			LS&Co.		
1. Ensure that any Whole Unit Spare that it provided to an End User: (a) is a comparable item of Equipment with the Equipment that is being replaced; (b) in the case of Peripherals, is compatible with the End User's Workstation; (c) in the case of Workstations, has the same End User Software and data installed and the same configurations as the End User's Workstation; and 2. is operating correctly and ready for End User use.	X	X	X			
For Workstation Whole Unit Spares, Supplier will transfer the necessary End User Software and data to such Whole Unit Spare and assist End Users in restoring files	X	X	X			
LS&Co. will own all spares and the shipment material and cost of spares				X	X	X
Pull & Ship from Depot locations.	X	X	X			
Manage return shipping and repair of damaged components	X	X	X			
Identifies any failed End User Computing Equipment or Server Equipment that is reasonably beyond economic repair, and inform LS&Co. before the device is prepared for disposal	X	X	X			
Asset Management						
Manage and update the asset information in the ServiceNow asset management module as and when there is a change to an asset status	X	X	X			
Define the policies will be followed as part of the asset update / management process				X	X	X
Periodically maintain SCCM database in order to remove the stale objects, Also update the SCCM as and when assets are added or decommissioned in the environment	X	X	X			
Procurement Management						

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Services - DeskSide Support

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Principal Activity	Supplier			LS&Co.		
	X	X	X			
Maintain inventory and determine when stock is low. And maintain the replenishment model and maintain the adequate stock level	X	X	X			
LS&Co. to approve all new orders				X	X	X
Regular reporting of inventory status to include on-hand min/max levels, on a monthly / Quarterly basis	X	X	X			
Order new inventory as required as a part of refresh and/ or replenishment utilizing a globally accessible ordering portal where applicable as provided by LS&Co.	X	X	X			
Image Management						
Create, test, certify, manage, update and maintain standard images (including “gold master” images or equivalent) for all Corporate and Retail Workstations.	X	X	X			
Provide Media, License Information, Test Lab, Testing Hardware				X	X	X
Identify Pilot Testing Users				X	X	X
Discuss deployment plan and target devices	X	X	X	X	X	X
Deploy LS&Co. approved software images to Workstations as applicable.	X	X	X			
Perform transaction status monitoring as part of integrated retail operations center for Raymark Applications based POS (In English) for the owned and operated stores and network monitoring from the up/down status perspective	X	X	X			

1. **PROJECT POOL HOURS PROJECTS**

Supplier will provide the infrastructure Project Pool hours to LS&Co. each year for a 5 year period, based on the Project forecasts provided by LS&Co. Currently this pool constitutes of 4,000 for end user computing ,

Service Provider will initially allocate resources to the Project Pool Staff in accordance with the hours per Skillset Category as agreed below. Any skillset required outside of the Skillset Categories will be made available to LS&Co. outside of the Project Pool, in accordance with the rate card submitted.

Currently the pool is planned to have following resources

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- India - EUC Engineering – 2
 - 1 FTE – Image Management
 - 1 FTE – VDI Specialist (VM Ware)

LS&Co. - Attachment 2.3.2 - Description of Services - Information Technology
Services - DeskSide Support

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MASTER SERVICES AGREEMENT*

BY AND BETWEEN

LEVI STRAUSS & CO.

AND

WIPRO LIMITED

NOVEMBER 7, 2014

**EXHIBIT 2
DESCRIPTION OF SERVICES**

**ATTACHMENT 2.3.3
DESCRIPTION OF SERVICES – INFORMATION TECHNOLOGY SERVICES
CROSS FUNCTIONAL SERVICES**

* Certain information in this exhibit has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions marked with [****]*.

1. INTRODUCTION

Purpose: This Exhibit describes the Services to be performed for LS&Co. by Supplier pursuant to the Agreement.

References: References to an Attachment, Appendix, Section or Article shall be to such Attachment or Appendix to, or Section or Article of, this Exhibit unless otherwise provided. A reference to Exhibit includes a reference to the Attachments and Appendices attached hereto.

Definitions: As used in this Exhibit, capitalized terms shall have the meanings set forth in Exhibit 1. Other terms used in this Exhibit are defined where they are used and have the meanings there indicated.

As a part of Cross-Functional services, Supplier will leverage LS&Co.’s current IT Service Management processes and tools to deliver and manage the IT infrastructure services. LS&Co.’s Service Management team will enable Supplier to understand the current processes by means of training and orientation sessions that will be conducted by LS&Co. during transition. Supplier will develop appropriate process documents for subsequent use and reference during the steady state operations. Supplier will submit the process documents to LS&Co. for its review and approval.

Supplier will work with LS&Co.’s Service Management team to establish appropriate interfaces between LS&Co.’s and Supplier’s service management toolsets during the transition phase. The interfaces will establish appropriate integration between the two toolsets. Supplier understands that the system of records will be LS&Co.’s service management tool. The integration of toolset will be bi-directional and Supplier’s service management tool will synchronize data with LS&Co.’s service management tool. Supplier will provide LS&Co. detailed plans for the toolset integration during transition planning phase.

As part of onboarding Supplier personnel, Supplier will establish procedures to impart appropriate level of training to new personnel that will enable them to understand and become aware of LS&Co.’s Service Management policies, processes and procedures. All Supplier personnel will use LS&Co.-approved process documents as reference documents to deliver and manage IT services.

The Services to be provided by Supplier to [****]* under this Agreement are categorized into the following Processes:

- Incident and Major Management Process
- Service Request Management Process
- Problem Management Process
- Change Management Process

- Knowledge Management Process
- Configuration Management Process

Without limiting Section 2 of the Agreement, the Services include (a) the services, functions and responsibilities described in this Attachment; and (b) the services, functions and responsibilities identified in the roles and responsibilities matrices contained within this Attachment for which Supplier is responsible (i.e., those Services which have an “X” in the column labelled Supplier).

The services, functions, and responsibilities set forth in this Statement of Work are supplemental to and incorporated into Supplier’s services, functions, and responsibilities in the other Information Technology Services Statements of Work (the other Statements of Work that form part of Attachment 2.3). Accordingly, Supplier shall provide all such cross-functional Services with respect to all of the Information Technology Services (the other Services documented as part of Attachment 2.3).

2. CROSS FUNCTIONAL PROCESSES

Incident Management Process

Incident Management handles all Service-affecting Incidents which may be failures or faults and restores the Service as quickly and efficiently as possible to the required Service Levels, while minimizing any adverse Impact on LS&Co. business operations.

Scope:

Supplier will manage and oversee the Incident Management Process across the Services and collaborate with LS&Co. and LS&Co. Third Party Contractors to manage the Cross Functional Incident Management Process.

Supplier will provide overall Incident Management Support and accepts that, while some Incidents may only affect the Services within the scope of Supplier, there will be Incidents that apply across the Cross Functional Services and require cooperation and joint work between Supplier, LS&Co. and the LS&Co. Third Party Contractors to resolve. Therefore, the Incident Management activities as described in this Exhibit apply to all types of Incidents.

The following table gives the activities and responsibilities of Supplier and LS&Co.

Principal Activity	Supplier			LS&Co.		
	[****]	[****]	[****]*	[****]	[****]	[****]*
All Incidents						
Provide available LS&Co. Incident Management policies, standards and procedures.				X	X	X
Receive and log all Incidents (including submissions received by telephone, electronically,	X	X	X			

Principal Activity	Supplier			LS&Co.		
or other means approved by LS&Co.) and open an Incident Record.						
Provide Incident investigation, diagnosis, impact analysis, and reclassification as required.	X	X	X			
Utilize and update the Incident Management System with all relevant information relating to an Incident.	X	X	X			
Make an initial determination of the potential resolution.	X	X	X			
Prioritize and escalate Incidents from VIP or Executive Users.	X	X	X			
Link multiple contacts pertaining to the same Incident to the associated Incident Record.	X	X	X			
Resolve as many Incidents as possible during the Authorized User's initial contact with the Service Desk, without transferring the call or using any escalation.						
Resolve Incidents that are resolvable by Level 1 Support, and close the Incident after receiving confirmation from the affected Authorized User that the Incident has been resolved.	X	X	X			
Resolve Incidents arising from or related to the Services, including break/fix hardware and Software support	X	X	X			
Act proactively, and coordinate with all other parties (including Third Parties) as needed in order to resolve Incidents.	X	X	X			
Transfer Incidents within specified time limits to the appropriate party without compromising Service Levels or Security requirements.	X	X	X			
Provide or coordinate the final resolution to the Incident.	X	X	X			
Escalate Incidents to the appropriate levels for resolution in accordance with escalation procedures	X	X	X			

Principal Activity	Supplier			LS&Co.		
approved by LS&Co.						
Escalate an Incident where the Incident cannot be resolved within the relevant Service Levels or agreed timeframe	X	X	X			
Close escalated Incidents after receiving confirmation from the affected Authorized User that the Incident has been resolved.	X	X	X			
Restore normal service operations as quickly as possible following an Incident, with minimum disruption to LS&Co. Business operations, and in compliance with Service Levels.	X	X	X			
Retain overall responsibility and ownership of all Incidents until the Incident is closed, subject to LS&Co. approval.	X	X	X			
Track and report the progress of resolution efforts and the status of all Incidents	X	X	X			
Keep LS&Co. informed of changes in Incident status throughout the <u>Incident Lifecycle</u> in accordance with agreed Service Levels	X	X	X			
Leverage the LS&Co. Service Knowledge Management System to assist with the resolution of Incidents	X	X	X			
Track the use of the Knowledge Management System, and report usage statistics to LS&Co. on a monthly basis, or as requested by LS&Co.	X	X	X			
Where Incidents relate to Assets, update details in the Asset Register and the CMS/CMDB, or coordinate with the relevant process to confirm updates are made.	X	X	X			
Incidents That Do Not Arise From or Relate to IT Services						
Record the Incident and open an Incident Record.	X	X	X			
Transfer the Incident to the appropriate person or entity for resolution or to provide guidance	X	X	X			

Principal Activity	Supplier			LS&Co.		
Transfer Incidents within specified time limits to the appropriate party without compromising Service Levels or Security requirements.	X	X	X			
Provide status updates to Authorized User within agreed Service Levels.	X	X	X			
Incidents Only Partially Related to IT Services						
Continue to work toward resolution of the relevant part(s).	X	X	X			
Transfer the remaining part(s) to the Service Desk, without compromising Service Levels	X	X	X			
Provide status updates to Authorized User within agreed Service Levels.	X	X	X			
Incident Escalation						
Support and reasonably assist with the creation of an escalation procedure to be documented in the Procedures Manual.				X	X	X
Review the Supplier developed process for escalation of Incidents, and if acceptable to LS&Co., approve such procedures.				X	X	X
Provide appropriate business feedback and responses to Provider upon request for critical events and major Incidents.				X	X	X
Escalate unresolved Incidents according to procedures approved by LS&Co., and automatically prioritize high-impact Applications, Software, Equipment and services, such that they are treated with the highest Priority. Implement escalation procedures that reflect and describe the Incident, including	X	X	X			
1. Priority level of the Incident						
2. Location of the Incident and the name and/or number of affected Authorized Users						
3. Elapsed time before an Incident is						

Principal Activity	Supplier			LS&Co.		
escalated to the next higher Priority level						
Investigate and diagnose activities to identify Workarounds for each Incident	X	X	X			
Incident resolution activities to restore normal service in compliance with the Service Levels	X	X	X			
Resolve Incidents by matching Incidents to Known Errors that are stored in a Known Error Database	X	X	X			
Escalate Incidents to the Supplier's and/or LS&Co. management team	X	X	X			
Generate a Problem Record from an Incident	X	X	X			
Generate Requests for Change (RFCs) where necessary for the implementation of Workarounds	X	X	X			
Incident Management Reporting						
Provide regular progress notifications to LS&Co. on current Priority Level 1, Priority Level 2, Priority Level 3, and Priority Level 4 Incidents and, as necessary, through any follow up communication and work required post-resolution	X	X	X			
Provide regular progress notifications to the Service Desk on Incidents raised by VIP or Executive Users, with the frequency of such notification in accordance with Service Levels and LS&Co. requirements	X	X	X			
Provide prompt notification to LS&Co. of System Outages on critical Systems; and otherwise provide affected Authorized Users with regular and timely progress updates about the Incident including:	X	X	X			
1. Nature of the Incident						
2. Estimated time to completion						
3. Potential short-term alternatives						
Provide the monthly report in electronic copy in a						

Principal Activity	Supplier			LS&Co.		
format agreed to with LS&Co., which at a minimum includes 1. Key issues relating to Incident Management 2. Number of Incidents during the month, grouped by Priority, service, region, and classification 3. List of Incidents, short description, reference number, and a shortcut to detailed description 4. Detailed description, including timing of activities 5. Links to Problem and Known Error Records 6. Trend analysis of the Incidents reported during the thirteen (13) most recent months	X	X	X			
Calculate statistics and provide monthly reports to LS&Co., which include: 1. The number of Incidents 2. Sources of the Incidents 3. Frequency regarding the types or categories of Incidents 4. The duration of open Incidents (average and quantities by age) 5. Number of Incidents resolved upon first contact 6. Other pertinent information regarding Incident resolution, including Service Level measurement reporting	X	X	X			
Post successful resolution, document resolution within Incident Management Tool and initiate Incident closure via Service Desk as and when required.	X	X	X			
Integrate Supplier Incident Management tool to LS&Co. Incident Management tool	X	X	X			

Principal Activity	Supplier			LS&Co.		
Integrate the Supplier Incident Management Tool with the other Cross Functional and Supplier Service Management Processes and Tools.	X	X	X			
LS&Co. Process Owners will provide Incident Management Process Training using the “Train the Trainer” format to Supplier Leads				X	X	X
LS&Co. specific Incident Management Trainings - Onboarding and Orientation Trainings for all new employees / joiners aligned to support.	X	X	X			
Changes to the Incident Management process globally				X	X	X
Ownership of changes to be done on the LS&Co. Tools environment if there is a requirement due to a Process workflow change in the Incident Management Process				X	X	X
Data Collection & Validation (Accuracy)	X	X	X			
1. Collect and provide agreed performance data from systems by required date; 2. Review reports for accuracy based on Deliverables and Obligations, Service Level, and unstructured input; 3. Resolving reporting issues with LS&Co. as necessary						

Definitions – Incident Priorities

Priority is derived from impact and urgency settings

Impact

Setting	Impact Value	Highest Business Criticality of Impacted Services	Financial and/or human impact
1	High	1 - Most Critical	1. Impacting >50 people or cost of \$50,000

2	Medium	2 - Somewhat Critical	2. Impacting 25 to 50 people or cost between 25 to \$50K
3	Low	3 - Less Critical	3. Impacting less than 23 people or cost of less than \$25K
		4 - Not Critical	

Urgency

Setting	Impact Value	Highest Business Criticality of Impacted Services	Financial and/or human impact
1	High	1 - Most Critical	1. Impacting >50 people or cost of \$50,000
2	Medium	2 - Somewhat Critical	2. Impacting 25 to 50 people or cost between 25 to \$50K
3	Low	3 - Less Critical	3. Impacting less than 23 people or cost of less than \$25K
		4 - Not Critical	
Priority	Impact	Urgency	
1	1-High	1-High	
2	1-High	2-Medium	
2	2-Medium	1-High	
3	2-Medium	2-Medium	
3	1-High	3-Low	
3	3-Low	1-High	
4	3-Low	2-Medium	
4	2-Medium	3-Low	
5	3-Low	3-Low	

Best Judgment Guideline - For incidents where impact is current or imminent

1	Fatal Impact on Services provided to the business, affecting critical production.	>50 Users impacted or > \$50,000
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	e.g. Network connectivity down, critical application unavailable, unable to access business data	and Time to Impact is less than 4 hours
2	Critical or Negative impact on services provided to the business, affecting production e.g. All or a portion of a less critical application unavailable, degraded network performance	>50 Users impacted or > \$50,000 and Time to Impact is less than 8 hours or >25 Users impacted or > \$25,000 and Time to Impact is less than 4 hours
3	Low or minimal impact to an application. Degradation of a non-critical function, problems of low impact. Alternatives not immediately available. Problems that degrade but do not prevent accessibility or usability.	Not qualified for P1 or 2, but still has an impact on users
4	No current of imminent impact to business services. Irritation.	

Service Request Management Process

The goal of Request Fulfillment is to manage the Lifecycle of all Service Requests. Service Requests include all requests that Authorized Users submit to the IT department, including information, advice, a Standard Change, or access to a service.

Scope:

Supplier will manage and oversee the Request Fulfillment Process across its Services and collaborate with the Service Desk, LS&Co. and LS&Co. Third Party Contractors to manage the Cross Functional Request Fulfillment Process.

Supplier will provide support for Service Requests. While some Service Requests may only affect the Services within the scope of the Supplier, there will be Service Requests that apply across the Cross Functional Services and require cooperation and joint work between Supplier, LS&Co., Service Desk and the LS&Co. Third Party Contractors.

The following table gives the activities and responsibilities of Supplier and LS&Co.

Principal Activity	Supplier			LS&Co.		
	[****]	[***]	[****]*	[****]	[***]	[****]*

Principal Activity	Supplier			LS&Co.		
Provide LS&Co. specific Service Request procedures				X	X	X
Document and maintain the LS&Co. Provided Service Request procedures in the Procedures Manual.	X	X	X			
Ensure that all Service Requests receive appropriate LS&Co. approval before beginning work.	X	X	X			
Work with LS&Co. to implement and manage master data (assignment groups, solution areas, approval information, etc.) to the extent it is necessary to support effective Service Request execution.	X	X	X			
Fulfill all standard Service Requests that have been approved by LS&Co. in accordance with the Procedures Manual and Service Level (if applicable)	X	X	X			
Fulfill all non-standard Service Requests in a manner and on a timeline mutually agreed with the LS&Co.	X	X	X			
Cooperate with and participate in meetings with other providers, as required or requested by LS&Co., to enable fulfillment of a Service Request.	X	X	X			
Provide accurate and regular status updates for all Service Requests assigned to Supplier	X	X	X			
Provide a self-service capability to allow users to check the status of their Service Requests.				X	X	X
Maintain a knowledge management system to support the management of Service Requests. The knowledge should include resolution information on Service Requests.	X	X	X			
Work effectively with LS&Co. and other Third Party Contractors regarding fulfillment activities for Service Requests.	X	X	X			
Maintain and update a Service Request management system with each Service Request in accordance with LS&Co.’s Service Request procedures.				X	X	X
Subject to LS&Co.’s approval, establish and maintain Service Request Escalation Procedures.	X	X	X			
Liaise with Change Management to ensure that Service Requests follow the Change Management	X	X	X			

Principal Activity	Supplier			LS&Co.		
Process for Standard Changes and Requests for Change (RFCs).						
After successful resolution, document resolution within the Request Fulfillment Tool and initiate Service Request closure via Service Desk.as and when required.	X	X	X			
Provide status update reports and summary reports at the frequency and in a format agreed with LS&Co. and as a dashboard for Service management meetings.	X	X	X			
Integrate Supplier Request Management tool to LS&Co. Service Management tool	X	X	X			
LS&Co. Process Owners will provide Service Request Management Process Training using the “Train the Trainer” format to Supplier Leads				X	X	X
LS&Co. specific Request Management Trainings – On boarding and Orientation Trainings for all new employees / joiners aligned to support.	X	X	X			
Changes to the Service Request Management process globally				X	X	X
Ownership of changes to be done on the LS&Co. Tools environment if there is a requirement due to a Process workflow change for Service Request Management				X	X	X
Data Collection & Validation (Accuracy)	X	X	X			
1. Collect and provide agreed performance data from systems by required date; 2. Review reports for accuracy based on Deliverables and Obligations, Service Level, and unstructured input; 3. Resolving reporting issues with LS&Co. as necessary						

Problem Management Process

Problem Management analyses Incidents to prevent future Incidents and/or eliminate repeating

Incidents, and to minimize the Impact of Incidents that cannot be prevented. Problem Management is responsible for driving Problem investigation and managing all Problems end-to-end.

Scope

Supplier will manage and oversee the Problem Management Process across its Services and collaborate with LS&Co. and LS&Co. Third Party Contractors to manage the Cross Functional Problem Management Process.

Supplier will support Problem Management Process. While some Problem may only affect the Services, there will be Problem that apply across the Cross Functional Services and require cooperation and joint work between the LS&Co. Supplier and the LS&Co. Third Party Contractors to resolve the Problems.

The following table gives the activities and responsibilities of Supplier and LS&Co.

Principal Activity	Supplier			LS&Co.		
	[****]	[****]	[****]*	[****]	[****]	[****]*
Provide available LS&Co. Problem policies, standards and procedures.				X	X	X
Retain overall responsibility for all Problems allocated to the Supplier until the Problem is closed, subject to LS&Co.'s approval	X	X	X			
Establish and maintain Problem allocation rules and procedures, as defined by LS&Co.	X	X	X			
Approve or reject the Problem Management procedures submitted by Supplier for approval.	X	X	X	X	X	X
Provide necessary information from the time a Problem is identified through to resolution. As necessary, also provide any follow-up communications and report work required post-resolution to LS&Co. and to LS&Co. Third Party Contractors.	X	X	X			
Track and report any backlog of unresolved Problems on at least a monthly basis to LS&Co., or more frequently as requested.	X	X	X			
The Supplier shall provide a monthly report using LS&Co. ServiceNow. This report shall include:	X	X	X			
1. The number of Problems and Known Errors in total and grouped by type, Priority, and status, 2. Statistics on total numbers of Problems and Known Errors						

Principal Activity	Supplier			LS&Co.	
3. Problem reviews, 4. Trend analysis of Problems and Known Errors documented during the thirteen (13) most recent months, 5. Problem and Known Error trend analysis findings, 6. The number of Requests for Change initiated for Known Errors, 7. Outages that could have been prevented, 8. Number of open and closed Problem Records and Known Error Records, 9. Resolution time of Problems, 10. Priority 1 Outages and Priority 1 Incidents, 11. Performance data showing the relationship between effective Problem Management and the reduction in the number of Incidents. 12. Any issues relating to the efficiency and effectiveness of Problem Management, such as any information that may improve or facilitate a better Problem Management process, including decisions to be made by LS&Co..					
Perform trend analyses on the volume and nature of Problem.	X	X	X		
Ensure Root Cause Analysis (RCA) are completed for all identified problems and permanent fixes are identified and implemented	X	X	X		
Ensure Known Error Database (KEDB) is updated with appropriate workarounds and fixes	X	X	X		
Analyse Problems guidance or advice trends, and recommended actions.	X	X	X		
Collating Problem information regarding suggested improvements to Supplier's Services.	X	X	X		
Develop an action plan on a quarterly basis to address suggested improvements	X	X	X		
Reviewing and implement the action plan with LS&Co.'s approval	X	X	X		

Principal Activity	Supplier			LS&Co.		
Monitoring and reporting on progress and improvements made and reporting on the percentage of actions completed within the target completion date.	X	X	X			
Conduct Problem Management Meetings and attend Problem Management Meeting as scheduled by LS&Co.	X	X	X			
Inform LS&Co. if Problems exceeds or are expected to exceed their target Resolution Times.	X	X	X			
Escalate issues to the appropriate levels for resolution in accordance with escalation procedures approved by LS&Co.	X	X	X			
Verify with all involved parties that a Problem is resolved before recommending it for closure.	X	X	X			
Approve the closure of a Problem Ticket				X	X	X
Report to LS&Co., which can be via Service management tooling, each Problem that has been resolved.	X	X	X			
LS&Co. Process Owners will provide Problem Management Process Training using the “Train the Trainer” format to Supplier Leads				X	X	X
LS&Co. specific Problem Trainings - Onboarding and Orientation Trainings for all new employees / joiners aligned to support.	X	X	X			
Changes to the Problem Management process globally				X	X	X
Ownership of changes to be done on the LS&Co. Tools environment if there is a requirement due to a Process workflow change in the Problem Management Process				X	X	X
Data Collection & Validation (Accuracy)	X	X	X			
1. Collect and provide agreed performance data from systems by required date; 2. Review reports for accuracy based on Deliverables and Obligations, Service Level, and unstructured input; 3. Resolving reporting issues with LS&Co. as necessary						

Change Management Process

Change Management enables Changes to be made with minimal disruption to the Services, ensuring that Changes are deployed in a controlled way, such that they are evaluated, prioritised, planned, tested, implemented and documented.

Supplier will manage and oversee the Change Management Process across its Services and collaborate with LS&Co. and LS&Co. Third Party Contractors to manage the Cross Functional Change Management Process.

Supplier will manage the Change Management Process in the way that achieves a set of clearly defined objectives including:

- Efficient implementation of Changes
- Clear accountability for implementation of Changes and approvals,
- Appropriate risk assessment and mitigation
- Minimization of business disruption
- Effective coordination and communication
- Review the action plan for LS&Co. approval
- Reporting on progress and improvements made and on the percentage of actions completed within the target completion date.

Some of the Change Management activities may only affect the Services, however, there will also be activities that apply across the Cross Functional Services and require cooperation and joint work between the Supplier, LS&Co. and the LS&Co. Third Party Contractors.

The following table gives the activities and responsibilities of Supplier and LS&Co.

Principal Activity	Supplier			LS&Co.		
	[****]	[****]	[****]*	[****]	[****]	[****]*
Provide available LS&Co. Change Management policies, standards and procedures.				X	X	X
Retain the ownership of the overall Change Management Process globally				X	X	X
Integrate Change Management Process and other Service Management Processes with the Cross Functional Change Management				X	X	X

Principal Activity	Supplier			LS&Co.		
Specify “freeze” periods during which the Supplier will not make any Changes.				X	X	X
Retain the ownership of overall CAB meetings				X	X	X
Collaborate as required by LS&Co. in the operation of the overall CAB by providing input including: 1. Evaluations of Change Impact 2. Recommendations for approval or otherwise 3. Recommending an implementation plan 4. Recommending appropriate participation based on the Request for Change	X	X	X			
Review Changes according to the Change Authorization Matrix as per LS&Co. Change Management Process.	X	X	X			
Approve Changes according to the Change Authorization Matrix as per LS&Co. Change Management Process.				X	X	X
Retain overall responsibility for all Changes allocated to the Supplier (in scope services) until the Change is closed, subject to CAB and LS&Co. approval.	X	X	X			
Provide status update reports and summary reports at the frequency and in a format agreed with LS&Co., during Service Management meetings.	X	X	X			
Summarize the Changes made each week, and report the information to LS&Co. on a weekly basis	X	X	X			
Supplier shall manage the effective entry of Change Records into the Change Management Tool	X	X	X			
Raise and submit proposed Changes to LS&Co. for assessment using the LS&Co. provided Change Management Process and templates. At a minimum, each submitted proposed Request for Change shall include: 1. Description of the Change and its Impact on Infrastructure, Configuration Items, Services, processes etc., 2. The purpose and justification for the Change, 3. A list of Service(s), geographical regions, End User(s), LS&Co. Third Party	X	X	X			

Principal Activity	Supplier			LS&Co.		
Contractors potentially affected by the Change, 4. The proposed implementation procedures, 5. The Resources required executing the Change.						
Update its CMDB/CMS in cooperation with Service Asset and Configuration Management for any changes that is performed by Supplier				X	X	X
Review proposed Changes, schedule all Service Providers and obtain all necessary approvals in accordance with the approval matrix for proposed Changes.				X	X	X
Provide advice to LS&Co. if the initial review indicates the Priority Level should be altered	X	X	X			
In an emergency, Supplier will gain authorization from the Emergency Change Advisory Board to implement an Emergency Change in accordance with Change Management procedures.	X	X	X			
Approve Emergency changes as per LS&Co. Change Management Process.				X	X	X
Escalate issues to the appropriate levels for resolution in accordance with escalation procedures provided by LS&Co.						
Conduct Post Implementation Reviews of Changes to determine whether the Change was successful	X	X	X			
Collect data on every Change attempted (in-scope services). Such data shall include: The cause of any Incidents 1. Measures taken to prevent recurrence, 2. Whether the Change was successful from the perspective of the Authorised Users and LS&Co. Third Party Contractors affected by the Change.	X	X	X			
Close and update the Change Record with all of the details of the Change in accordance with the Change Management policies.	X	X	X			
Integrate Supplier Change Management tool to LS&Co. Service Management tool	X	X	X			
Integrate the Supplier Change Management Tool	X	X	X			

Principal Activity	Supplier			LS&Co.		
with the other Cross Functional and Supplier Service Management Processes and Tools.						
LS&Co. Process Owners will provide Change Management Process Training using the “Train the Trainer” format to Supplier Leads			X	X	X	
LS&Co. specific Change Management Trainings - Onboarding and Orientation Trainings for all new employees / joiners aligned to support.	X	X	X			
Changes to the Change Management process globally				X	X	X
Ownership of changes to be done on the LS&Co. Tools environment if there is a requirement due to a Process workflow change in the Problem Management Process				X	X	X
Data Collection & Validation (Accuracy)	X	X	X			
1. Collect and provide agreed performance data from systems by required date; 2. Review reports for accuracy based on Deliverables and Obligations, Service Level, and unstructured input; 3. Resolving reporting issues with LS&Co. as necessary						

Knowledge Management Process

Knowledge Management allows the sharing of perspectives, ideas, experience and information, and ensures that these are available in the right place at the right time to enable informed decisions.

Supplier shall manage the Knowledge Management Process across its Services and collaborate with LS&Co. and LS&Co. Third Party Contractors to manage the Cross Functional Knowledge Management Process.

Some of the Knowledge Management activities may only affect the Services within the scope of the Supplier, however, there will be activities that apply across the Cross Functional Services and require cooperation and joint work between the Supplier, LS&Co. and the LS&Co. Third Party Contractors.

The following table gives the activities and responsibilities of Supplier and LS&Co.

Principal Activity	Supplier			LS&Co.		
	[****]	[****]	[****]*	[****]	[****]	[****]*
Provide available LS&Co. Knowledge Management policies, standards and procedures.				X	X	X
Retain the ownership of the overall knowledge Management Process globally				X	X	X
Integrate Knowledge Management Process and other Service Management Processes with the Cross Functional Change Management				X	X	X
Retain the ownership of all Knowledge Articles				X	X	X
Implement actions defined in the communication improvement plan as directed by LS&Co.	X	X	X			
Support LS&Co. activities to audit the knowledge base contents to ensure the correctness of the data and information contained therein.	X	X	X			
Conduct regular assurance activities with to ensure information required to manage the Services is captured, stored, and presented accurately and completely in the Knowledge Base. The information shall include: 1. Policies and procedures, 2. Best practices, 3. Methods to resolve Incidents, 4. Known Errors, 5. Frequently Asked Questions (FAQs), 6. Trainings Material	X	X	X			
LS&Co. Process Owners will provide Knowledge Management Process Training using the “Train the Trainer” format to Supplier Leads				X	X	X
LS&Co. specific Knowledge Management Trainings - Onboarding and Orientation Trainings for all new employees / joiners aligned to support.	X	X	X			
Changes to the Knowledge Management process globally				X	X	X
Ownership of changes to be done on the LS&Co. Tools environment if there is a requirement due to a Process workflow change in the Knowledge Management Process				X	X	X

Configuration Management Process

Supplier supports the Configuration Management Process across its Services and collaborates with LS&Co. and LS&Co. Third Party Contractors to manage the Cross Functional Configuration Management Process.

The following are the activities Supplier will undertake to facilitate interface with LS&Co. defined Configuration Management Process:

- Utilize LS&Co. Configuration Management Database or any other equivalent system to facilitate impact assessment for Request for Configurations
- Keep the CI information updated
- Monitor and track CI baselines subsequent to new changes and releases
- Interface with LS&Co. Configuration/Asset Managers to understand new deployment or releases
- Provide Service Assets and CI reports as defined and agreed with LS&Co.
- Participate in reviews with LS&Co. Service Management team
- Assist LS&Co. when it audits the Configuration Management process once in a quarter
- Provide Configuration Management reports on monthly basis
- Develop a Configuration Management process and procedures manual and regularly update this manual

The following table gives the activities and responsibilities of Supplier and LS&Co.

Principal Activity	Supplier			LS&Co.		
	[****]	[****]	[****]*	[****]	[****]	[****]*
Define and provide current LS&Co. Configuration Management requirements and policies				X	X	X
Define configuration management policies				X	X	X
Review Provider requests to make changes to CI records, and if acceptable to LS&Co. approve such request.	X	X	X			
Define CIs				X	X	X
Review CMDB database environment changes submitted by Supplier for approval and, if acceptable to LS&Co., approved such requests.	X	X	X			
Categorize CIs				X	X	X
Define CI unique identifiers				X	X	X
Define CMDB structure				X	X	X

Principal Activity	Supplier			LS&Co.		
Map CIs to Services				X	X	X
Define the scope of CMDB audits as required in the LS&Co. approved Configuration Management plan.				X	X	X
Defining access rights to CMDB				X	X	X
Recording CI details in CMDB as a part of the daily operations as and when a device status changes	X	X	X			
Update CMDB				X	X	x
Setup Definitive Media Library (DML)				X	X	X
Update Definitive Media Library (DML)				X	X	X
Provide feedback and recommend improvements to the Configuration Management plan to LS&Co.	X	X	X			
LS&Co. Process Owners will provide Problem Management Process Training using the “Train the Trainer” format to Supplier Leads				X	X	X
LS&Co. specific Configuration Management Trainings - Onboarding and Orientation Trainings for all new employees / joiners aligned to support.	X	X	X			
Changes to the Configuration Management process globally				X	X	X
Ownership of changes to be done on the LS&Co. Tools environment if there is a requirement due to a Process workflow change in the Configuration Process				X	X	X

MASTER SERVICES AGREEMENT*

BY AND BETWEEN

LEVI STRAUSS & CO.

AND

WIPRO LIMITED

NOVEMBER 7, 2014

**EXHIBIT 2
DESCRIPTION OF SERVICES**

**ATTACHMENT 2.3.4
DESCRIPTION OF SERVICES – INFORMATION TECHNOLOGY SERVICES
SERVER OPERATIONS CENTER**

Certain information in this exhibit has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions marked with [****]*.

1. INTRODUCTION

Purpose: This Exhibit describes the Services to be performed for LS&Co. by Supplier pursuant to the Agreement. References: References to an Attachment, Appendix, Section or Article shall be to such Attachment or Appendix to, or Section or Article of, this Exhibit unless otherwise provided. A reference to Exhibit includes a reference to the Attachments and Appendices attached hereto.

It is incumbent on Supplier to train their technicians on all existing technologies (including future version upgrades) implemented at LS&Co. in order to be proficient in supporting said technologies.

Each discipline will provide on-call coverage and be available on a 24x7 basis. This includes the ability to reach technicians after-hours in order to facilitate faster resolution of major incidents.

Supplier will conduct quarterly business review showing metrics, adherence to Service Levels, trends, and opportunities for improvement.

The LS&Co. Engineering teams will provide up to 10 hours per calendar month to assist as necessary to resolve incidents, problems or requests. This effort excludes any kind of engineering scope activities and is a dedicated effort for supporting Supplier BAU team for any operational issue.

- **Command Center**
 - Infrastructure & application monitoring
 - Batch monitoring
 - Incident management
 - Incident lifecycle management & co-ordination
 - Access management
 - Service level management & reporting
- **Server monitoring & management (Wintel & UNIX)**
 - Server standards & architecture
 - Server procurement
 - Server configuration management
 - Server IMAC (Install, Move, Add, Change)
 - Hardware maintenance
 - Server monitoring, administration and support
 - Performance tuning

- Server security
- Patch management
- Anti-virus
- Major incident management
- Operating system administration
- VMware host management
- Failover testing & management
- **Batch Job scheduling & management**
 - Batch job monitoring
 - Batch job scheduling
- **Storage monitoring & management**
 - Storage architecture & standards
 - Life cycle management
 - Storage monitoring & management
 - Storage administration
 - Performance tuning
 - Storage optimization
 - Storage adds, moves, changes, redeployments
 - Storage hardware maintenance
 - Configuration Management
 - Failover Testing & Management
- **Disaster Recovery Services**
 - Disaster Recovery
- **Backup , recovery, retention & archival management**
 - Backup management
 - Restoration management
 - Scratch tape management
 - Tape device management
 - Backup server management
 - Performance monitoring
 - Backup monitoring
- **Database Monitoring & Management**
 - Database Provisioning
 - Database Refreshes
 - Database monitoring
 - Database lifecycle management
 - Patching
 - Upgrade
 - Decommissioning
 - Database administration
- **Middleware (Web) Management & Support**
 - Monitoring
 - Administration/Troubleshooting
 - Server Deployment
 - Architecture
 - Cluster

- Patch management
- **Project Support**
- **Continuous Improvement**

Without limiting Section 3 of the Agreement, the Services include (a) the services, functions and responsibilities described in this Attachment; and (b) the services, functions and responsibilities identified in the roles and responsibilities matrices contained within this Attachment for which Supplier is responsible (i.e., those Services which have an “X” in the column labeled Supplier).

2. COMMAND CENTER

Supplier centralized monitoring team will act as a focal point, merging multiple technology stacks, processes and mission needs into a high-performing & efficient Operations Center, its role is extended to vary in accordance to the ITIL functions. The table shown below describes the different ITIL functions mapped to the roles and responsibilities of the centralized monitoring team.

Principal Activity	Supplier			LS&Co.		
	[****]	****	****]*	[****]	****	****]*
Infrastructure and Application Monitoring						
1. Event management	X	X	X			
2. Automated alert monitoring - Integrate existing toolset with ServiceNow directly or via a Manager of Managers (MoM)	X	X	X			
3. Manage and configure event correlation rules as per the requirement and feasibility	X	X	X			
4. Manage event management topology	X	X	X			
5. Configure / Maintain Service Now CMDB				X	X	X
6. An LS&Co. CMDB will be used to manage Event Management, Supplier would be responsible to update any new CI in to CMDB	X	X	X			
7. Create, Maintain documentation of Service Now CMDB relationships				X	X	X
8. The existing legacy monitoring tools which are retained by LS&Co. to monitor legacy systems would be supported by Supplier on best effort basis if there is no OEM support available	X	X	X			
9. Install agents (wherever supported), configure standard monitoring and support the existing infrastructure monitoring toolset	X	X	X			

Principal Activity	Supplier			LS&Co.		
10. Application monitoring scope is limited to basic application monitoring for below applications <ul style="list-style-type: none"> • Configure and monitor CMSG which is integrated with IBM TEC • Configure and monitor URL's using SCOM, Web metrics or Servers Alive • Configure and monitor Oracle Database using Quest • Configure and monitor Oracle using Tivoli application monitoring • Configure and monitor file level log scraping • Configure and Monitor Tripwire as required to support compliance policies – SOX and PCI. 	X	X	X			
11. Maintain documentation for system monitoring including <ul style="list-style-type: none"> - overall landscape - monitoring interfaces - monitored metrics 	X	X	X			
12. Provide routine reporting of total systems and monitoring compliance.	X	X	X			
13. Maintain & Report license inventory for monitoring applications using existing LS&Co. Tool set or Process	X	X	X			
14. Coordinate with Suppliers on maintenance renewals for monitoring tools.	X	X	X			
15. Timely procurement of the licenses and maintenance renewal				X	X	X
16. Supplier team will follow the guidelines and maintain the design as architected by LS&Co. engineering team to minimize licensing requirements.	X	X	X			
17. Build & implement workflows in the existing LS&Co. System Center Orchestrator as per business need and feasibility	X	X	X			
18. Obtain approval from LS&Co. prior to implementing new solutions that could impact license counts.	X	X	X			
19. Create, Maintain & Support interfaces both to and from monitoring applications.	X	X	X			

Principal Activity	Supplier			LS&Co.		
Examples: SCOM>Orchestrator>Service Now, UNIX>TEC>Service Now						
Examples: SCOM>Orchestrator>Service Now, UNIX>TEC>Service Now						
20. Implement monitoring application upgrades	X	X	X			
21. Provide infrastructure for monitoring tools' upgrades as needed				X	X	X
22. Create, Maintain, Tune monitoring thresholds and overrides	X	X	X			
23. Migrate monitoring agents as necessary to support infrastructure or application server changes.	X	X	X			
24. Execute monitoring snoozes as requested to support planned and unplanned maintenance.	X	X	X			
25. Troubleshoot monitoring snooze errors	X	X	X			
26. All LS&Co. servers will be monitored proactively using the capabilities of existing infrastructure monitoring tools.	X	X	X			
27. Implement Supplier Fixometric tool set increasing Self Help/Self Heal capabilities for improved operations management and Maintain runbooks of command center activities	X	X	X			
28. BIR (Business Impact Reporting) notification. Supplier to perform reporting to LS&Co. senior management on business impacting issues	X	X	X			
Batch Monitoring						
29. Batch Service Level adherence	X	X	X			
30. Job holds (one time change)	X	X	X			
31. Critical job monitoring	X	X	X			
Incident Management						
32. Incident detection & recording	X	X	X			
33. Monitoring P1/P2 queues to look for high impact incident	X	X	X			
34. Perform First Level Issue Resolution.	X	X	X			
35. Incident Life Cycle management	X	X	X			
36. Incident classification – As per LS&Co. policy	X	X	X			
37. Investigation & Diagnosis- Diagnosis of Incident through appropriate questioning	X	X	X			
38. Initial Support- Resolution of Standard Problems	X	X	X			

Principal Activity	Supplier			LS&Co.		
using SOPs & Knowledge Base						
39. Escalation- Escalate to Onsite Support or appropriate technology resolver group, Advance Notification of Critical Incidents	X	X	X			
40. Incident Closure – Follow-up with support groups and close incident and after closure user acceptance	X	X	X			
41. Serve as Communication Channel for Third Parties, Service Owners & Resolver Groups	X	X	X			
42. Provide Trend Analysis- Initiate appropriate Problem/ Change Management process on a periodic basis. Incident analysis (Top 10 list of alerts by CI & Events.) -Reason for failures -Caused by human error -Length of downtime	X	X	X			
43. Drive global problem management -Business Impact determination -Root cause identification -Implementation of preventative measures - Execute Open Risk Reporting	X	X	X			
44. Maintain (Create, Modify) run book documentation for all problem & incident management processes	X	X	X			
45. Execute problem management for all business impacting tickets & repetitive P1 & P2 tickets	X	X	X			
46. Supplier designated operations manager will decide on the required attendees who need to attend daily operations meeting	X	X	X			
47. Manage global communications to LS&Co. stakeholders and support providers for P1/P2 outages	X	X	X			
48. Lead Outage calls with resolver teams to restore service for all outages and business impacting incidents.	X	X	X			
49. Maintain detailed incident analysis logs for all outages and business impacting incidents.	X	X	X			
Access Management						
50. Providing requisite access / rights	X	X	X			

Principal Activity	Supplier			LS&Co.		
	X	X	X			
51. Approval and tracking of data center access for support personnel and Suppliers.	X	X	X			
Continual Service Improvement						
52. Service Measurement, Reporting & Improvements	X	X	X			
Service Level Management						
53. Service Levels Adherence	X	X	X			
54. Manage Metrics (Job stats, P1/P2 KPI's)	X	X	X			
55. Lead daily OPS meeting	X	X	X			
56. Lead Incident Outage Reviews	X	X	X			
57. Provide coordinator to manage the Tech Window calls to include shutdown, startup, and post-validation tasks. Tech Window Calls could be calls where coordination with multiple stake holders (Supplier, LS&CO, 3rd Party Supplier) would be required. Supplier will support this in an onsite/offshore model. The Coordinator will be taking calls from LS&Co. or Supplier designated office only. This resource must have proficient communication and project management skills.	X	X	X			

3. SERVER MONITORING & MANAGEMENT

Server support Services includes but is not limited to activities associated with the day-to-day management of the Server computing environment, both physical and virtual, providing and supporting a stable infrastructure and effectively and efficiently performing operational and processing procedures so that Services meet or exceed the Performance Standards. In addition, the following table describes Server Support Services that Supplier will perform, as well as the related LS&Co. Responsibilities. An “X” is placed in the column under the Party that will be responsible for performing the task. Supplier responsibilities are indicated in the column labeled “Supplier.”

Wintel Support

The Wintel support team will be responsible for administration of VMware, Windows servers, Blade Chassis, Virtual Connect switches, and supporting tools in LS&Co. environment. Supplier has vast experience in supporting:

- Supporting Virtualization platform VMware
- Multiple latest and legacy version of Windows including Windows 2000 server, 2003 server, NT, etc.
- Windows version upgrades to N or N-1 versions.

UNIX & Linux Support

These teams will be responsible for administration of UNIX-AIX, HP-UX, Linux and supporting tools servers in LS&Co. environment. Supplier has vast experience in supporting:

- Multiple latest and legacy version of Linux including SUSE, RHEL
- Latest and legacy versions of UNIX including IBM-AIX, HP-UX
- Linux and UNIX version upgrades to N or N-1 versions.
- Support in Re-plat forming of UNIX to x86 platforms

Server Support Services and Related LS&Co. Responsibilities	Supplier			LS&Co.		
	[****]	[****]	[****]	[****]	[****]	[****]*
Server Standards and Architecture						
1. Participate in, and recommend, architecture and standards	X	X	X			
Engineering						
1. Maintain implementation standards				X	X	X
2. Document and publish implementation standards						
3. Ensure implementation standards are consistent with approved technology standards	X	X	X			
4. Ensure adherence to standards	X	X	X			
5. Manage exceptions to standards (one-offs)	X	X	X			
6. Document, publish and maintain operational processes to support services	X	X	X			
7. Review and approve exceptions to standards				X	X	X
8. Review and approve operational processes				X	X	X
Server Procurement						

Server Support Services and Related LS&Co. Responsibilities	Supplier			LS&Co.		
				X	X	X
9. Manage Bid Process				X	X	X
10. Manage Supplier contracts/relationships	X	X	X			
11. Maintain POs with Suppliers, place orders, monitor fulfillment				X	X	X
12. Manage invoice payment				X	X	X
13. Receive hardware, software and supplies in the data center, check for damage and reconcile to order/inventory	X	X	X			
Server Configuration Management						
14. Define standard server images to meet LS&Co. various computing environment requirements				X	X	X
15. Develop guidelines of how to build and configure servers and system images	X	X	X	X	X	X
16. Publish the content, configuration, and load parameters for each type of device in the LS&Co. IT environment of any LS&Co. master image for a device	X	X	X			
17. Test, and publish the results of testing, the remote loading (Jump Start Procedure) test of each LS&Co. master image. Include Advanced troubleshoot further before escalating to L3.	X	X	X			
18. Execute the Jump Start Procedure as requested by LS&Co.	X	X	X			
19. Maintain the current version of each LS&Co. master image on a network accessible device	X	X	X			
20. Maintain documentation of servers and system images	X	X	X			
21. Develop/Define server/system images to meet changes in requirements				X	X	X

Server Support Services and Related LS&Co. Responsibilities	Supplier			LS&Co.		
22. Manage/maintain the build process to support the changes to server/system images	X	X	X			
23. Continually update and maintain the CMDB for additions, changes and redeployments of all hardware and software based on the Supplier's provided updates.				X	X	X
24. Monthly metric reporting to include license tracking, virtualization ratio, assets by region, OS, HW make/model, etc. utilizing the existing LS&Co. tools or processes	X	X	X			
25. Track ,identify and remediate differences between implemented server configurations and LS&Co. approved configurations (e.g. version control)	X	X	X			
Server IMAC (Install, Move, Add, Change)						
26. Meet with customers (part of Business/application led Project support) to identify requirements, sizing, and costing of new and changes to existing environments.	X	X	X			
27. Remote base server build and configuration - including operating system, utilities, and security per LS&Co. standards .Coordinate with other teams as necessary (changes, tasks, etc.)	X	X	X			
28. Supplier will perform all the necessary activities to prepare a Server for decommission and disposal and coordinate with LS&Co. Supplier for the asset disposal	X	X	X			
29. Provide the Supplier for physical asset disposal				X	X	X

Server Support Services and Related LS&Co. Responsibilities	Supplier			LS&Co.		
	X	X	X			
30. Provide access to application teams to perform install/troubleshooting as requested	X	X	X			
31. DHCP server set up	X	X	X			
32. Implementation and migration of system configurations, operating systems, utilities, security and LS&Co. applications	X	X	X			
33. Participate in weekly CAB to represent changes/tasks being performed by Operations staff	X	X	X			
34. Ensure systems are configured, tested and certified per agreed upon gate-keeping and QA process	X	X	X			
35. Coordinate with hardware/software Suppliers as required to complete on-site build process	X	X	X			
36. Manage delivery of new systems to designated locations and the server build process	X	X	X			
37. Coordinate delivery of replacement systems to designated locations and the server build process and execute installation in Data Centers and Campus locations	X	X	X			
38. Plan and execute move/add/change requests within autonomous change windows and freeze periods that will vary by application & business unit.	X	X	X			
39. Coordinate preparation with facilities, site IT or other third parties of physical site prior to installation of hardware - wiring, cabling, physical placement, rack requirements, etc. with escalation support by LS&Co.	X	X	X			

Server Support Services and Related LS&Co. Responsibilities	Supplier			LS&Co.		
40. Identify and perform all necessary backups for back out and recovery configurations prior to add/move/change request execution	X	X	X			
41. Communicate any additional requirements to support move/add/ change requests	X	X	X			
42. Coordinate functional testing with responsible LS&Co. staff or other providers after the add/move/change - verifying correctness of the change	X	X	X			
43. Recertification of hardware after redeployment	X	X	X			
44. Review server configuration requirements prior to execution of work order	X	X	X			
45. Ensure servers are fully configured according to LS&Co. architectural design	X	X	X			
Hardware Maintenance						
46. Coordinate with hardware maintenance service provider to perform server and peripheral hardware maintenance services as needed	X	X	X			
47. Identify ,coordinate and execute break-fix, and reconfiguration	X	X	X			
48. Notify LS&Co./Facilities provider of planned site visits as needed	X	X	X			
49. Coordinate warranty maintenance and replacements with third parties when applicable	X	X	X			
50. Coordinate non-warranty maintenance and replacements with third parties when applicable	X	X	X			
51. Coordinate in-scope hardware repair	X	X	X			

Server Support Services and Related LS&Co. Responsibilities	Supplier			LS&Co.		
				X	X	X
52. Review and approve replenishment requests				X	X	X
53. Abide by manufacturer warranty guidelines	X	X	X			
Server Monitoring, Administration and Support						
54. Populate and maintain LS&Co. owned Knowledge Base	X	X	X			
55. Create and maintain operational process documentation	X	X	X			
56. Print server queue management	X	X	X			
57. Share and access management	X	X	X			
58. Cluster administration and management (Incident, Problem, Change, and Configuration Management)	X	X	X			
59. Active Directory administration and management (Incident, Problem, Change, and Configuration Management)	X	X	X			
60. SCCM administration and management (Incident, Problem, Change, and Configuration Management)	X	X	X			
61. Define monitoring conditions, event correlation rules, alerting thresholds and notification/escalation procedures	X	X	X			
62. Provide daily monitoring 7 X 24 X 365 of hardware, OS, critical server processes, and other system software services such as: backup, file transfer, NTP, etc.	X	X	X			
63. Provide daily representation in Operations calls to discuss outages and provide status on RCA	X	X	X			
64. Monitor VMware host health	X	X	X			
65. Installation of system monitoring tools agents	X	X	X			

Server Support Services and Related LS&Co. Responsibilities	Supplier			LS&Co.		
	X	X	X			
66. First Level Troubleshooting and Ticket Handling	X	X	X			
67. Problem Management, Root Cause Analysis etc.	X	X	X			
68. Manage system monitoring tool thresholds	X	X	X			
69. Implement continuous improvement program to include automated tasks/functions which are being performed manually	X	X	X			
70. Recommend enhancements to improve the monitoring solution based on day to day observation and problem incidents experienced	X	X	X			
71. Implement new system monitoring for problem incidents and non-impacting events (i.e. near misses) undetected by the monitoring service	X	X	X			
72. Submit recommended system configuration improvements based on Incident Root Cause Analysis	X	X	X			
73. Respond to automatic paging and escalations associated with server monitoring events	X	X	X			
74. Provide notification of critical system monitoring event	X	X	X			
75. Provide recovery assistance for applications	X	X	X			
76. Resolve system problems	X	X	X			
77. Log File maintenance and archival	X	X	X			
78. Address audit Findings	X	X	X			
79. Maintain directories, directory structures and naming conventions	X	X	X			
80. Administer and manage batch processing activities, including: Administer and manage CRON jobs, Create, enhance and manage shell script	X	X	X			

Server Support Services and Related LS&Co. Responsibilities	Supplier			LS&Co.		
81. Prioritize and schedule batch jobs to optimize use of processing windows	X	X	X			
82. Engage technology Suppliers for problem and incident resolution, including opening tickets with other third party suppliers as required	X	X	X			
83. Maintain 24x7 on-call schedule and provide 24x7 on-call support for escalation	X	X	X			
84. Define health maintenance strategy for server environment including but not limited to monthly security patches, performance & maintenance patch bundles, etc.	X	X	X			
85. Execute health maintenance strategy for server environment	X	X	X			
86. Maintain firmware driver currency of Servers and Peripheral hardware to LS&Co. defined standards	X	X	X			
87. Configure monitoring settings or tools as specified in change requests	X	X	X			
88. Proactively propose and implement monitoring as needed with existing tools	X	X	X			
89. Evaluate, select and pilot monitoring technologies	X	X	X			
90. Provide daily, full operational life cycle media management at LS&Co. DC. Include handling tape media onsite, and offsite, in accordance with LS&Co. policies and procedures	X	X	X			
91. Perform the daily, weekly and other (as required) system backups and restores	X	X	X			
Performance Tuning						
92. Define key Application performance indicators (KPIs)				X	X	X

Server Support Services and Related LS&Co. Responsibilities	Supplier			LS&Co.		
	X	X	X			
93. Define key System performance indicators that map to application performance indicators	X	X	X			
94. Establish baselines and repository of historical metrics for performance indicators	X	X	X			
95. Troubleshoot, analyze and recommend changes based on performance against thresholds	X	X	X			
96. Deliver optimal system performance	X	X	X			
97. Identify, recommend & provide support for overall solution improvement and cost savings, e.g., server consolidation, virtualization	X	X	X			
98. Scheduled and ad-hoc server health checks, server drive performance including remediation	X	X	X			
99. Provide regular and ad-hoc performance reporting, including historical data reporting and trending, as well as direct access to reporting tools	X	X	X			
100. Perform comparative analysis of performance data in support of configuration recommendations	X	X	X			
Server Security						
101. Attend security SWAT meetings as necessary	X	X	X			
102. As identified or upon LS&Co. request, perform vulnerability mitigation	X	X	X			
103. Define security requirements for server builds, including access control, server hardening, IDS/IPS sensors, etc.				X	X	X
104. Implement post OS hardening or OS changes to meet defined security requirements	X	X	X			

Server Support Services and Related LS&Co. Responsibilities	Supplier			LS&Co.		
				X	X	X
105. Annual review of baseline security requirements				X	X	X
106. Perform periodic and ad hoc health checks (re-certifications) of server security including remediation	X	X	X			
107. Conduct Monthly review of security service effectiveness, including status on outstanding alerts, hardening and access control, defects, patch currency, violations, remediation plan updates	X	X	X			
108. Review the results of quarterly security service audits and approve remediation plans				X	X	X
109. Execute and maintain security response plan	X	X	X			
110. Report server policy compliance using Symantec CCS SM tool	X	X	X			
111. Review and approve security response plan				X	X	X
112. Comply with LS&Co. security standard policies and processes	X	X	X			
Patch Management						
113. Attend monthly patch meetings and provide input and recommendations on risk ratings.	X	X	X			
114. Perform Patching, Emergency Patch Management (VMware, HW, Windows, Unix and Linux)	X	X	X			
115. Monitoring servers post patching to ensure operational integrity	X	X	X			
116. Security patch preparation (patch testing, Entering change tickets, Assigning appropriate tasks, Scheduling deployment in SCCM, Interacting with Customers, Tracking down approvals etc.)	X	X	X			

Server Support Services and Related LS&Co. Responsibilities	Supplier			LS&Co.		
117. Supplier team will scheduled a patch at a specific time as agreed and approved by LS&Co	X	X	X			
118. Frequency of patch update will be decided by LS&Co. CAB in consultation with Supplier				X	X	X
119. Apply all approved patches in the automated patch management tool	X	X	X			
120. Scanning servers to ensure deployment is 100% successful	X	X	X			
121. Reporting on the patch update	X	X	X			
122. Applying Group policy for updating Windows update key on servers on the Organizational Units wherever it is not present	X	X	X			
123. Deploying patches manually on cluster servers and all other servers that are not updated automatically / that require manual patching	X	X	X			
124. Operating system service pack and security patch upgrades (Windows Servers)	X	X	X			
Anti-virus Management for Servers						
125. Apply AV software upgrades	X	X	X			
Major Incident Management						
126. Assess severity of outages to initiate major incident management process, is appropriate	X	X	X			
127. Lead the incident management process	X	X	X			
128. Notify major incident manager	X	X	X			
Operating System Administration						
129. Determine/Define initial optimal performance settings for O/S parameters (for new applications)				X	X	X

Server Support Services and Related LS&Co. Responsibilities	Supplier			LS&Co.		
	X	X	X			
130. Manage and configure optimal performance settings for O/S parameters	X	X	X			
131. Monitor performance adjustments for impact on the application	X	X	X			
132. Define and document OS maintenance plan	X	X	X			
133. Manage O/S kernel parameters	X	X	X			
134. Troubleshoot O/S problems and work with Supplier to resolve O/S issues	X	X	X			
135. Perform O/S Upgrades	X	X	X			
136. Create file systems and/or logical volumes	X	X	X			
137. Define startup/shutdown procedures for O/S and other non-O/S software	X	X	X			
138. Review and approve startup/shutdown procedures for O/S and other non-O/S software				X	X	X
139. Perform scheduled startup/shutdown of O/S, Hardware, and other non-O/S software	X	X	X			
140. Perform ad-hoc startup/shutdown	X	X	X			
141. System Load Test including Execution and Technical Analysis	X	X	X			
142. Manage and Test of OS, BIOS and Firmware Patch and Updates; with LS&Co. approval on software version	X	X	X			
143. Restart the Hardware and O/S after Failure	X	X	X			
144. Manage User Accounts and Groups (AD and local)	X	X	X			
145. Restart and notification after failure of applications	X	X	X			

Server Support Services and Related LS&Co. Responsibilities	Supplier			LS&Co.		
146. Maintain Service Packs, Firmware, and Device Drivers at N-1 levels.	X	X	X			
VMWare Host Management						
147. Data store administration and management	X	X	X			
148. VLAN administration and management	X	X	X			
149. Maintain Host health	X	X	X			
150. Perform migrations to/from clusters as necessary to support physical-virtual and virtual-virtual migrations	X	X	X			
151. Incident, Problem, Change, and Configuration Management	X	X	X			
152. Deploy new ESX hosts	X	X	X			
153. Create new VM instances within host	X	X	X			
154. Resize VM Resources on VM instances [user VMs / user requests, vCops reporting]	X	X	X			
155. Migrate VMs across servers	X	X	X			
156. Configure VMs with storage and back-ups	X	X	X			
Failover Testing and Management						
157. Develop & Define failover / high availability model for systems				X	X	X
158. Support failover / high availability model for systems	X	X	X			
159. Create schedule for failover testing	X	X	X			
160. Coordinate and support failover tests	X	X	X			
161. Report on success or failure of failover testing	X	X	X			
162. Correct configuration issues for high availability systems	X	X	X			

Server Support Services and Related LS&Co. Responsibilities	Supplier			LS&Co.	
Infrastructure Tools / Misc.					
163. OS and server software package creation, testing, and deployments	X	X	X		
164. Provide temporary access or oversight to application teams for purposes of SW troubleshooting, problem remediation, and installations	X	X	X		

4. BATCH JOB SCHEDULING & MANAGEMENT

Supplier Batch & Production Job Scheduling comprises of all the activities pertaining to running of jobs as per pre-defined schedules and ensuring that all the scheduled jobs are completed within the defined timelines. Features of these services are as provided below:

- Monitoring batch job runs
- Logging of incidents
- Monitoring Job Failure only for Critical Applications (other job failures are managed by respective application teams)
- Performing restart as per Standard operating procedures for job failures related to critical Applications
- Notification and escalation to higher levels of support
- Knowledge base maintenance and quality assurance initiatives
- The Batch Job Integrators will liaise with customer application teams to define business requirements for Enterprise Job scheduling and associated technical requirements for the Schedulers. Once the business requirements have been defined, the Scheduler will schedule the job in the tools i.e. Tivoli Workload Scheduler.
- Batch job related tickets will be handled based on the assigned priority.

The following table illustrates some of the indicative tasks and their owners for all job scheduling activities. This table is only a sample and will be fine-tuned based on the individual customer requirements and delivery model.

Principal Activity	Supplier			LS&Co.		
	[****]	[****]	[****]*	[****]	[****]	[****]*
Infrastructure and Application Monitoring						
1. Monitoring of Batch Jobs on LS&Co. systems	X	X	X			
2. Running Jobs on Adhoc Basis (Unscheduled)	X	X	X			
3. Killing / Re-Running of Jobs as per customer	X	X	X			

Principal Activity	Supplier			LS&Co.		
request						
4. Scheduling of New Jobs / Modifying existing Jobs	X	X	X			
5. Batch Scheduling Tool installation	X	X	X			
6. Migration from Chronological to Batch Scheduling Tool	X	X	X			
7. Job Failure Debugging for Infrastructure related jobs	X	X	X			
8. Scripting / Automation of Minor Tasks	X	X	X			
9. Installing Batch Scheduling Agent	X	X	X			
10. Batch Scheduling Tool Configuration	X	X	X			
11. Performance Management for Batch Scheduling	X	X	X			
12. Perform software upgrades for scheduling tool (IBM TWS)	X	X	X			
13. Patching on Batch Scheduling applications	X	X	X			
14. Scripting / Automation of Major/ Complex Tasks	X	X	X			
15. Recovery of Batch Scheduling Servers & Schedules from failure	X	X	X			
16. Integration of Batch monitoring tools for auto ticketing. Support from LS&Co. would be required for any configuration changes to be done in Service Now for this integration	X	X	X	X	X	X
17. Planning and Implementing Security for Batch Scheduling Tools	X	X	X			
18. Designing and Architecting Batch Scheduling Solution	X	X	X			
19. Planning Architectural Changes	X	X	X			
20. Monitoring of Batch Jobs on LS&Co. systems	X	X	X			
21. Running Jobs on Adhoc Basis (Unscheduled)	X	X	X			
22. Killing / Re-Running of Jobs	X	X	X			
23. Scheduling of New Jobs / Modifying existing Jobs						
24. Batch Scheduling Tool Installation	X	X	X			
25. Migration from Chronological to Batch Scheduling Tool	X	X	X			
26. Job Failure Debugging	X	X	X			

Principal Activity	Supplier			LS&Co.		
	X	X	X			
27. Scripting / Automation of Minor Tasks	X	X	X			
28. Remove/Delete jobs from the schedule upon request.	X	X	X			
29. Execute special month end/year end processing as per standard process.	X	X	X			
30. Manage scheduling changes to support daylight savings time changes	X	X	X			
31. Create, maintain security within scheduling systems.	X	X	X			
32. Request accounts as required to execute batch jobs	X	X	X			
33. Create, Maintain documentation for scheduling including - overall landscape - scheduling systems - Job intra-relationships - Job definitions - Job runtime details	X	X	X			
34. Maintain & Report license inventory for scheduling applications using existing LS&Co. Tool set or process	X	X	X			
35. Coordinate with Suppliers on maintenance renewals.	X	X	X			
36. Design & Implement solutions to minimize licensing requirements.	X	X	X			
37. Work with LS&Co. leadership prior to implementing new solutions that could impact license counts.	X	X	X			
38. Maintain monitoring thresholds and overrides	X	X	X			
39. Migrate scheduling agents as necessary to support infrastructure or application server changes	X	X	X			
40. Restart batch schedule as required to support unplanned system outages. Must have knowledge of job dependencies and intra-relationships.	X	X	X			
41. Support TWS job modifications as required supporting planned system maintenance.	X	X	X			

Principal Activity	Supplier			LS&Co.		
42. Modify jobs and schedules.	X	X	X			
43. Manage daylight savings times job schedule changes	X	X	X			

5. STORAGE & DATA MANAGEMENT SERVICES

Storage and data management Services include but are not limited to activities associated with the provisioning and day-to-day management of the Server storage and data environment (e.g., direct access storage devices (DASD), redundant array of independent disks (RAID), storage area network (SAN), Network-attached storage (NAS), tape and optical), providing a stable supporting infrastructure and effectively and efficiently performing procedures so that the Services meet or exceed the Performance Standards. In addition, the following table describes Storage and Data Management Services that Provider will perform, as well as the related LS&Co. Responsibilities.

Storage and Data Management Services and Related LS&Co. responsibilities	Supplier			LS&Co.		
Storage Architecture and Standards	[****]	[****]	[****]*	[****]	[****]	[****]*
1. Storage Area Network (SAN) requirements and design, including topology ([****]*), Hardware & software selection				X	X	X
2. Develop, document, publish and maintain LS&Co. Storage Technology Reference Architectures				X	X	X
3. Develop, document, publish and maintain LS&Co. Storage Technology Roadmaps				X	X	X
4. Ensure technology standards are consistent with approved LS&Co. enterprise architectures				X	X	X
5. Define Storage Area Network (SAN) implementation & configuration guidelines (HW & SW)				X	X	X
6. Participate in, and recommend storage architecture and standards	X	X	X			
7. Review and approve Storage Area Network (SAN) implementation and configuration guidelines (HW & SW)				X	X	X
8. Define security hardening and access standards for storage infrastructure				X	X	X
9. Maintain documentation and implementation standards	X	X	X			
10. Review and approve implementation standards				X	X	X

Storage and Data Management Services and Related LS&Co. responsibilities	Supplier			LS&Co.		
11. Ensure implementation standards are consistent with approved technology standards	X	X	X			
12. Ensure adherence to standards and perform remediation	X	X	X			
13. Manage exceptions and/or changes to standards	X	X	X			
14. Review and approve exceptions to technology standards				X	X	X
Life Cycle Management						
15. Determine asset (hardware and software) replacement cycle				X	X	X
16. Develop and review the criteria for determining replacement of assets				X	X	X
17. Coordinate, manage, and execute migrations and other associated tasks to support replacement of assets	X	X	X			
18. Identify recurring equipment problems to enable refresh planning process	X	X	X			
19. Identify and document migration requirements from old to new equipment	X	X	X			
20. Recommend asset replacement and disposal process	X	X	X			
21. Supplier will perform all the necessary activities to prepare Storage devices for decommission and disposal and coordinate with LS&Co. Supplier for the asset disposal	X	X	X			
22. Provide the Supplier for physical asset disposal				X	X	X
23. Recommend appropriate third party hardware/software maintenance strategy	X	X				
24. Establish/estimate/manage total life cycle cost of device				X	X	X
25. Evaluate new products for consolidation into standards				X	X	X
26. Advise of service & performance enhancements available through new products or upgrades	X	X	X			
27. Periodic lifecycle strategy review (aligned with overall strategy), including but not limited to review of currency, minimal acceptable targets, platform direction, etc.	X	X	X			

Storage and Data Management Services and Related LS&Co. responsibilities	Supplier			LS&Co.		
28. Review and approve the recommendations of the periodic lifecycle strategy reviews				X	X	X
29. Conduct quarterly periodic environment health reviews (including but not limited to currency of the assets)	X	X	X			
30. Maintain SW/code levels at N-1 levels	X	X	X			
Storage Monitoring and Reporting						
31. Define storage monitoring conditions, correlation rules, alerting thresholds, and notification/escalations procedures	X	X	X			
32. Review and approve storage monitoring conditions, correlation rules, alerting thresholds, and notification/escalations procedures				X	X	X
33. Provide proactive monitoring and failure detection of storage environment, including hardware, capacity, data availability and performance, basic SAN fabric Monitoring, Performance Monitoring etc.	X	X	X			
34. Respond to automatic paging associated with predetermined events	X	X	X			
35. Installation, integration and on-going maintenance of storage infrastructure monitoring tools with the LS&Co. Enterprise Monitoring Framework	X	X	X			
36. Recommend enhancements to improve the monitoring solution based on day to day observation and problem incidents experienced	X	X	X			
37. Resolve storage environment problems	X	X	X			
38. Instrument new system monitoring for problem incidents and non-impacting events (i.e. near misses) undetected by the monitoring service	X	X	X			
39. Recommend changes to storage configurations when determined necessary	X	X	X			
40. Attend weekly CAB meeting to represent all change/task assignments	X	X	X			
41. Provide notification of critical system monitoring events	X	X	X			
42. Provide recovery assistance for applications	X	X	X			
43. Engage technology Suppliers for problem and incident resolution, including opening tickets as	X	X	X			

Storage and Data Management Services and Related LS&Co. responsibilities	Supplier			LS&Co.		
required						
44. Maintain 24x7 on-call schedule and provide 24x7 on-call support for escalation	X	X	X			
45. Evaluate and pilot monitoring technologies	X	X	X			
46. Implement monitoring technologies	X	X	X			
47. Operate monitoring technologies within the LS&Co. Support processes	X	X	X			
48. Monitor backups and correct any abends	X	X	X			
49. Monitor server side data error logs	X	X	X			
50. Report on storage configuration & usage on a per system, application or per user basis (applies to disk and tape storage)	X	X	X			
Storage Administration						
51. Troubleshooting and Ticket Handling	X	X	X			
52. LUN/RAID management	X	X	X			
53. Fabric Zone Management	X	X	X			
54. Snapshot Management (Array, VMware, etc.)	X	X	X			
55. HBA Configuration and decommissioning	X	X	X			
56. Management of all storage devices (Data Archive devices, Array, NAS, Switches, etc.)	X	X	X			
57. Populate and maintain LS&Co. owned Knowledge Base	X	X	X			
58. Create and maintain operational process documentation	X	X	X			
Performance Tuning						
59. Define performance indicators and monitor performance against these indicators	X	X	X			
60. Establish baselines and repository of historical metrics for performance indicators	X	X	X			
61. Identify source and/or destination of abnormal I/O or throughput on storage subsystems, notify LS&Co. and resolve the issue through problem management	X	X	X			
62. Troubleshoot, analyze and recommend changes based on performance against thresholds	X	X	X			
63. Ensure optimal system performance	X	X	X			
64. Review traffic volumes and patterns	X	X	X			

Storage and Data Management Services and Related LS&Co. responsibilities	Supplier			LS&Co.		
65. Scheduled and ad-hoc storage health checks including remediation	X	X	X			
66. Advise of required or recommended system configuration changes	X	X	X			
67. Advise of performance enhancements available through new products or upgrades	X	X	X			
68. Provide regular ad-hoc performance reporting, including historical data reporting and trending, as well as direct access to reporting tools	X	X	X			
69. Perform comparative analysis of performance data in support of configuration recommendations	X	X	X			
70. Install, configure and maintain any required performance management tools	X	X	X			
Storage Optimization						
71. Proactively identify opportunities for storage optimization	X	X	X			
72. Proactively make recommendations on identified opportunities	X	X	X			
73. Provide monthly metric reports to indicate health and performance. Remediate as necessary.	X	X	X			
Storage Adds, Moves, Changes, Redeployments						
74. Coordinate move, add, change, redeployment, installation requests, within approved change windows, such as Storage Arrays, switches and capacity upgrades	X	X	X			
75. Coordinate the preparation of the facility prior to the installation, move or redeployment of an asset	X	X	X			
76. Coordinate with hardware/software Suppliers as required to complete build process	X	X	X			
77. Perform necessary backups of data files prior to adds/moves/changes	X	X	X			
78. Schedule work activities to minimize impact to business operations	X	X	X			
79. Communicate any additional requirements to support the move/add/change	X	X	X			
Storage Hardware Maintenance						
80. Coordinate onsite / dispatch by Supplier technicians	X	X	X			

Storage and Data Management Services and Related LS&Co. responsibilities	Supplier			LS&Co.		
hardware maintenance service provider to perform storage hardware maintenance services as needed						
81. Notify LS&Co. facilities of planned site visits as needed	X	X	X			
82. Coordinate warranty maintenance and replacements with third parties when applicable	X	X	X			
83. Perform manufacturer prescribed preventive maintenance	X	X	X			
84. Provide sufficient and securable cabinets to store reference material and spare parts used for servicing on LS&Co. premises.				X	X	X
85. Coordinate hardware troubleshooting	X	X	X			
86. Coordinate in-scope hardware repair	X	X	X			
87. Obtain firmware and software fixes	X	X	X			
88. Implement firmware and software fixes	X	X	X			
89. Maintain and coordinate adequate spare parts inventories to perform storage hardware maintenance				X	X	X
90. Abide by Original Equipment Manufacturer (OEM) guidelines	X	X	X			
91. Coordination of planned power maintenance activities	X	X	X			
92. Backup data and configurations, as required, prior to maintenance services	X	X	X			
93. Apply software fixes, updates and patches for the storage products and operational tools	X	X	X			
94. Provide technical product support for storage systems hardware and software	X	X	X			
Configuration Management						
95. Document, maintain and execute configuration management processes and ensure they are consistently followed	X	X	X			
96. Review and approve configuration management processes				X	X	X
97. Maintain storage system configurations documentation	X	X	X			
98. Configure Virtual SANs, Zones and LUNs	X	X	X			

Storage and Data Management Services and Related LS&Co. responsibilities	Supplier			LS&Co.		
99. Define configuration items to be captured in Documentation/CMDB	X	X	X			
100. Continually update and maintain the Documentation/CMDB for all storage-related hardware and software	X	X	X			
101. Provide an integrated change and configuration management plan/process - interface control for change, release and configuration management	X	X	X			
102. Review and approve change and configuration management plan/process				X	X	X
103. Provide adequate configuration control in all areas	X	X	X			
104. Support a configuration/asset management database (tools, technology and processes)	X	X	X			
Failover Testing and Management						
105. Design failover/high availability architecture				X	X	X
106. Implement failover / high availability model for systems	X	X	X			
107. Create schedule for failover testing and execute failover testing working with other service lines as needed	X	X	X			
108. Support failover tests	X	X	X			
109. Report on success or failure of failover testing	X	X	X			
110. Correct configuration issues for high availability systems	X	X	X			
111. Define and develop storage replication models				X	X	X
112. Review and approve storage replication models				X	X	X
113. Implement storage replication models	X	X	X			
114. Monitor storage replication processes	X	X	X			
115. Correct storage replication issues	X	X	X			

6. DISASTER RECOVERY SERVICES

Disaster Recovery Services	Supplier			LS&Co.		
	[****]	[****]	[****]*	[****]	[****]	[****]*
1. Maintain field site recovery bins at Data centers &	X	X	X			

Disaster Recovery Services	Supplier			LS&Co.		
Campus Locations with necessary utilities to be able to recover systems. Recovery bins typically include the following ([****]*) Also Supplier will create a DR bins and send it to locations where LS&Co. admin/staff can help in storing/maintaining it						
2. Develop DR strategy				X	X	X
3. Develop and maintain comprehensive DR plan as it relates to all disciplines in this SOW	X	X	X			
4. Review and approve DR plan				X	X	X
5. Maintain DR environment	X	X	X			
6. Coordinate DR testing	X	X	X			
7. Perform DR testing	X	X	X			
8. Execute DR Procedures	X	X	X			
9. Provide backup, business continuity and disaster recovery procedures	X	X	X			
10. Execute back-up, business continuity and disaster recovery procedures	X	X	X			
11. Provide proactive reporting, analysis and solutions	X	X	X			
12. Build out DR environment.	X	X	X			
13. Develop & Maintain DR test procedures	X	X	X			

7. BACKUP, RECOVERY, RETENTION & ARCHIVAL MANAGEMENT

Backup, Recovery, Retention & Archival Services include but are not limited to activities associated with the day-to-day management of the backup and archival environment (e.g., Backup Infrastructure (Tape drives, Disk, De-dup appliance, archival appliance, SAN infrastructure), providing a stable supporting infrastructure and effectively and efficiently performing procedures so that the Services meet or exceed the Performance Standards. In addition, the following table describes backup, recovery, retention & archival management Services that Provider will perform, as well as the related LS&Co. Responsibilities.

Principal Activity	Supplier			LS&Co.		
	[****]	[****]	[****]*	[****]	[****]	[****]*
Backup & Restore						
1. Manage and respond to litigation / e-discovery requests	X	X	X			
2. Monitoring of Backup and Restores	X	X	X			
3. Monitoring of Drives / Robots	X	X	X			

Principal Activity	Supplier			LS&Co.		
	X	X	X			
4. Performing Adhoc Backups	X	X	X			
5. Inserting/ Ejecting Media	X	X	X			
6. Planning and maintaining appropriate levels of Scratch Media	X	X	X			
7. Assist in developing, revising, documenting and implementing Magnetic tape library procedures	X	X	X			
8. Scheduling of New Backups/ Modifying existing Jobs	X	X	X			
9. Performing Restores	X	X	X			
10. Backup agents Installation	X	X	X			
11. Debugging Backup Failures	X	X	X			
12. Scripting / Automation of Minor Tasks	X	X	X			
13. Identify tape-related production problems, fix them	X	X	X			
14. Installing Agents, to include upgrades/repair	X	X	X			
15. Planning Backup Policies and Storage Units, Pools	X	X	X			
16. Tape Library Configuration and Administration	X	X	X			
17. Online Backups for Databases, Mail Servers etc.	X	X	X			
18. Backup Tool Configurations	X	X	X			
19. Performance Management for Backup/Restore	X	X	X			
20. Maintain backup schedule configuration items in the Configuration Management Database.	X	X	X			
21. Optimizing Media Consumption	X	X	X			
22. Upgrading Versions	X	X	X			
23. Patching on Backup/Restore Tool	X	X	X			
24. Scripting / Automation of Major/ Complex Tasks	X	X	X			
25. Recovery of Backup/Restore Servers from failure	X	X	X			
26. Restore from Legacy archive tape media using EMC Legato			X			
27. Integrating with other tools: Enterprise Management Systems	X	X	X			
28. Planning and Implementing Security for Backup & Restore Tools	X	X	X			

Principal Activity	Supplier			LS&Co.		
29. Monitoring of Backup and Restores	X	X	X			
30. Monitoring and managing data replication	X	X	X			
31. Monitoring and managing data archive to include software and hardware	X	X	X			
32. Monitoring of Drives / Robots	X	X	X			
Backup Management						
33. Manual Triggering of backups which are not triggered automatically	X	X	X			
34. Trouble Shooting for the failure jobs	X	X	X			
35. Resubmitting the jobs depending upon error	X	X	X			
36. Ensuring the Jobs Completion	X	X	X			
37. Scheduling Backup jobs	X	X	X			
Restoration Management						
38. Performing Restorations from backups	X	X	X			
39. Performing Disaster recovery process	X	X	X			
Media Management						
40. Tape Capacity Monitoring	X	X	X			
41. Replacing bad and damaged tapes in the tape library	X	X	X			
42. Performing Tape inventory before any backup	X	X	X			
43. Loading and unloading tapes in the tape library	X	X	X			
44. Relocating the tapes to offsite location	X	X	X			
45. Prepare tapes for daily offsite transport	X	X	X			
46. Supplier will coordinate with existing LS&Co. Tape vaulting Suppliers for tape movement to vaulting locations.	X	X	X			
47. Availability of tape vaulting Suppliers at locations where tape vaulting is required and contracting signing with 3 rd party Suppliers lies with LS&Co.				X	X	X
48. Maintaining tape and library inventory	X	X	X			
Tape Device Management						
49. Checking connectivity between server, client, Storage etc.	X	X	X			
50. Installing new Tape Library	X	X	X			

Principal Activity	Supplier			LS&Co.		
51. Coordinate with Supplier for H/W replacements	X	X	X			
52. Coordinate with Supplier for the Firmware up gradation	X	X	X			
53. Reconfiguration of Tape library	X	X	X			
Backup Server Management						
54. Installing new Backup Servers	X	X	X			
55. Installing new Backup HW appliances	X	X	X			
56. Reconfiguration of Backup server and/or backup appliance	X	X	X			
57. Backup Integration & Implementation	X	X	X			
Backup Monitoring						
58. Monitoring the Jobs	X	X	X			
59. Creating daily, weekly, monthly and yearly backup report	X	X	X			
60. Monitoring duplication process and catalog backup	X	X	X			
61. Metrics reporting (consecutive failure report, Top 10 list, success rates, dedupe rate, job counts, tape consumption, tape inventory etc.)	X	X	X			
62. Populate and maintain LS&Co. owned Knowledge Base	X	X	X			
63. Create and maintain operational process documentation	X	X	X			

8. DATABASE MONITORING & MANAGEMENT

Database management Services includes activities associated with the management of LS&Co. Database instances providing a stable supporting infrastructure and effectively and efficiently performing procedures so that the Services meet or exceed the Performance Standards. In addition, the following table describes Database Management Services that Supplier will perform, as well as the related LS&Co. Responsibilities.

Database Management Services and Related LS&Co. Responsibilities	Supplier			LS&Co.		
	[****]	[****]	[****]*	[****]	[****]	[****]*
1. Define database standards and architecture				X	X	X
2. Recommend database standards and architecture	X	X	X			

Database Management Services and Related LS&Co. Responsibilities	Supplier			LS&Co.		
3. Maintain database standards and architecture	X	X	X			
4. Participate in database design and review	X	X	X			
5. Define requirements for physical database consolidation				X	X	X
6. Execute physical database consolidation per LS&Co. requirements	X	X	X			
7. Participate in, and recommend, backup and recovery procedures (rows 7 to 12)	X	X	X			
8. Define and implement LS&Co. requirements for database backup and recovery	X	X	X			
9. Implement LS&Co. requirements for application database disaster recovery				X	X	X
10. Define requirements for specialized backup services such as backup to disk, virtual tape backups	X	X	X			
11. Define & Implement database backup data requiring long term retention and for data requiring archiving	X	X	X	X	X	X
12. Define requirements for specialized storage services related to databases				X	X	X
13. Define requirements for different storage tiers for new or additional database requests				X	X	X
14. Define initial network (LAN and/or WAN) bandwidth requirements for database				X	X	X
15. Review and approve requirements documents for item nos. 2, 5-12				X	X	X
16. Define performance requirements for different databases				X	X	X
17. Ensure technology standards are consistent with LS&Co. approved architectures	X	X	X			
18. Participate in developing and maintaining implementation standards	X	X	X			
19. Review and approve implementation standards				X	X	X
20. Document and publish implementation standards	X	X	X			
21. Ensure implementation standards are consistent with approved technology standards	X	X	X			
22. Ensure adherence to standards	X	X	X			

Database Management Services and Related LS&Co. Responsibilities	Supplier			LS&Co.		
	X	X	X		X	X
23. Manage exceptions and/or changes to standards	X	X	X			
24. Review and approve exceptions				X	X	X
25. Document, publish and maintain operational processes to support services	X	X	X			
26. Provide support for advanced database features such as database mirroring, log shipping, Always On, etc.	X	X	X			
27. Install and configure database client tools to support application requirements	X	X	X			
Capacity Planning						
28. Participate in, and recommend, capacity planning	X	X	X			
29. Define key business metrics or indicators that drive database utilization				X	X	X
30. Identify key system metrics or indicators that drive capacity planning process	X	X	X			
31. Collect capacity and performance data	X	X	X			
32. Regular proactive analysis of capacity and utilization data	X	X	X			
33. Provide exception notification and reporting on an on-going basis	X	X	X			
34. Review and approve exceptions				X	X	X
35. Prepare and Lead quarterly capacity reviews, covering but not limited to: current period growth, trends, next period forecast, concerns and replenishment recommendations	X	X	X			
36. Define rapid or on-demand capacity provisioning strategy, including methodology for maintaining surplus capacity	X	X	X			
37. Review and approve provisioning strategy				X	X	X
38. Provide capacity replenishment recommendations in line with quarterly capacity reviews and on-demand provisioning strategy	X	X	X			
39. Provide access to real-time capacity metrics and ad-hoc capacity planning reports	X	X	X			
40. Capacity planning tool selection	X	X	X			
41. Review and approve capacity planning tool selection				X	X	X

Database Management Services and Related LS&Co. Responsibilities	Supplier			LS&Co.		
	X	X	X	X	X	X
42. Define process for adding additional capacity				X	X	X
43. Review and approve process for adding capacity				X	X	X
44. Maintain custom scripts for database maintenance and reporting	X	X	X			
Operations Management						
45. Install, configure, patch and perform minor /major upgrades to databases	X	X	X			
46. Provide Assistance in Load Test	X	X	X			
47. Create tables and indexes per application requirements	X	X	X			
48. Plan, schedule and coordinate with all LS&Co. stakeholders around database patching activities	X	X	X			
49. Monitor, diagnose and resolve database issues related to but not limited to installation, configuration and performance	X	X	X			
50. Suggest implementation of appropriate database management tools across all database instances.	X	X	X			
51. Support and execute data export and import requirements	X	X	X			
52. Create copies of data/ databases as requested	X	X	X			
53. Perform database refresh	X	X	X			
54. Create and maintain database links	X	X	X			
55. Plan table space reorganization	X	X	X			
56. Execute table space reorganization	X	X	X			
57. Monitor and manage database space	X	X	X			
58. Maintain database inventory and license utilization	X	X	X			
59. Create and maintain indexes per LS&Co. requirements	X	X	X			
60. Support database hot backups	X	X	X			
61. Create and manage database security and user permissions	X	X	X			
62. Review and approve database security configurations/changes				X	X	X
63. Create and manage database user ids	X	X	X			
64. Configure and manage database audit profiles	X	X	X			

Database Management Services and Related LS&Co. Responsibilities	Supplier			LS&Co.		
65. Perform database recovery as needed	X	X	X			
66. Perform database tuning on an ongoing basis	X	X	X			
67. Perform database maintenance per LS&Co. requirements and schedule	X	X	X			
68. Assist application debugging utilizing database logs and traces	X	X	X			
69. Recommend database performance improvement measures on an ongoing basis	X	X	X			
Database Configuration Management						
70. Define standard database configurations to meet LS&Co. various computing environment requirements				X	X	X
71. Reviews and approve database configuration standards				X	X	X
72. Maintain documentation of servers and database configurations	X	X	X			
73. Continually update and maintain the documentation/CMDB for additions, changes and redeployments of database hardware and software	X	X	X			
74. Track and identify differences between implemented server configurations and LS&Co. approved configurations (e.g. version control)	X	X	X			
75. Maintain previous working state for database configurations for potential restoration	X	X	X			
76. Configure the database so that applications software is able to perform per service levels	X	X	X			
77. Ensure standards are consistent with approved architectures	X	X	X			
78. Maintain exceptions to standards	X	X	X			
79. Review and approve exceptions to standards				X	X	X
80. Evaluate any required non-standard products per business requirements	X	X	X			
81. Reviews and approve any non-standards products				X	X	X
82. Perform database shutdowns and restarts and other maintenance activities as required.	X	X	X			
83. Support data loading in Pre-Prod environments	X	X	X			

Database Management Services and Related LS&Co. Responsibilities	Supplier			LS&Co.		
84. Populate and maintain LS&Co. owned Knowledge Base	X	X	X			
85. Create and maintain operational process documentation	X	X	X			

9. MIDDLEWARE (WEB) MANAGEMENT & SUPPORT

Web management Services includes activities associated with the management of LS&Co.'s Web server environments providing a stable supporting infrastructure and effectively and efficiently performing procedures so that the Services meet or exceed the Performance/Availability Standards.

- Must have in depth knowledge of the following technologies
 - Server Operating Systems ([****]*)
 - HTTP Server ([****]* server)
 - Application Server ([****]*)
 - Amazon ([****]*)
 - [****]* Content Delivery Network ([****]*)
 - [****] Local Traffic Manager

Middleware (Web) Management & Support	Supplier			LS&Co.		
	[****]	****	****)*	[****]	****	****)*
Monitoring						
1. Web/App Server Monitoring using enterprise tools	X	X	X			
2. Web/App Server Monitoring using existing scripts	X	X	X			
3. Monitoring Connection Pools	X	X	X			
4. Monitoring JMS Queues	X	X	X			
5. Monitoring CPU utilization	X	X	X			
6. Monitoring File Systems used by web/App servers	X	X	X			
7. Monitoring various Web/App server Processes	X	X	X			
8. Monitoring Log files (Access Logs, Error Logs, system Logs) Errors	X	X	X			
9. Event Monitoring	X	X	X			
10. Documented activates (SOP)	X	X	X			

Middleware (Web) Management & Support	Supplier			LS&Co.	Middleware (Web) Management & Support
Administration/Troubleshooting					
11. Java/Admin Console Administration	X	X	X		
12. Patch Administration	X	X	X		
13. Log file administration	X	X	X		
14. Web/App server Domain/Instance creation	X	X	X		
15. Web/App server Performance Monitoring	X	X	X		
16. Web/App server Performance Tuning	X	X	X		
17. Deploying Applications	X	X	X		
18. App Server Crash Dump Analysis	X	X	X		
19. DNS management internal/external	X	X	X		

10. PROJECT SUPPORT

Any Infrastructure led Activity in the above roles & responsibility matrix stated in this Statement of work such as Major upgrades, gathering of new business requirements, migrations, Hardware refresh's, Evaluation of new tools & technologies would be considered as part of project support.. All project work related to business or application demand shall be excluded from this section.

Example of future projects identified by LS&Co.

1. LS&Co. engineering is working on a strategy to simplify our branch office strategies. Under this new model all data would be centralized at regional datacenter locations by implementing VMware and WAN Accelerators to cache data locally in the field sites. Supplier will be expected to lead the implementation and data migrations
2. Meet with customers to identify requirements, sizing, and costing of new and changes to existing environments (example of a business/application led project)
3. Implementation of SAP HANA and Sybase IQ

Projects performed by Supplier will fall into one of the following categories:

- Steady State Projects
- Project Pool Hour Projects
- Major Projects

1. STEADY STATE PROJECTS

Steady State Projects are Projects of less than or equal to 40 hours that:

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- Are capable of being performed by the Steady State Staff (i.e., the Steady State Staff possess the appropriate skillsets to perform the Project); and
- Will not impact Supplier's ability to meet applicable Service Level Agreements, as mutually agreed by the Parties' respective Service Tower leads, taking into account the current and planned workload capacity of the applicable Steady State Staff resources).
- The total hours allocated to Steady State Projects in any given month cannot exceed 5% of the then current total monthly Steady State Staff FTE hours allocated for each Service Tower

Examples of work performed as Steady State Projects are system upgrades, hardware and software refreshes, and equipment installations and modifications across Service Towers. The total hours allocated to Steady State Projects in any given month cannot exceed 5% of the then current total monthly Steady State Staff FTE hours allocated for each Service Tower (the "Steady State Cap"). For example, if there are 20 FTEs comprising the Steady State Staff for SOC Services, the Steady State Cap for the SOC Service Tower for the month would equal $3,200 \text{ hours} \times 5\% = 160$ (assuming a 4 week month at 40 hours/week). LS&Co. will not receive an invoice credit if the hours used for Steady State Projects for a given month are less than the Steady State Cap.

Steady State Projects are included in the Base Fees and will not incur additional charges. LS&Co. may, in its discretion, allocate Project Pool Hours for the completion of any Steady State Project in excess of the Steady State Cap. LS&Co. may not split a longer duration Project (i.e., a Project in excess of 40 hours) into multiple smaller Projects in order to use up any unused hours for the month.

The prioritization of Steady State Projects will be handled by the Operating Committee as part of the Services Governance between LS&Co. and Supplier. If LS&Co. determines that a Steady State Project will take priority over achievement of a Service Level Agreement for a given month, LS&Co. will issue a written Service Level exception to the Service Provider.

The total projects hours available from the steady state resource pool is 1500 hrs./year spread evenly across each month

2. PROJECT POOL HOURS PROJECTS

Project Pool Hours Projects are Projects greater than 40 hours in duration that are performed by the Project Pool Staff. Project Pool Hours Projects may also include Projects of equal to or less than 40 hours in duration that exceed the Steady State Cap.

These will be further sub-divided into

- a) Infrastructure led projects

Supplier will provide the infrastructure Project Pool hours to LS&Co. each year for a 5 year period, based on the Project forecasts provided by LS&Co. Currently this pool constitutes of 12,000 for server/storage, and 4,000 Hours for database projects i.e., a total of 16000 project hour/year that can be leveraged for infrastructure-led projects. This Project Pool will be available based on priorities established by LS&Co. and communicated to Service Provider on a weekly basis. Service Provider will provide an estimate of the Project Pool hours required for each Project Pool

Hours Project by Skillset Category for review and approval by LS&Co. LS&Co. will draw down these hours over time, and such use will be reported by Service Provider on a monthly basis.

Service Provider will initially allocate resources to the Project Pool Staff in accordance with the hours per Skillset Category as agreed below. Any skillset required outside of the Skillset Categories will be made available to LS&Co. outside of the Project Pool, in accordance with the rate card submitted..

Currently the pool is planned to have following resources

- Westlake - Infrastructure Architect – 2
 - 1 FTE – Windows skill set
 - 1 FTE – Linux / Unix skill set
 - India – Project Resource – 5.5
 - Windows and VM Ware – 1.5
 - Linux – 1
 - Storage – 1
 - Oracle and SQL – 2
- Apart from the above 14,560 hrs. annually. As dedicated for only projects, there is an additional 1,500 hrs. annually for projects under SOC support which can be utilized within the steady state resource pool

b) Business/Application-led projects

This pool is to meet with customers/application teams to identify requirements, sizing, and costing of new and changes to existing environments. Any application-led projects which can be covered within the 16,000 hours/ year mentioned under infrastructure-led projects will not lead to additional cost. However if the demand from the application-led project exceeds the 16,000/year project hours, the same will be performed as a separate project under time and material using the project rate card

3. **MAJOR PROJECTS**

Major Projects are Projects that do not meet the conditions for the Steady State Projects or the Project Pool Hours Projects. Major Projects are not included in the Base Charges. For each Major Project requested by LS&Co, Supplier will prepare a proposal based on the requirements and scope of work defined by LS&Co. and will include an estimate of the charges for such Major Project. The Parties will enter into a separate Work Order with respect to any Major Project approved by LS&Co.

11. CONTINUOUS IMPROVEMENT

- Supplier will leverage automation to implement self-healing as part of service delivery improvement and will identify and automate 5 items per year to address incidents.
LS&Co. engineering will be expanding environment to increase virtualization ratio by 10% year over year. Supplier will be expected to lead the migrations from physical systems in order to meet this goal. We expect to hit 90% by end of 2015, and 100% by end of 2016.
- Supplier will develop a comprehensive on-boarding process to bring new resources up to speed quickly without disruption to LS&Co.'s operations or internal resources.
- Supplier will provide Supplier training to keep skills current. As new/upgrade technologies are implemented Supplier will ensure staff is trained to support
- Assist in developing and updating the long-range, comprehensive plan for LS&Co. Systems, processes, technical architecture and standards. While LS&Co. will be primarily responsible for this plan, the Supplier will serve as a key collaborator.
- Assist in projecting future volume, technology, and geographic changes that could impact LS&Co. Systems and technical architecture, including any outputs from the Capacity Management, Availability Management and Demand Management Processes.
- Identify & Implement candidates and requirements for the deployment of new technology or the automation of tasks associated with the Services and/or LS&Co. Business processes and Business Services.
- Proactively submit proposals regarding new technology and automation to LS&Co. for its review and approval.
- Proactively seek to automate manual tasks associated with the Services and advise LS&Co. of such opportunities.
- Support LS&Co. in the discussion and presentation of potential new technology product and service offerings to Authorized Users.
- Facilitate and encourage active cross-functional, cross-group, and cross-location coordination and communication related to new technology and automation.
- Proactively identify strategies and approaches for future IT service delivery that the Supplier believes will provide LS&Co. with competitive advantages and that may result in increased efficiency, effectiveness, performance, or cost savings.
- Help to specify the Equipment and Software architecture and standards, and participate in continuously keeping LS&Co. technical architecture current.
- Identify industry and technological trends that may impact LS&Co. plan.
- Identify and track regulatory issues/changes that may impact LS&Co. plan.
- Gather and incorporate the data and lessons learned from the operating Environment that may impact LS&Co. plan.
- Perform trend analysis from the resource consumption data to project future demand that may impact LS&Co. plan.
- Cooperate with LS&Co. in researching and implementing automated tools to improve Service Levels and/or performance of the distributed computing environment (including end-to-end performance associated with the server, networks, and End-User Computing (EUC) environments). Tool selection will be in accordance with LS&Co. standards and technical architecture.
- Annual incident ticket volume per discipline should incur 5% reduction per calendar year.

MASTER SERVICES AGREEMENT

BY AND BETWEEN

LEVI STRAUSS & CO.

AND

WIPRO LIMITED

NOVEMBER 7, 2014

**EXHIBIT 2
DESCRIPTION OF SERVICES**

**ATTACHMENT 2.3.5
DESCRIPTION OF SERVICES – INFORMATION TECHNOLOGY SERVICES
SERVICE DESK**

1. Introduction

Purpose: This Exhibit describes the Services to be performed for LS&Co. by Supplier pursuant to the Agreement. References: References to an Attachment, Appendix, Section or Article shall be to such Attachment or Appendix to, or Section or Article of, this Exhibit unless otherwise provided. A reference to Exhibit includes a reference to the Attachments and Appendices attached hereto.

Without limiting Section 3.1 of the Agreement, the Services include (a) the services, functions and responsibilities described in this Attachment; and (b) the services, functions and responsibilities identified in the roles and responsibilities matrices contained within this Attachment for which Supplier is responsible (i.e., those Services which have an "X" in the column labeled Supplier).

2. Service Desk Description

Supplier as a Service Provider to LS&Co. will provide Global Tier 1 IT Service Desk Services to LS&Co. identified Corporate and Retail IT Users.

The following items outline the primary goals for the Global IT Service desk:

- 1) Listen to the customer's incident / request. Communicate with them in a manner that the incident / request are understood and will make an attempt to resolve the reported incident / request.
- 2) Document the incident/request in the LS&Co. Service Management system, while collecting/validating their data.
- 3) For Incidents, refer to the established knowledge base to review solutions for the problem. Check to determine if there's a known outage / service impact that the customer may be reporting. Work with the customer on the phone to execute the solution. This may include remotely administering their computer, with the customer's permission. Check with the customer to validate the solution has taken place and that they are satisfied with the solution.
- 4) For requests, refer to the established knowledge base to review solutions to satisfy the request. Check with the customer to validate the solution has taken place and that they are satisfied with the solution.
- 5) If the customer incident/ request comes in via other methods (i.e. Instant Message, Email, etc.), use Step 3 and execute the same, calling the customer to complete their request or fix their incident. If there's enough information via the other communication, the solution may be executed before a call is made.
- 6) The expectation is that incidents are resolved on first contact, meaning the customer remains on the phone with the technician while the incident is resolved. Escalations to higher levels must take place within 30 minutes of customer contact.
- 7) The expectation is that requests are resolved on first contact, meaning the customer remains on the phone with the technician while the request is fulfilled. Escalations to higher levels must take place within 30 minutes of customer contact.

2.1 HOURS OF COVERAGE

Service Desk hours of coverage are 24 x 7, 365 days (English)

3. Scope of Services

3.1 General Services

Account Management		Supplier	LS&Co.
1	Provide single point of contact and coordination for LS&Co. IT Incidents, Inquiries and Requests for Service.	X	
2	Manage the day-to-day performance of the Service Desk team members.	X	
3	Responsible for fulfilling Service Level Agreements and overall Service Desk performance.	X	
4	Establish and execute a clear escalation process.	X	
5	Provide recommendations on process improvements. Part of overall continuous improvement program.	X	
6	Proactively review knowledge to ensure accuracy. Validate knowledge accuracy with Service Owners.	X	
7	Manage end-to-end monitoring to ensure incidents are being handled in a timely manner, and fulfillment of requests are handled in a timely manner. Includes ensuring the same for those incidents or requests assigned outside of Level 1.	X	
8	Provide single point of contact and coordination for LS&Co. IT Incidents, Inquiries and Requests for Service.	X	
9	Manage the day-to-day performance of the Service Desk team members.	X	
10	Responsible for fulfilling Service Level Agreements and overall performance.	X	

Communication		Supplier	LS&Co.
11	Single contact point through multiple channels; toll-free number, Web Portal, Chat, Email	X	
12	Provide the infrastructure for the call recording, call monitoring and ACD	X	
13	Design & Manage an IVR/ACD process such that LS&Co. defined touch, or voice prompts are implemented, managed and changed as approved by LS&Co.	X	
14	Approve IVR/ACD call prompts and standard messages		X
15	Provide telecommunications infrastructure to support voice and data communications between Service Desk and end-users.	X	
16	Provide toll free numbers for all in scope countries/locations (where applicable is mutually agreed on between the parties).	X	
17	Provide toll free numbers for LSA – North America and Canada		X
18	Ensures communication takes place with all parties where responsibility for resolving an Incident is in dispute, to ensure agreement is reached.	X	
19	Issue broadcasts or other notices to provide status updates as required for planned and unplanned events (end-user impact)	X	
20	Notify affected end-users of the progress on their reported Incident or Request	X	
21	Communicate status to requestors of Incident or Request tickets. Set	X	

Communication	Supplier	LS&Co.
customer expectation in regards to SLA and communicate if agreement will not be met.		
22 As a part of the operations if there is any new addition to the support environment for example a new Application or a device, then the Service Desk will inform the relevant groups	X	

Maintain a continuous improvement program. Tied to specific time-bound objectives and results, includes but not limited to the following:

Continuous Improvement	Supplier	LS&Co.
23 Audit performance results & operations monthly.	X	
24 Identify solutions that minimize the need to contact the Service Desk (e.g. additional End-User training, self-help opportunities, root cause analysis).	X	
25 Work with IT Service Desk operational and technical staff to identify solutions that minimize the need to contact the Service Desk	X	
26 Identify and report on all tickets that were not correctly managed. (i.e. Assignment, Cause, Classification, Documentation, Escalation, Prioritization, Routing, etc.)	X	
27 Ensure first contact ticket resolution accuracy. Are tickets that are being transferred to Level 2 truly not resolvable by first contact? Sample 2% of tickets monthly.	X	
28 Identify opportunities to support the Shift-Left strategy through automation of current services being performed at L1 or identify services being performed at L2/3 that could and should be moved to L1.	X	
29 Audit performance results & operations monthly.	X	

Customer Satisfaction	Supplier	LS&Co.
30 The service desk is responsible for confirming the client is satisfied	X	
31 Verify acceptance of Services by seeking end-user confirmation results and level of satisfaction using established procedures	X	
32 Implement and manage two types customer satisfaction surveys : <ul style="list-style-type: none"> • One for service delivery of day to day incidents and requests • Another to measure overall quality of service delivery. 	X	

Exception Procedures	Supplier	LS&Co.
33 Develop and document exception procedures.	X	
34 Document exception requests in LS&Co. ticketing system.	X	
35 Review and approve exception procedures.		X

Incident Management	Supplier	LS&Co.
36 Provide a system to record, manage and track all Service Requests, incidents, inquiries and problems and provide named access to the Supplier Service Desk agents		X
37 Creates an Incident Management Plan to establish an integrated process for	X	

Incident Management		Supplier	LS&Co.
identifying, documenting, monitoring, evaluating and controlling all Incidents through the lifecycle of the service and map where Incidents will be referred.			
38	Classifies the Incident to determine status, known error matching, priority (impact vs. urgency) and to provide initial support to resolve the Incident where possible. If resolution is not possible perform routing of the Incident to specialist resolver group(s).	X	
39	Assesses, collect and provides detailed analysis (including known Incident matching and approved workarounds analysis) of Incident in order to resolve the Incident where possible. If resolution is not possible routing of the Incident to specialist resolver group(s) is initiated.	X	
40	Provides coordination, ownership, monitoring, escalation, communication and trend analysis of all Incident activities to agreed parties during the Incident lifecycle as defined in the LS&Co. Incident Management Procedure manual.	X	
41	Identify incident characteristics and find / Coordinate for root cause.	X	
42	Document and monitor the status and progress of all open Incidents. If an Incident is not getting the appropriate attention, initiate defined escalation procedures.	X	

Knowledge Management		Supplier	LS&Co.
43	Maintain and manage process, procedure and work instruction documentation for all Tier 1 Services. Includes the identification of knowledge updates by the Service Owners and where knowledge does not currently exist and is causing customer frustrations.	X	
44	Provide access to existing Knowledge Base, FAQs and self-help portal		X
45	Updates Knowledge Base, FAQs and self-help portal with new resolutions or information.	X	
46	Maintain Service Desk staff knowledge level through dedicated training and maintaining a dedicated knowledge database, Incident resolution scripts and Request fulfillment scripts.	X	
47	Verify that the knowledge for each incident is either available and accurate, (not present or available and in-accurate)	X	
48	Verify that the knowledge for a request for fulfillment is available and accurate,(not present or available and in-accurate)	X	
49	Identify required knowledge through a proactive continuous improvement process. Detailed data drives the right decision on knowledge requirements.	X	

Policies		Supplier	LS&Co.
50	Define Service Desk policies.		X
51	Understand and adhere to LS&Co. policies	X	

Problem Management		Supplier	LS&Co.
52	Responsible for adhering to Problem Management processes including identifying trends and identification of recurring Incidents and single occurrences where problem management is necessary to drive to root cause.	X	

Procedures		Supplier	LS&Co.
53	Execution and maintenance of operational procedures, including Service Desk Procedures, Incident Management Procedures and Request Management Procedures	X	

Reporting		Supplier	LS&Co.
54	Manage and deliver management reporting according to agreed schedule and provide facility for ad hoc analysis.	X	
55	Supplier to provide recommendations of necessary changes in ServiceNow for reporting and effective Service Desk function during the transition	X	
56	Make suggested and any other changes in ServiceNow in order to enable reporting and trending analysis (during transition)	X	X
57	Provide necessary capabilities in the ServiceNow to extract necessary data for reporting purpose (during transition)	X	X
58	Monthly, Quarterly and Annual Operational reporting supporting Incident, Problem and Request Management services performed by the Service Desk.	X	

Request Management		Supplier	LS&Co.
59	Manage and follow the a Request Fulfillment process to ensure an integrated process for identifying, documenting, monitoring, evaluating and controlling all Requests through the lifecycle of the service.	X	
60	Review and approve the Request Fulfillment plan		X
61	Provides coordination, ownership, monitoring, escalation, communication and trend analysis of all Request activities to agreed parties during the Request lifecycle as defined in the LS&Co. Request Management Procedure manual.	X	
62	Document and monitor the status and progress of all open Requests. If the Request is not getting the appropriate attention, initiate defined escalation procedures.	X	

Self-Help Support Services		Supplier	LS&Co.
63	Define Self-Help Support Services requirements and policies	X	
64	Provide support, advice and recommendations to LS&Co. in connection with the development of Self-Help Support Services requirements and policies	X	
65	Develop, document and maintain the Standards and Procedures Manual Self-Help Support Services processes that meet such requirements and adhere to policies	X	
66	Review and approve such Self-Help Support Services processes		X
67	Implement, maintain and support Self-Help Support capabilities that enable End-Users to perform self-service administrative functions including	X	

Self-Help Support Services		Supplier	LS&Co.
password reset, "How To" support through End-User access to knowledge databases and online Incident status checking.			
68 Monitor and review the effectiveness of Self-Help Support Services capabilities and usage	X		
69 Develop and provide recommendations for improvements to Self-Help Support Services capabilities	X		
70 Review and approve recommendations for improvements to Self-Help Support Services capabilities			X
71 Implement approved recommendations for improvements to Self-Help Support Services capabilities	X		
72 Mandate end users to use Self-Help support solutions			X
73 Inform end users and walk them thru to the Self Service solutions	X		

VIP Support Services		Supplier	LS&Co.
74 Verify that Incidents or requests (including access request) from VIP End Users are recognized at the Service Desk and responded on priority	X		
75 Ensure that the tickets for assigned VIP's to be assigned an elevated resolution priority as agreed with Customer	X		
76 Maintain directory of VIP users and their assistants	X		
77 Approve VIP Directory			X
78 Update ServiceNow with the VIP list			X

Service Level Management		Supplier	LS&Co.
79 Manage escalation process according to Incident or Request for those tickets that are at risk or did not meet the defined SLA.	X		
80 Manage Service Delivery against an ITIL model, ensure SLA's are managed appropriately within this model	X		
81 Delivery of SLA reporting monthly, reviewed with LS&CO..	X		

Surveys		Supplier	LS&Co.
82 One of the ways satisfaction is measured is by means of surveys, both a general services survey independent of our incident and request management system and a survey specific to an incident or request. Responsible for sending both types of surveys.	X		
83 Develop and execute procedures for conducting end-user satisfaction surveys.	X		
84 Configure ServiceNow to send Customer Satisfaction Survey for both incidents and service requests			X

Telephony		Supplier	LS&Co.
85 Set up IT Service Desk telephony and customized greetings with call routing. Need ability to transfer calls both internally and externally.	X		
86 Review and approve the message templates of ACD greetings, e-mails and service interruption notifications			X

	Ticket Management	Supplier	LS&Co.
87	Track Incidents and Requests, keep the End User informed on ticket status and progress	X	
88	Manage the full lifecycle of the Incident or Request tickets.	X	
89	Ensures that all related Incidents are linked and managed to resolution.	X	
90	Provides a single repeatable process for the capture and management of Incidents and Requests.	X	
91	Monitor Incidents and Requests and escalate per policies and procedures until resolution and end-user satisfaction.	X	
92	Escalation and coordination with Tier 2 Support Group & Tier 3 Support Group for internal resolution.	X	
93	Ensure tracking is in place to update and monitor status of Incidents and Requests so they progress towards resolution	X	
94	Ensure features are available in ServiceNow for Service Level notification and reporting		X

3.2 Standard IT Services

These are standard IT services towers, the IT department delivers services based on ITIL tiered support model. The Supplier will provide Level 1 support for all towers and will assist LS&CO. with service improvements. This should include, but is not limited to, identifying required knowledge or additional self-service opportunities.

	Ticket Management	Supplier	LS&Co.
1	Access & Software - Coordinate employee user account administration (account lifecycle management), activation, changes and terminations, including: Password/account setup and reset, Remote access connectivity, E-mail accounts, User Ids, Password resets, , Voicemail administration, Telephone lines, and according to the current LS&Co. Policies and tools	X	
2	Provide adequate access to AD & password management tool to be able to perform use ID related activities		X
3	Employee & Contractor Administration - Coordinate On-boarding and off-boarding IT tasks specific , off-boarding	X	
4	Employee & Contractor Administration - Coordinate employee transfers for IT related activities	X	
5	Smartphone first level support to include device activation, synchronization, plan changes, disable/wipe devices, device upgrade, modify ownership, and troubleshooting.	X	
6	Provide access to the smartphone management portal to perform first level support		X
7	Remotely repair configuration of all client components installed on end user's PCs.	X	
8	Push of approved packaged software using SCCM 2012	X	
9	Provide adequate access to SCCM 2012		X
10	1st level Support of all end-user mobility devices approved to run in the LS&CO. environment.	X	

Ticket Management		Supplier	LS&Co.
11	Video Conferencing & Voicemail Services - Conference Room and AT&T service Reservations, voicemail accounts, PBX basic configuration, video conferencing	X	
12	Provide support to Common Off The Shelf Software (COTS), Packaged software (for example, Exchange - Contacts, distribution lists, mailbox, resource calendars, release quarantined attachments)	X	

Server		Supplier	LS&Co.
13	For first level resolutions based on SOPs e.g. Connections, share access	X	

Network		Supplier	LS&Co.
14	For first level resolutions based on SOPs e.g. Connectivity	X	

Storage		Supplier	LS&Co.
15	For first level resolutions based on SOPs e.g. Restores	X	

LS&Co. Applications		Supplier	LS&Co.
16	Provide Tier 1 Application support services where application teams have provided clear knowledge and training. Work with Application teams to obtain knowledge and training where non-existent. Move away from pass through organization.	X	

4. Governance

Weekly Update Meeting		Supplier	LS&Co.
1.	Facilitate a weekly update meeting to discuss the elements of the weekly report, changes in the LS&CO. environment that may affect the Services, and any open action items. Vendor Team Leaders, Service Delivery Manager, and appropriate LS&CO. management representatives attend this meeting.	X	
2.	Ensure that respective LS&Co. authorities attends these meetings		X

Monthly Meeting		Supplier	LS&Co.
3.	Facilitate a monthly quality assurance and metrics review meeting to discuss the elements of the monthly report, including attainment of Service Levels, customer satisfaction, the top Call types, trends in the LS&CO. environment, any changes in the vendors Services as documented in a Change Request, and any changes in the LS&CO. environment that may affect the vendors Service delivery.	X	
4.	Ensure that respective LS&Co. authorities attends these meetings		X

Quarterly Meeting		Supplier	LS&Co.

Quarterly Meeting	Supplier	LS&Co.
5. Business Unit Leader will facilitate a quarterly meeting to formally present operational metrics, successes, and challenges. The overall goal of these meetings is to improve existing deliverables, define new requirements, strengthen the partnership with our customers, and discuss potential cost reduction strategies The quarterly meeting will Review the accomplishments and metrics since the previous quarterly meeting. Then, topics selected by the parties will be discussed and reviewed. Each quarterly meeting is closed with a planning session for the next 90-day period. Subsequent monthly status meetings may be scheduled to review the progress of the action items.	X	
6. Ensure that respective LS&Co. authorities attends these meetings		X

5. Quality Assurance

LS&CO. & the vendor will measure the quality of the vendor's delivery of Services using a quality assurance scorecard.

Quality Monitoring Evaluation (QME)	Supplier	LS&Co.
1. Monitor Calls to evaluate Service Desk Support Technician performance for the following elements: • Call processing following the vendors standards • Troubleshooting and technical accuracy • Use of resources • Ownership and follow-up • Customer service skills	X	
2. For each monitored call, the person conducting the monitor will complete a Monitoring Feedback Form stored in the Procedures Manual, which will be entered into the performance tracking database for calculation. Results are tracked and communicated on a monthly basis in the quality assurance scorecard.	X	

Ticket Monitoring	Supplier	LS&Co.
3. Monitor Tickets created by the Service Desk Technicians to evaluate their performance for the following elements: • Ticket documentation • Troubleshooting and technical accuracy • Use of resources	X	

Ticket Monitoring	Supplier	LS&Co.
<ul style="list-style-type: none"> • Ownership and follow-up • Customer service skills • LS&Co. agrees to calibration sessions to improve general quality provided 		
4. For each monitored Ticket, the person conducting the monitor will complete a Monitoring Feedback Form which will be entered into a performance tracking database for calculation. Results are tracked and communicated on a monthly basis.	X	

Ticket Escalation Accuracy (TEA)	Supplier	LS&Co.
5. Record and analyze all Tickets escalated by the Service Desk which were flagged by the Support Groups with a Quality Concern (e.g. Incorrect Routing, Insufficient Information, Should have been resolved by Lev 1 etc). Depending on the technology chosen, the Support Groups can flag tickets with Quality Concerns either in the ticketing tool within each ticket, or in an external Quality Concern Form that will then be sent to Service Desk Management.	X	
6. For each monitored Ticket, the person conducting the monitor will complete a Monitoring Feedback Form which will be entered into a performance tracking database for calculation. Results are tracked and communicated on a monthly basis.	X	

Complaints Process	Supplier	LS&Co.
7. Provide the end user with a means of submitting formal Complaints, either by phone, web portal or email	X	X
8. The complaints will be centralized and managed by the vendors Operations Analysts via the Quality Issue Process.	X	

Quality Issue Process (QIP)	Supplier	LS&Co.
9. Use a Quality Issue Tracker to record all quality issues at the Service Desk: <ul style="list-style-type: none"> • Quality Concerns reported by Support Groups • Negative Customer Satisfaction Surveys • Complaints submitted by the End Users of Client Management In situations where there is an issue with a Ticket that was handled by the vendors staff member. The vendors will follow its Quality Issue process to appropriately manage and resolve these quality issues.	X	

Quality Issue Process (QIP)	Supplier	LS&Co.
10. Quality issue results will be tracked and communicated on a monthly basis; however, individual quality issues will be discussed as necessary to resolve the reported issue.	X	

6. Reporting

Reporting and Analytics	Supplier	LS&Co.
1. In addition to those reports already identified, the vendor shall provide LS&CO. with Service Desk Reports, including metrics that identify efficiency, effectiveness and utilization. Report frequency may be weekly, monthly, quarterly or annually. The vendor shall provide report on at least a monthly basis on SLAs, and shall also provide operational and trend reporting.	X	

MASTER SERVICES AGREEMENT*

BY AND BETWEEN

LEVI STRAUSS & CO.

AND

WIPRO LIMITED

NOVEMBER 7, 2014

**EXHIBIT 2
DESCRIPTION OF SERVICES**

**ATTACHMENT 2.3.6
DESCRIPTION OF SERVICES – INFORMATION TECHNOLOGY SERVICES
GLOBAL INFORMATION SECURITY**

* Certain information in this exhibit has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions marked with [****]*.

1. INTRODUCTION

Purpose: This Exhibit describes the Services to be performed for LS&Co. by Supplier pursuant to the Agreement.

References: References to an Attachment, Appendix, Section or Article shall be to such Attachment or Appendix to, or Section or Article of, this Exhibit unless otherwise provided. A reference to Exhibit includes a reference to the Attachments and Appendices attached hereto.

Definitions: As used in this Exhibit, capitalized terms shall have the meanings set forth in Exhibit 1. Other terms used in this Exhibit are defined where they are used and have the meanings there indicated.

Supplier will provide the following support for Global Information Security subsystems:

- Firewalls
- VPN Remote Access
- Remote Access User Certificates
- ID Management/Single Sign on
- Web content filtering
- Botnet alerting
- Store wireless/LAN alerting
- Intrusion Detection/Prevention
- PC/Mac/Server/POS Antivirus
- Server Security Configuration Monitoring
- Security Incident and Event Management
- Vulnerability Scanning
- Server/Mac/PC/POS vulnerability analysis and Patch status monitoring
- Information Security Awareness

Without limiting Section 3.1 of the Agreement, the Services include (a) the services, functions and responsibilities described in this Attachment; and (b) the services, functions and responsibilities identified in the roles and responsibilities matrices contained within this Attachment for which Supplier is responsible (i.e., those Services which have an “X”

in the column labeled Supplier).

This support will include all tasks that would be considered operational, upkeep and periodic changes. This would include the following:

Service Definition	Associated Work Tasks
Production Support	<p>Provide 7x24 monitoring and support for Information Security subsystems.</p> <p>Interact and escalate with Supplier for any system defect and support tickets</p> <p>Operational SLAs will conform to and be measured against the general IT Infrastructure Service Level Agreements</p> <p>Quarterly measurement of capacity for all security subsystems</p> <p>Provide Root Cause Analysis within expected service levels</p> <p>Troubleshoot any issues and document them for reference during steady state operation.</p> <p>Troubleshoot end-user issues, performance and availability issues, related to security subsystems</p> <p>Work closely with other IT stakeholders for solving problems on network and access issues</p> <p>Manage security sub-system releases that include upgrade of system images to N or N-1 version</p> <p>Proactively plan for refresh as per the refresh cycle and notify LS& Co on EOL (End of Life)/EOS (End of Support) versions</p>
Security Infrastructure Services	<p>Performing on-going administration, management, upgrading and monitoring of sub-systems.</p> <p>Manage, provide testing, change management, and documentation services for changes to security sub-systems</p> <p>Monitor, detect, investigate and resolve security incidents related to security subsystems.</p> <p>Maintain Security sub-systems, to current release levels.</p> <p>Monitor patches deployment status.</p>

Service Definition	Associated Work Tasks
	<p>Analyze vulnerability scan results, create and assign problem tickets to appropriate stakeholders for remediation.</p> <p>Monitor Vulnerability Alerting ([****]*) and escalate to appropriate stakeholders.</p> <p>Provide security scans on new servers and network devices prior to them being placed into production.</p> <p>Provide periodic review of security subsystem capacity and provide recommendations for upgrades. Monitor and troubleshoot technical, performance and availability issues.</p> <p>Manage changes through Change Process for all in scope sub-systems ensuring changes are authorized and auditable.</p> <p>Reporting - ensuring reports on availability and effectiveness are made available to LS&Co. at an agreed schedule.</p>
Security Audit	<p>Create and assign tickets as needed to remedy compliance issues.</p> <p>Complete and document quarterly infrastructure role based access/entitlement reviews.</p> <p>Complete and document quarterly infrastructure separation of duty reviews.</p>
Reporting & Awareness	<p>Security system availability for all information security subsystems</p> <p>Produce Key Indicator Metrics for all information security subsystems</p> <p>Coordinate awareness for PCI and general Security compliance. Validate and report solutions achieving desired results</p>

The enterprise security services to be provided by Supplier to [****]* under this Agreement are categorized into the following security domains:

- Governance Risk and Compliance Services
- End Point Security
- Perimeter Security

- Security Incident Management and Monitoring
- Identity Management Security Services
- Data Security Services
- Application Security Services and Software assurance

Principal Activity	Supplier			LS&Co.		
	[****]	****	****] [*]	[****]	****	****] [*]
Governance, Risk and Compliance						
Enforce LS&Co. policies and standards	X	X	X	X	X	X
Report to Information Security any violations of defined information security policies by LS&Co. across Supplier delivery processes, locations, facilities and teams.	X	X	X			
Supplier SOX and PCI lead to report to the LS&Co. Information Security office annually once per quarter review the IT controls for any changes. The lead must ensure the Supplier delivery teams follow the right process, thereby adhering to LS&Co. policies	X	X	X			
Leading audit and compliance functions is out of scope for Supplier	X	X	X			
End Point Protection (PC/Mac/Server/POS Antivirus): Anti-Virus and Host Intrusion Detection / Prevention Solution Management						
Supplier will provide end-to-end management of the currently installed Symantec Anti-Virus and Host Intrusion Prevention Solution.						
The below activities will be performed by Supplier's security team:						
Install, update, operate, and maintain Anti-Virus protection Software on the servers by the L2-L3 teams within Supplier and co-ordinate with the desk side teams to ensure all endpoints used to deliver or support the Services are in currency	X	X	X			
Checking that virus definitions and scan engines are	X	X	X			

Principal Activity	Supplier			LS&Co.		
at latest levels on all endpoints in-scope						
Monitoring of antivirus subsystem server resources – CPU and Memory	X	X	X			
Raising alerts to Server Teams in case of high resource utilization and following Problem/Incident management path	X	X	X			
Add, modify and remove policies for anti-virus, desktop firewall, HIPS / HIDS, etc.	X	X	X			
Deployment of agents from Endpoint Protection Management console	X	X	X			
Virus outbreak management	X	X	X			
Respond to malware incident	X	X	X			
Notifications to the desk side team for non-updated endpoints for virus definitions	X	X	X			
System changes are documented and validated using standard system change tools procedures.	X	X	X			
Procurement and or Renewal of endpoint protection solution licenses.				X	X	X
<u>Server/Mac/PC/POS vulnerability analysis and Patch status monitoring:</u>						
Supplier will monitor LS&Co. subscribed threat intelligence feed for items that relate to and can impact the LS&Co. operating environment. Supplier will conduct the monthly patch meeting and will conduct “out of band” patch meetings as needed to discuss emerging vulnerabilities and assign risk ratings. Supplier will open and track tickets to various support areas to apply patches and remediate risks.	X	X	X			
Security team is only responsible to ensure LS&Co. security patches are deployed on time by other Supplier teams and all non-compliance is reported during monthly patch meetings.	X	X	X			

Principal Activity	Supplier			LS&Co.		
Perimeter Security						
Firewall Management						
Supplier will do complete administration and management of firewalls. Supplier's fully managed firewall service includes:						
Performing on-going administration, management, upgrading and monitoring of firewall devices.	X	X	X			
Add, remove and modify routing, security policies as per LS&Co.'s business requirement and firewall standard practices.	X	X	X			
Interact and escalate with Supplier for any system defect and support tickets for Platinum services	X	X	X			
Monitor, detect, investigate and resolve security incidents related to the firewalls.	X	X	X			
Provide Root Cause Analysis within expected service levels=	X	X	X			
Troubleshoot any issues and document them for reference during steady state operation.	X	X	X			
Troubleshoot end-user issues, performance and availability issues, related to firewalls=	X	X	X			
Work closely with other IT stakeholders for solving problems on network and access issues=	X	X	X			
Manage firewall releases that include upgrade of firewall images to N or N-1 version	X	X	X			
Proactively plan for refresh as per the refresh cycle and notify LS&Co. on EOL (End of Life)/EOS (End of Support) versions	X	X	X			
Implement, monitor and troubleshoot High Availability functionality between pair of firewalls.	X	X	X			
Ensuring high availability is functioning properly to avoid single point of failure and business disruption	X	X	X			
Monitor and troubleshoot technical, performance and availability issues.	X	X	X			
Change management, ensuring changes are authorized and auditable.	X	X	X			
Reporting - ensuring reports on availability and effectiveness are made available to LS&Co. at an agreed schedule.	X	X	X			
Note: [****]* Firewalls which are expected to increase by [****]* each year. [****]* of firewalls will be replaced	X	X	X			

Principal Activity	Supplier			LS&Co.		
as end of life each year. Firewall systems, including management systems will be updated to the latest software release each year. There are ~[****]* firewall incidents and [****]* changes each month. Supplier will also provide coordination and testing for site-to-site VPN changes ([****]* each month).						
Additionally, Supplier will conduct the following activities:						
Add, remove and modify routing, security policies as per LS&Co.'s business requirement and firewall standard practices. <u>SLA</u> [****]* business days	X	X	X			
Implement, monitor and troubleshoot High Availability functionality between pair of firewalls.	X	X	X			
Ensuring high availability is functioning properly to avoid single point of failure and business disruption	X	X	X			
Supplier will annually maintain all existing firewalls versions to N, N-1	X	X	X			
As per the MSA, we can accommodate a [****]* increase year on year on firewalls, anything beyond [****]* will be a project work or a separate discussion on CR (Change Request)	X	X	X			
Procurement and or Renewal of firewall hardware / software support and licenses.				X	X	X
Intrusion Detection Protection/Prevention						
The Supplier's responsibilities will include:						
Install, update and configure Checkpoint Network Intrusion Detection Systems (NIDS) sensors, and Checkpoint Network Intrusion Prevention Systems (NIPS) sensors to inspect all inbound and outbound network activity:	X	X	X			
Identify suspicious patterns that may indicate abnormal activity or intrusion attempts	X	X	X			
Send Alerts to a Supplier central monitoring facility.	X	X	X			
Monitor all Checkpoint NIDS/NIPS devices from the central logging System, and provide appropriate	X	X	X			

Principal Activity	Supplier			LS&Co.		
response to Alerts based upon mutually agreed procedures as defined in the Service Management & Governance Manual.						
Review NIPS Systems logs and provide appropriate response to messages including, but not limited to, Alerts and access denial messages based upon mutually agreed procedures as defined in the Service Management & Governance Manual.	X	X	X			
As needed or as directed by LS&CO., install known high-risk updates as defined by Checkpoint NIDS and NIPS to the IDS-protection Software as they are approved.	X	X	X			
Upon detection of an intrusion Alert, take immediate steps to notify the Information Security Services at LS&Co.:	X	X	X			
Assess the scope of damage.	X	X	X			
Arrest the spread and progressive damage from the intrusion.	X	X	X			
Restore the environment to an operational state.	X	X	X			
In the event of corruption or data loss, restore data from the last available backup with prior consultation with and approval from LS&Co.	X	X	X			
Provide Alerts to LS&Co. relative to current intrusion threats either specific to LS&Co.'s Environment, encountered in Supplier' Environment, or based upon industry information	X	X	X			
Upgrade and change the Intrusion Detection/Prevention Systems as required by Third-Party Suppliers or as agreed in LS&Co. Technical Architecture and Product Standards.	X	X	X			
Evaluate technology improvements for Intrusion Detection Protection/Prevention and bring forth those improvements to LS&Co. for consideration.	X	X	X			
Will ensure IDS/IPS signature updates are being updated [****]* Supplier will monitor IDS/IPS activity, analyze potential threats and will open incident tickets for corrective measures as needed.	X	X	X			

LS&Co. – Attachment 2.3.6 – Description of Services – Information Technology Services – Global Information Security

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Principal Activity	Supplier			LS&Co.		
	X	X	X	X	X	X
Procurement and or Renewal of NIDS/NIPS Solution licenses.				X	X	X
Web Content Filtering Solution Management						
Supplier understands that complete administration and management of proxy and web content filtering solution with the current Supplier are in-scope. The following are the activities:						
Configure and manage user content policies as per LS&Co.'s security policies	X	X	X			
Assess & define reporting for utilization	X	X	X			
Assess, define and report alerting for policy violations and thresholds to LS&Co.' stakeholders	X	X	X			
Alerting on web, HTTPS Vulnerabilities	X	X	X			
Analyze potential threats for incidents and escalate for detailed investigation	X	X	X			
Supplier will ensure web content filtering updates are being updated on a daily basis. Supplier will receive requests for web content access and/or blocking, will assess the risk and business need and will manage changes to the Web Content filtering system. The SLA for filter changes is <3 business days. Supplier will initiate an annual review of approved and blocked content categories.	X	X	X			
Procurement and or Renewal of Web Content Filtering Solution licenses.				X	X	X

Principal Activity	Supplier			LS&Co.		
Remote Access Solution Management Supplier will manage LS& Co' currently deployed Remote Access Solution (VPN) - for employees and the Site to Site VPN for Suppliers to provide secure access to mobile users as well as third parties, partners and contractors as per your security policy and on a need-to-know basis. Supplier's managed Remote Access services include:						
Performing on-going administration, management and monitoring of VPN devices.	X	X	X			
Creating users, groups, authentication servers and assigning security policies as per need-to-know basis.	X	X	X			
Resolution and or guidance for remote user access related issues.	X	X	X			
Monitor, troubleshoot and resolve any technical, performance and availability issues.	X	X	X			
Change management, ensuring changes are authorized and auditable.	X	X	X			
Reporting - ensuring reports on availability and effectiveness are made available to LS&Co. at an agreed schedule.	X	X	X			
[****]* VPN concentrators providing Remote Access capability for employees and suppliers. There are [****]* incidents each month and [****]* changes. The VPN systems also have a management console that must be maintained. VPN Systems will be brought up to current release level each year. Supplier will create and deploy and modify VPN profiles based on user requirements ([****]* business days). Supplier will monitor for compliance issues and will manage remediation of compliance issues.	X	X	X			

Principal Activity	Supplier			LS&Co.		
	X	X	X			
Supplier will manage the process to assign, install and revoke certificates for Remote Access users. New certificates will be created and delivered within [****]* business days. Supplier will monitor for upcoming revocation of certificates and will make necessary communications and changes to avoid disruption of service. Supplier will ensure certificates are revoked as they are no longer needed.						
Procurement and or Renewal of VPN hardware / software support and user licenses, including renewal of remote user certificates is out of scope, except renewal of certificate lease				X	X	X
Store Wireless Alerts						
Supplier will ensure store wireless alert signature updates are being updated on a daily basis. Supplier will monitor alert activity for store LAN and wireless events and will open incident tickets for corrective measures as needed.	X	X	X			
Intrusion Alerts from [****]* at the stores will be monitored and reviewed by the supplier	X	X	X			
Procurement of WAP devices including troubleshooting Wireless LAN issues at the stores is out of scope for the security team				X	X	X
Security Incident Event Management and Reporting						
Supplier will manage LS&Co.'s currently deployed [****]* Solution. The supplier responsibilities will include :						
[****]* Correlation policy Configuration (including rule-base addition / modification / deletion)	X	X	X			
Defining custom Correlation rules Integration or Deletion of new or existing log sources.	X	X	X			
Integration or Deletion of new or existing log	X	X	X			

Principal Activity	Supplier			LS&Co.		
sources.						
Escalate incidents to [****]* teams and support the investigations	X	X	X			
Analyze false positive and provide suggestions to modify/delete the correlation rules.	X	X	X			
Incident Management and Closure	X	X	X			
Supplier coordination for latest patch release, bug fix and hardware fix	X	X	X			
Botnet Alerting						
Supplier will ensure botnet signature updates are being updated [****]* basis. Supplier will monitor botnet activity and will open incident tickets for corrective measures as needed	X	X	X			
Procurement of [****]* software and its Supplier services is out of scope for Supplier				X	X	X
Identity and Access Management						
[****]* Identity Management Administration						
Supplier's services for Identity Management Steady State support will include:						
ITIM Operations Support Activities						
To provide L1 & L2 support for in-scope ITIM components & work with end users as necessary to resolve problems	X	X	X			
Support for [****]* Single Sign On product	X	X	X			
Quarterly role reviews, entitlement reviews and SOD reviews	X	X	X			
Supplier will provide L1, L2 support for identity management and SSO (Single Sign-On) and will work with end users as necessary to resolve problems.	X	X	X			
Supplier will monitor for process and transaction failures and take necessary corrective action(s).	X	X	X			

Principal Activity	Supplier			LS&Co.		
	X	X	X			
Supplier will monitor and manage compliance issues and alerts and escalate any unresolved compliance issues.	X	X	X			
Supplier will conduct testing, change management and documentation services for ID management and SSO (single Sign-On) system changes and maintenance activities	X	X	X			
Supplier will provide control evidence for audit purposes include creation and distribution of reports concerning ID compliance (orphan reports, inactivity reports, compliance reports, etc.). Generate and publish scheduled reports and be the primary contact for downstream consumers of identity related information (e.g. Net ID, EMP ID, Email etc.)	X	X	X			
Supplier will manage changes through Change Process.	X	X	X			
Supplier will conduct annual SOD reviews.	X	X	X			
Supplier will manage on-going KPI (Key Performance Indicators) in the areas of system availability, compliance and operational effectiveness.	X	X	X			
Supplier will provide role, policy, services (e.g. Unix, SQL AD, workflow and activity management administrative and problem resolution services for identity management platforms.	X	X	X			
Supplier will be primary contact for all L2 activities for the SSO federation partners and work directly with customers and SSO federation partners in troubleshooting federation and SSO related issues.	X	X	X			
Supplier will be the primary IT security contact for helping to resolve L2 SSO related issues not related to the core SSO infrastructure (e.g. browser, desktop and network issues).	X	X	X			
Resolution of incidents related to in-scope ITIM components	X	X	X			
Problem management for critical and frequently repeated incidents	X	X	X			
Patch Management	X	X	X			
Administrative configuration changes (existing)	X	X	X			

Principal Activity	Supplier			LS&Co.		
Workflows, user defined fields, Group & Group Administration, ITIM Rules, ITIM Policies, Process Definitions, Adaptors)						
Log monitoring & Proactive monitoring/support for ITIM components	X	X	X			
Monitor & resolve process and transaction failures	X	X	X			
Monitor and manage compliance issues and alerts and escalate any unresolved compliance issues	X	X	X			
Trouble shooting & escalation	X	X	X			
Accommodate minor workflow, scripting and cosmetic changes in the existing code base,	X	X	X			
Review of console logs (i.e. provisioning failures)	X	X	X			
Configuration and release management	X	X	X			
Rebuild / Recovery support	X	X	X			
Troubleshooting of any incident tickets escalated from L2 Support team	X	X	X			
Manage on-going KPI (Key Performance Indicators) in the areas of system availability, compliance and operational effectiveness	X	X	X			
Provide role, policy, services, workflow and activity management administrative and problem resolution services for in scope identity management platform (ITIM components)	X	X	X			
Installation of patches and hot-fixes received from IBM and performing PIV	X	X	X			
Incident handling and liaison with product Supplier; escalation to product Supplier (IBM Support) and coordination as needed	X	X	X			
Performing PIV tests of IDM components for supporting the third party re-installation/ re-build activities	X	X	X			
In case of any change in the product space, the same needs to be carried out thru a Change-Request process.				X	X	X
Application support not related to Identity Management				X	X	X
New application integration to the ITIM				X	X	X

Principal Activity	Supplier			LS&Co.		
infrastructure						
L3 activities fall under the development realm and is not considered L1 and L2 activities as per Supplier				X	X	X
Application Security and Software Assurance						
<u>Infrastructure Vulnerability Scans:</u> The Supplier will manage the process to conduct [****]* vulnerability scans on the inside and outside of the network. All Internet touch points will be scanned. All devices on the internal network will be scanned. Supplier will open and track tickets for high and medium risk vulnerabilities. Supplier will ensure the PCI report is filed [****]*. Supplier will ensure all portions of the network are scanned. Supplier should plan on [****]* vulnerability tickets each month Supplier will conduct ad-hoc scans as required and create ad-hoc scan reports as required, estimated to be no more than [****]* each month.	X	X	X			
<u>Web Application Scans:</u> The Supplier's responsibilities to provide Application Security Services will include: The Ecommerce team at LS&Co. produces [****]* major releases [****]* minor releases every [****]* and these are production code changes. Supplier LLC Application Security will perform Application Security Vulnerability scans by leveraging the [****]* tool at LS&Co.	X	X	X			
The [****]* will be used as a standard template for all scanning and reporting requirements by default. The Supplier Application Security team will work with the Ecommerce team to develop specific scan templates within the [****]* tool as recommended by LS&Co. as needed.	X	X	X			
Supplier Enterprise Security team will co-ordinate mitigation of any gaps identified within the scan reports. Supplier to follow the SLA defined and agreed for Web application scan reports	X	X	X			
Procurement and or Renewal of [****]* or				X	X	X

Principal Activity	Supplier			LS&Co.		
any VA/Application Scanning tool						
Data Security Services						
Certificate Management:						
The Supplier's responsibilities to provide Data Security Services will include:						
Maintenance of the complete Certificate Management Service infrastructure (including Certificate Management applications, databases, policies, configuration, software updates and any other technical component) as defined in the Operations Manual.	X	X	X			
Procurement and or Renewal of PKI certificates and its Licenses.				X	X	X
Symantec Server Security Configuration Monitoring						
Install, update, operate, and maintain server security configuration monitoring system and co-ordinate with appropriate teams to ensure all endpoints used to deliver or support the services are in currency	X	X	X			
Checking that policy definitions and scan engines are at latest levels on all endpoints in-scope	X	X	X			
Monitoring server security configuration monitoring system subsystem server resources – CPU and Memory	X	X	X			
Raising alerts to Server Teams in case of high resource utilization and following Problem/Incident management path	X	X	X			
Add, modify and remove policies for server security configuration monitoring system.	X	X	X			
Deployment of agents for security configuration monitoring system	X	X	X			
Open and manage incidents as needed to eliminate security configuration monitoring system compliance issues	X	X	X			
Notifications to desk side Team for non-updated endpoint clients	X	X	X			
System changes are documented and validated	X	X	X			

Principal Activity	Supplier			LS&Co.		
using standard system change tools procedures. Create monthly reports						
Procurement of [****]* Licenses				X	X	X

Volumetric:

Element	Due Diligence Metrics
[****]*	[****]* Tickets/Month
Certificates	[****]* Certificates
Access Points	[****]* WAP
Anti-Virus	[****]* Tickets/Month
IDAM (ITIM)	[****]* users & [****]* Tickets/Month (Post DD Volumetric)
Web Filtering	[****]* Tickets Annually
Two Factor Authentication	[****]* Tickets Annually
Wireless Controllers	[****]*
F5 Load Balancers	[****]* Devices
Websense	[****]* Proxy's
VPN	[****]* Tickets/Month
Firewalls	[****]* Checkpoint Firewalls [****]* being replaced, [****]* being replaced. End of [****]*, all firewalls upgraded to [****]*.
[****]*	[****]* is used for scanning both inside and outside traffic. It is also used by Ecommerce team for scanning its monthly releases

1. PROJECT POOL HOURS PROJECTS

Project Pool Hours Projects are Projects greater than 40 hours in duration that are performed by the Project Pool Staff. Project Pool Hours Projects may also include Projects of equal to or less than 40 hours in duration that exceed the Steady State Cap.

These will be further sub-divided into

- a) Security related infrastructure led projects

Supplier will provide the infrastructure Project Pool hours to LS&Co. each year for a 5 year period, based on the Project forecasts provided by LS&Co. Currently this pool

constitutes of 1,000 hours per year for Security Services ,

Service Provider will initially allocate resources to the Project Pool Staff in accordance with the hours per Skillset Category as agreed below. Any skillset required outside of the Skillset Categories will be made available to LS&Co. outside of the Project Pool, in accordance with the rate card submitted.

Currently the pool is planned to have following resources

[****]* – Infrastructure Security Services – [****]*

[****]* – Infrastructure Security Services – [****]*

[****]* – Infrastructure Security Services – [****]*

b) Application -led projects

This pool is to meet with customers/application teams to identify requirements, sizing, and costing of new and changes to existing environments.

2. MAJOR PROJECTS

Major Projects are Projects that do not meet the conditions for the Steady State Projects or the Project Pool Hours Projects. Major Projects are not included in the Base Charges. For each Major Project requested by LS&Co., Supplier will prepare a proposal based on the requirements and scope of work defined by LS&Co. and will include an estimate of the charges for such Major Project. The Parties will enter into a separate Work Order with respect to any Major Project approved by LS&Co.

Reporting:

Meetings	<p>Among other meetings, Supplier will have an Information Security representative at:</p> <ul style="list-style-type: none"> • The daily Operations Meeting to represent Information Security issues. • Change Control • The Weekly Information Security Team meeting. <p>Among other meetings, Supplier will conduct the following meetings</p> <ul style="list-style-type: none"> • Monthly patch review meeting • Monthly Supplier Service Review Meeting (showing SLA adherence) • Weekly Information Security/Issues meeting
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Administrative:

Supplier will conduct the following activities:

- Ensure all Information Security devices will be maintained within the asset management database
- Conduct a monthly service review for GIS presenting, among other things, SLA adherence, and hours expended by function, tickets by function
- Maintain an SLA which will enumerate the work that was completed "out of process". There will be an upper limit placed on this (3%) and it will be presented along with other SLAs
- Produce a daily report of open Information Security Issues
- Produce a monthly report with key metrics specified by GIS
- Produce a weekly report indicating patch gap status for Servers, PCs and POS by region and risk level
- Represent GIS in operational escalation calls

Transition:

The following activities will be performed during this phase of Transition Services:

- Supplier will develop the Knowledge Transfer Process Document
- Supplier will create a Risk Mitigation Plan and present to Client for review and approval
- Supplier will collect measurements for defined SLAs for Services performed by Client staff
- Supplier will prepare checklists for tasks and procedures as part of Run Book documentation
- Supplier will develop and conduct training of Contractor staff of Client technologies for in-scope Services and related support tools and processes
- Supplier will submit Run Book and SLA for review and acceptance by Client. Run Book contains Services Operating Procedures, Hours of Service Operation, Maintenance Windows and Planned Downtimes, Environment Overview, and Day-to-Day Processes
- Client will send notification to Contractor for acceptance of completing transition and agreement to begin Steady State operations

MASTER SERVICES AGREEMENT*

BY AND BETWEEN

LEVI STRAUSS & CO.

AND

WIPRO LIMITED

NOVEMBER 7, 2014

**EXHIBIT 2
DESCRIPTION OF SERVICES**

**ATTACHMENT 2.3.7
DESCRIPTION OF SERVICES – INFORMATION TECHNOLOGY SERVICES
IT APPLICATIONS**

* Certain information in this exhibit has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions marked with [****]*.

1. INTRODUCTION

Purpose: This Exhibit describes the Services to be performed for LS&Co. by Supplier pursuant to the Agreement. References: References to an Attachment, Appendix, Section or Article shall be to such Attachment or Appendix to, or Section or Article of, this Exhibit unless otherwise provided. A reference to Exhibit includes a reference to the Attachments and Appendices attached hereto.

The Services to be provided by Supplier to [****]* under this Agreement are categorized into the following Processes:

- Application Support and Maintenance

Without limiting Section 3 of the Agreement, the Services include (a) the services, functions and responsibilities described in this Attachment; and (b) the services, functions and responsibilities identified in the roles and responsibilities matrices contained within this Attachment for which Supplier is responsible (i.e., those Services which have an “√” in the column labeled Supplier).

2. SERVICE DESCRIPTION

The following sections in this Exhibit describe the Services that Supplier will carry out that relate to the Applications.

2.1 INCIDENT AND SERVICE REQUEST MANAGEMENT

Supplier will, in accordance with LS&Co.’s Incident management process, perform the following activities for managing incidents and service requests:

- 2.1.1 Log, by opening a Ticket for Incidents and Service Requests identified by Supplier, track and report all Incidents and all Service Requests including Tickets opened by Users.
- 2.1.2 Respond to LS&Co. (including responding directly to an applicable LS&Co. group and Users) to all reported Incidents and Service Requests in accordance with the Incident Management Process.
- 2.1.3 Resolve all Tickets using LS&Co.’s designated Service Desk toolset (or a LS&Co-approved interface to that toolset), taking into account knowledge of technologies and LS&Co.’s business processes, including global and regional business process models.
- 2.1.4 Manage and resolve all Application related defects, failures and User-reported problems logged via a Ticket.
- 2.1.5 Communicate resolution to applicable Users based LS&Co.’s incident management policies.

- 2.1.6 For Tickets that require an elective enhancement, direct the User to the appropriate elective enhancement intake process and close the Ticket (noting redirection to the intake process).
- 2.1.7 Complete security configuration requests logged via a Ticket in accordance with LS&Co.’s security control model and security control process.
- 2.1.8 For each Ticket, Supplier will be responsible for resolving the Ticket, escalating issues that require action or approval by LS&Co. in accordance with LS&Co.’s policies. Supplier will follow resolution of escalated issues to closure.
- 2.1.9 For Priority Level 1 (i.e., “critical Tickets”) and Priority Level 2 (i.e., “high priority Tickets”), Supplier will:
 - (1) Respond to paging from Service Desk.
 - (2) Communicate ongoing issues and updates to the User community.
 - (3) When an issue is classified as a “Major Incident”, follow LS&Co.’s designated major incident process.

2.2 PROBLEM MANAGEMENT

Supplier will, in accordance with LS&Co.’s Problem management process, perform the following activities for managing problems:

- 2.2.1 Identify and log Known Errors and Problems.
- 2.2.2 Maintain a Known Error Database and problem log.
- 2.2.3 Perform Problem identification and resolution, including:
 - (i) Analyze all Incident-related Tickets for major Incidents or repeat Incidents to identify Problems and Known Errors.
 - (ii) Investigate and communicate root cause, work-around or process improvement plans to business owners, internal customers Users.
 - (iii) Document Problems and lessons learned for future improvement, recommend process improvements (update Known Error Database, frequently asked questions and standard operating procedures accessible to Service Desk and Users as a quick reference) and implement agreed improvements.

- (iv) Develop and apply database, Application code, configuration or operational modifications to correct Problems with short term and permanent fixes, and, as applicable, work with LS&Co. Third Party Contractors.
 - (v) Coordinate corrections with other production and Application development activities through LS&Co.'s change management and release management processes, including impact analysis.
 - (vi) Work closely with appropriate LS&Co. personnel to ensure appropriate progress reporting and effective production problem resolution.
- 2.2.4 Identify opportunities for Incidents to be resolved at first level Incident management, and recommend changes for Service Desk. After approval by LS&Co, train Service Desk on recommended changes.

2.3 MONITORING

2.3.1 Ensure that Applications are available for use by LS&Co.

2.3.2 Monitoring Applications

Supplier shall perform the following activities as part of Application Monitoring:

- (i) Ensure that the existing solution for monitoring of applications via LS&Co.'s monitoring tool are working as expected along with automated alert mechanism.

For the applications where automated alerts are not available, Supplier will plan and prioritize the implementation of a monitoring system based on the necessity of the implementation and criticality of application to LS&Co.
- (ii) Respond to automated paging from system support tools.
- (iii) Daily exception reports and queues required for maintaining the technical integrity of the system.
- (iv) Alerts and pages from LS&Co. Systems to identify Incidents.
- (v) Monitor interactive and LS&Co.'s batch performance related to the Applications to identify Incidents (e.g., schedule job balancing, production output, freeze periods, scheduling, as-of-build programs, inter-company sweeps) for completion and correctness, and monitor exception logs.
- (vi) Monitor reports, distribution of reports, reporting tools related to the Applications to identify Incidents.
- (vii) Monitor and resolve all issues with data synchronization services (i.e., monitor the replication of data between production servers and reporting servers), including working with third parties.

- 2.3.3 Provide monthly analysis of LS&Co. batch schedule to ensure effective LS&Co. batch processing and make recommendations for changes to meet performance requirements
- 2.3.4 Schedule jobs in accordance with LS&Co.’s business and technical requirements
- 2.3.5 Monitor LS&Co.’s alert systems (e.g., LS&Co. batch and control-message brokers) and provide recommendations to LS&Co. to support the Application Maintenance Services.
- 2.3.6 Maintain documentation related to operations and production support.
- 2.3.7 Support LS&Co. to adapt operational processes and procedures for regions designated by LS&Co.

2.4 PATCH MANAGEMENT

Supplier shall:

- 2.4.1 Assist LS&Co. to design a Patch strategy, including defining Patch templates for the process (e.g., name of Patch, business process impact, files and streams impacted).
- 2.4.2 Identify and report to LS&Co. all applicable Patches in accordance with LS&Co.’s Patch and upgrade strategy.
- 2.4.3 Using LS&Co.’s designated Patch strategy and templates, recommend to LS&Co. which Patches should be applied.
- 2.4.4 Provide LS&Co. with an impact analysis on LS&Co. systems and resources (including scoping, estimation and requirements definition) for each recommended Patch and any additional Patches designated by LS&Co. to be implemented.
- 2.4.5 Implement each Patch approved by LS&Co. after LS&Co.’s review of the impact analysis within timeframes designated by LS&Co.
- 2.4.6 Implement roll-back procedure if the implementation of the Patch was not successful.
- 2.4.7 Correct Application errors and invalid data caused by Patch implementation.
- 2.4.8 Update user, system, operations and Service Desk documentation to reflect changes caused by implementation of the Patch.

- 2.4.9 Create and provide a summary of business-related changes caused by implementation of Patches to LS&Co.
- 2.4.10 Assist LS&Co.’s user acceptance testing process from start to finish for each implemented Patch.
- 2.4.11 Rectify any other problems that may occur associated with the implementation of the Patch (i.e., “fix when broken”), including taking appropriate action necessary to restore Applications and coordinating with LS&Co. to restart or amend production schedules.

2.5 CHANGES / ENHANCEMENTS

- 2.5.1 The capacity for Changes / Enhancement work included in the Services are set forth against each application group in Section 5 – In scope applications and Interfaces
- 2.5.2 The enhancements will cover the following types of work -
 - i. Configuration, system, data or code changes required to satisfy new business or technical requirements; extensions of existing functionality and standard COTS functionality to new or existing entities, including cross-functional and multi-Application impacted changes
- 2.5.3 Supplier will perform the below activities in accordance with LS&Co.’s processes on Changes/Enhancements:
 - (i) Process Change Requests that are initiated by Authorized Users for Enhancements in accordance with the change request management process.
 - (ii) Understand requirements, gather documents and conduct application analysis and technical design
 - (iii) Develop and test the enhancements
 - (iv) Submit the test results for approval prior to submitting the enhancement to the change management procedures
 - (v) Develop a schedule and test plan for LS&Co. approval
 - (vi) Migrate enhancements to production using the normal release management and change management procedures
 - (vii) Update all documentation on the applications for changes made with any enhancement

2.6 CONTINUOUS SERVICE IMPROVEMENT

LS&Co. – Attachment 2.3.7 – Description of Services – Information Technology Services – IT Applications Page 6

- 2.6.1 Supplier shall deliver Continual Service Improvement in the standard of performance of the Services. All Continual Service Improvement Program related activities or projects shall be fully documented in a register maintained by Supplier of all Continuous Service Improvement Program initiatives identified during the Term of this Agreement.
- 2.6.2 The governance of Continual Service Improvement Program shall be in compliance with Governance.
- (1) Quality Reviews: The scope of the Quality Reviews would include review of the Continual Service Improvement Program. These reviews are to be conducted along with the Quarterly Business Review Board's meeting every quarter. The metrics to measure the continuous improvements will be agreed upon by both parties at the end of stabilization phase.
- 2.6.3 Supplier shall ensure that quality tools shall be used for all analysis undertaken for driving improvements and measuring results, including Fishbone Diagram, C&E Matrix, PDCA, FMEA, Normality Test, CRT Tree, 1 Sample T, Correlation, Simple Linear Regression.
- 2.6.4 In addition to the detailed documentation of the analysis, Supplier shall further represent the outcome in the form of tables or graphs with clear trends, targets and thresholds.

2.7 RELEASE AND DEPLOYMENT MANAGEMENT

- 2.7.1 Release and Deployment Management includes the planning, scheduling and controlling of the movement of Releases to test and live environments. Changes are bundled, tested and signed off prior to deployment. Changes are tracked through the Configuration Management Database with pre- and post-audit of the relevant Release. All processes are to conform to ITIL definitions.
- 2.7.2 Supplier is required to contribute to the Release and deployment by ensuring it is able to support the released Supported Applications and Releases once they enter the production environment. For Releases developed by Supplier as part of Application Support and Maintenance, Supplier will be required to actively release and test these.
- 2.7.3 The goal of Release and Deployment Management is to ensure that all technical and non-technical aspects of a Release are dealt with in a coordinated approach.

2.8 PROCESS MANAGEMENT, STANDARDIZATION AND POLICIES AND PROCEDURES MANUAL

- 2.8.1 Supplier will develop and follow specific procedures during the Term, which are to be set out in the Operations Manual. This Section sets out the requirements for the Operations Manual and the process by which the Operations Manual will be finalized.
- 2.8.2 The Operations Manual will describe:
- 1)How Supplier will perform and deliver the Services under this Agreement;
 - 2)The equipment and software being used, details of the manner of record-keeping proposed to be implemented, and the documentation, (for example, operations manuals, user guides, specifications) which provide further details of such activities;
 - 3)The activities Supplier proposes to undertake in order to provide the Services, including those directions, supervision, monitoring, staffing, reporting, planning and oversight activities normally undertaken at facilities that provide services of the type Supplier will provide under this Agreement;
 - 4)To the extent not covered in this Agreement, procedures for interaction and communications between Supplier and LS&Co., covering topics such as call lists, software distribution, implementation change, problem management and escalation procedures, project priority and approval procedures, acceptance testing, quality assurance procedures and user surveys;
 - 5)The time periods that applies for the purposes of the above; and
 - 6)The procedures for interaction, communication and control of third parties in order to deliver the service management function (for example Incident Management, Problem Management).
- 2.8.3 The Operations Manual will include checkpoint reviews, testing, acceptance, and other procedures for LS&Co. to be assured of the quality of Supplier's performance.
- 2.8.4 The creation, review and finalization of the Program Procedure Manual will be completed within 3 months of steady state support.

LS&Co. – Attachment 2.3.7 – Description of Services – Information Technology Services – IT Applications Page 8

- 2.8.5 Until such time as the Operations Manual is approved by LS&Co., Supplier will perform the Services in accordance with the policies and procedures as established and existing between the Parties at the Effective Date.
- 2.8.6 Supplier will continually and at a minimum once each calendar Quarter, review and update the Operations Manual to reflect changes in the operations or procedures described in that manual. Updates of the Operations Manual will be provided to LS&Co. for review, comment and approval.

2.9 SYSTEM PERFORMANCE – AVAILABILITY AND CAPACITY MANAGEMENT

- 2.9.1 Supplier shall leverage LS&Co.’s existing tool set for application monitoring and bring in their tools and best practices based upon the feasibility and compatibility
- 2.9.2 Supplier shall monitor the Services and report on all key elements of Availability that are obtainable from the Availability Management systems.
- 2.9.3 Supplier shall analyze and maintain Availability metrics (as part of monthly reporting) to proactively predict expected levels of Availability and report anticipated breaches of defined LS&Co. targets using the current tools and the process at LS&Co.
- 2.9.4 Supplier shall understand the business requirements (the required Service Delivery), the organization’s operation (the current Service Delivery) and the IT Infrastructure (the means of Service Delivery) and ensure that all the current and future Capacity and performance aspects of the business requirements are provided cost-effectively.

2.10 DEMAND MANAGEMENT – APPLICATION ENHANCEMENTS

- 2.10.1 Supplier shall perform enhancements in accordance with the enhancement threshold effort designated for each application group as listed in Section 5 - In Scope Applications and Interfaces.
- 2.10.2 The threshold defined for an application group needs to be consumed in a month and cannot be carried forward.
- 2.10.3 On a quarterly basis, the threshold enhancement effort for each application group will be discussed, finalized, and flexed as feasible between the application groups per agreement between both parties based upon business requirements. On a monthly basis, Supplier will make every attempt on a

best effort basis by tapping into resources based on availability to flex between application groups to accommodate enhancement needs.

- 2.10.4 Any effort exceeding the overall threshold that could not be flexed between application groups needs to be budgeted separately under Application Project scope.

2.11 DOCUMENTATION – KNOWLEDGE MANAGEMENT

- 2.11.1 All functional and technical knowledge captured during transition shall be documented in System Maintenance Technical Document (SMTD) and all processes will be documented in Execution Process Document (EPD).
- 2.11.2 All new and existing documents will be stored in a centralized Repository.
- 2.11.3 Supplier shall populate the Service Desk's KEDB tool to improve the First Contact Resolution Rate of the Service Desk.

2.12 SECURITY AND ACCOUNT MANAGEMENT

- 2.12.1 Supplier will perform all activities associated with the set-up and support of Users and User administration in accordance with LS&Co.'s security model for each applicable LS&Co. region. Requests for User access shall not be processed until LS&Co. has approved such access (e.g., in accordance with LS&Co.'s designated security models).
- 2.12.2 Upon receipt of an approved request from LS&Co. to add an User to access an Application, or to delete or change the security access profile of an existing user for an Application, Supplier will:
- (1) Run such request through LS&Co.'s user access tool
 - (2) If permitted by LS&Co.'s user access tool, implement such request.
 - (3) If not permitted by LS&Co.'s User access tool, escalate such request to LS&Co. and work with LS&Co. to resolve a variance.
 - (4) If the variance is granted by LS&Co, implement such request in accordance with such variance.
- 2.12.3 Supplier will configure and administer User access groups (as defined in LS&Co.'s designated security models) and other foundation data setup required to grant access. Supplier will escalate any access groups outside LS&Co.'s security model for review and approval by LS&Co.

- 2.12.4 Supplier will perform routine User maintenance as designated by LS&Co. and in accordance with LS&Co.'s information protection policies, which includes evaluating inactive Users, terminating User accounts, and providing User count by LS&Co. business unit.

2.13 TESTING AND QUALITY ASSURANCE

- 2.13.1 Supplier will recommend the type of testing required for each enhancement during the requirement gathering phase of any enhancements and seek approval on testing requirement for each enhancement.

- 2.13.2 Based upon the type of testing required, Supplier will create test plan and test cases and assets

- 2.13.3 Provide quality products and services that meet Supplier's obligations

2.14 SERVICE COVERAGE

- 2.14.1 24X7 service coverage will be provided to all in-scope applications and interfaces.

- 2.14.2 Supplier will provide 8X7 manned support for Workday interfaces with flexibility in shifts to enable adequate manned coverage in LS&Co. business hours, along with on-call support for P1 and P2 incidents outside the coverage of manned support

2.14.3

3. APPLICATION SUPPORT AND MAINTENANCE

Supplier will be responsible for performing activities related to Application Support and Maintenance of all In-scope Applications and Interfaces as set forth in the Section 5 to Exhibit 2.3A.

Ref. ID	Principal Activities	Responsibility	
		Supplier	LS&Co.
AMS.1	APPLICATION SUPPORT & MAINTENANCE		
AMS.1.1	Application Support (Sub Function)		
AMS.1.1.1	LS&Co. End-user request tickets to be created via Service Desk		✓
AMS.1.1.2	Maintain Ticket status for in-scope Applications and Services	✓	
AMS.1.1.3	Validate all Ticket information and correct such information with end user/ Services Desk	✓	

LS&Co. – Attachment 2.3.7 – Description of Services – Information Technology Services – IT Applications Page 11

Ref. ID	Principal Activities	Responsibility	
		Supplier	LS&Co.
AMS.1.1.4	Reassigning tickets in accordance with LS&Co. policies and procedures in the event the ticket is not related to an application / Interface in scope of Supplier	√	
AMS.1.1.5	Provide analysis on customer assistance and break-fix tickets to recommend improvements	√	
AMS.1.1.6	Develop work effort planning estimate for resolution/completion of Tickets and communicate such estimate to LS&Co. via e-mail or other electronic means	√	
AMS.1.1.7	Acknowledge and Resolve all in-scope Tickets	√	
AMS.1.1.8	Coordinate, facilitate, own and drive the resolution of Tickets associated with the maintenance of in-scope Applications Services and Interfaces	√	
AMS.1.1.9	Act as a single point of contact for the maintenance of in-scope Applications, Services and Interfaces	√	
AMS.1.1.10	Release manage Tickets and communicate to LS&Co. for review and approval	√	
AMS.1.1.11	Provide end users with proper training on application functionality, application usage expected job functions for in-scope Applications		√
AMS.1.1.12	Provide previously trained end users with support and guidance, regarding the proper use and functionality of in-scope Applications	√	
AMS.1.1.13	Revise the required process and technical documents related to any change done by Supplier in the in-scope Applications and Interfaces including but not limited to the following - Functional/Technical specs, Configuration Document, End User Process Manual, User Work Guides and End user training documents. In case there is no existing documentation, creation of the document will be limited to the change implemented by Supplier	√	
AMS.1.1.14	Manage Supplier Staff providing in-scope Application maintenance so holidays, vacation or sick time do not degrade Supplier's ability to meet applicable Service Levels	√	
AMS.1.1.15	Prepare the reports listed in Exhibit 6 - reports and otherwise provided for in the Agreement	√	
AMS.1.1.16	Complete training/certification for Supplier Staff as needed in compliance with the requirements of the Master Services Agreement	√	

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Applications Page 12

Ref. ID	Principal Activities	Responsibility	
		Supplier	LS&Co.
AMS.1.1.17	<p>The below is applicable only when an LS&Co. Third Party Contractor needs to be engaged:</p> <p>For all in scope applications and interfaces, Supplier will take ownership of tickets and coordinate with LS&Co. Third Party Contractors to resolve tickets and identify and document the root cause analysis. Supplier will act as a single point of contact on the ticket during the resolution process to any external stakeholder in LS&Co. (Ex: Business) and drive any communication on the ticket status/progress/Root cause within LS&Co. for the in scope applications and interfaces.</p> <p>Any escalation to LS&Co. in case of non-co-operation from LS&Co. Third Party Contractors will follow the escalation process laid out in the Process Manual as identified during transition period.</p>	√	
AMS.1.1.18	Supplier will provide assistance to the LS&Co. Third Party Contractor for any interface incidents having dependency on the applications in scope of Supplier	√	
AMS.1.1.19	Management of escalation raised by Supplier on LS&Co. Third Party Contractor		√
AMS.1.1.20	Maintain the list of applications and interfaces in scope of Supplier in the CMDB in ServiceNow tool.	√	
AMS.1.1.21	Maintain in-scope Applications and administration roles and responsibilities in accordance with the Governance Procedures	√	
AMS.1.1.22	Attend regular status meetings as set forth in Exhibit 5 (Governance) and as otherwise required by LS&Co	√	
AMS.1.1.23	Provide assistance, cooperation and documentation to LS&Co. Third Party Contractors if requested by LS&Co, for the work related to in-scope Applications.	√	
AMS.1.1.24	Notify LS&Co. Third Party Contractors of potential maintenance/support/enhancement projects if requested by LS&Co.	√	
AMS.1.1.25	Maintain log of requested changes for future maintenance release for in-scope Applications	√	

LS&Co. – Attachment 2.3.7 – Description of Services – Information Technology Services – IT Applications Page 13

Ref. ID	Principal Activities	Responsibility	
		Supplier	LS&Co.
AMS.1.1.26	Trouble shoot and resolve tickets related to in-scope interfaces in Section 4	√	
AMS.1.2	Application Maintenance (Sub Function)		
AMS.1.2.1	Develop / resolve in-scope Application code or operational modifications as it relates to identified errors to correct problems where required	√	
AMS.1.2.2	Report Problems by opening a Ticket in accordance with LS&Co.' Problem management process	√	
AMS.1.2.3	Manage, resolve and escalate reported Problems for the in-scope Applications and databases	√	
AMS.1.2.4	Perform Root Cause Analysis for Business Outage Tickets in Priority 1 and Priority 2 in form of problem management. Root cause analysis will be done for other tickets including Priority 3 on a need basis as part of continuous improvement process	√	
AMS.1.2.5	Analyze, design, build, test and deploy planned releases to in-scope Applications and/or system enhancements in a defined process	√	
AMS.1.2.6	Update user, system, and operations documentation as necessary	√	
AMS.1.2.7	Providing workarounds as a short-term, quick fix where possible to avoid work stoppage and continue normal business operations	√	
AMS.1.2.8	Prevent production abnormal terminations for in-scope Application	√	
AMS.1.2.9	For any Data reconciliation / integrity issues, Supplier will own identification and resolution of the issue. Supplier will provide technical support to trouble shoot issues. Supplier will support LS&Co. business by providing data and reports needed for isolation of the issue. LS&Co. Business will analyze the data and reports to isolate the transaction / master data that caused the issue. If during this analysis, it is apparent that issue is a technical issue, Supplier will own identification of the root cause and fix the issue. Once the root cause of the issue is identified, Supplier will analyze if data discrepancy / reconciliation issue can be fixed using an existing business application. If issue can be fixed via business application, Supplier will	√	

LS&Co. – Attachment 2.3.7 – Description of Services – Information Technology Services – IT Applications Page 14

Ref. ID	Principal Activities	Responsibility	
		Supplier	LS&Co.
	jointly work with the Business users and will make the recommendation to LS&Co. LS&Co. will review the practical feasibility of the recommendation and will approve such recommendation. LS&Co. business users will fix the data in this case on approval. If issue cannot be fixed using a business application or if LS&Co. does not approve the recommendation of Supplier as stated above due to feasibility considerations, then Supplier will fix the data programmatically using the Change Management process with guidance from LS&Co. business users .		
AMS.1.2.10	Review the recommended solution proposed by Supplier and provide the approval for implementation of data discrepancy/reconciliation issues.		√
AMS.1.2.11	Implement any break-fix identified for in-scope Applications/Interfaces through incident management and proactive monitoring. This includes taking appropriate action necessary to restore immediate service for in-scope applications to LS&Co., including coordination with LS&Co. Third Party Contractors as required. Identification of any long term fix needed to prevent the reoccurrence of the problem/incident will be taken up as part of Problem Management. Implementation of long term fix will be prioritized by Supplier and the same will not be part of the enhancement hours.	√	
AMS.1.2.12	Analyze Incident-related Tickets for major Incidents or repeat Incidents to identify Problems and Known Errors	√	
AMS.1.2.13	Coordinate corrections through LS&Co.’s change management and release management processes	√	
AMS.1.2.14	Identify opportunities for incidents to be resolved at first level (Service Desk) and collaborate to with Service Desk	√	
AMS.1.2.15	Provide access to Supplier’s personnel to tools, workstations, software & environments owned by LS&Co. and needed by Supplier for execution of services described in this agreement		√
AMS.1.3	Application Maintenance – Preventive		
AMS.1.3.1	Identify in-scope Application performance tuning, code restructuring, and other efforts to improve the efficiency and reliability of programs and to minimize ongoing	√	

LS&Co. – Attachment 2.3.7 – Description of Services – Information Technology Services – IT Applications Page 15

Ref. ID	Principal Activities	Responsibility	
		Supplier	LS&Co.
	maintenance requirements where effort estimates fit the threshold of non-business enhancement effort		
AMS.1.3.2	Propose enhancements to improve existing performance and take them through LS&Co.'s change management process. Implement enhancements once approved by LS&Co. Effort for implementing such enhancements will be considered within the enhancement hours bucket only if the enhancement proposed is due to a change or a new business requirement, process flow or expected outcome.	√	
AMS.1.3.3	Assess opportunities to reduce (or avoid) costs associated with in-scope Application Maintenance Services	√	
AMS.1.3.4	Provide estimates of the effort for preventive maintenance	√	
AMS.1.3.5	Monitor and analyze Tickets to identify potential trends and Problems	√	
AMS.1.3.6	Review and analyze system logs and other commonly available alert and take corrective action	√	
AMS.1.3.7	Identify and assess software patches for in-scope Applications and notify LS&Co. as appropriate	√	
AMS.1.3.8	Any identified and approved patches will be implemented by Supplier as part of regular Service Request within the monthly threshold volume and the hours will not be consumed against any bucket of enhancement hours irrespective of level of effort.	√	
AMS.1.3.9	Review and approve preventative and patch Maintenance		√
AMS.1.3.10	Identify areas where preventive maintenance might be performed to improve in-scope Application efficiency, in terms of both the performance of the in-scope Application and any related maintenance effort	√	
AMS.1.3.11	Supplier will be responsible for application monitoring and alerting either by leveraging tools that LS&Co. currently owns Or bring in their tools and best practices based upon the feasibility and compatibility	√	
AMS.1.3.12	LS&Co. to assist Supplier in implementation of the Application Monitoring tools and alerts wherever necessary. Effort needed to implement any tool from Supplier will not be consumed against any enhancement bucket.		√
AMS.1.4	Maintenance - Production Control and Scheduling		

LS&Co. – Attachment 2.3.7 – Description of Services – Information Technology Services – IT Applications Page 16

Ref. ID	Principal Activities	Responsibility	
		Supplier	LS&Co.
AMS.1.4.1	Provide in-scope Application maintenance in support of the 24x7 (except during scheduled maintenance hours) production-processing schedule	√	
AMS.1.4.2	Monitor and work with the LS&Co. to update production schedules for in-scope Applications	√	
AMS.1.4.3	Update access and parameter tables contained within in-scope Applications where applicable	√	
AMS.1.4.4	Coordinate with LS&Co. for scheduling jobs	√	
AMS.1.4.5	Supplier will own the issues with respect to batch scheduling and monitoring for in scope applications. After restoring service from an unplanned outage, Supplier will insure that: <ul style="list-style-type: none"> • all batch jobs are processed/cancelled per application needs • Interface files are process per application needs • Data is restored per application needs. 	√	
AMS.1.4.6	Assist LS&Co. with scheduling, black-out recovery, job balancing, and production output monitoring for completion and correctness, and monitoring exception logs	√	
AMS.1.4.7	Review production output for correctness for in-scope Applications	√	
AMS.1.4.8	Support production staffs to adapt operational processes and procedures	√	
AMS.1.4.9	Inform Supplier of planned changes to LS&Co. Equipment, LS&Co. Software and LS&Co.'s network that could impact the in-scope Applications		√
AMS.1.4.10	Assist in forecasting network requirements and bandwidth / capacity for in-scope Applications		√
AMS.2	Application Enhancements		
AMS.2.0	Unless otherwise instructed by LS&Co., Supplier shall perform the following for in scope applications and within the cumulative effort of enhancement threshold as present in Section 5 of this proposed description of Services. <ul style="list-style-type: none"> - If Cumulative effort of Enhancement threshold agreed upon monthly budgeted effort exceeds the documented in Section 5, then it should be taken 	√	

LS&Co. – Attachment 2.3.7 – Description of Services – Information Technology Services – IT Applications Page 17

Ref. ID	Principal Activities	Responsibility	
		Supplier	LS&Co.
	thru LS&Co. Application Project Work		
AMS.2.1	Planning		
AMS.2.1.1	Provide business requirements		✓
AMS.2.1.2	Develop the functional and technical specifications	✓	
AMS.2.1.3	Estimate effort required by Supplier to complete the enhancement. For any third party involvement, requirements/dependencies and due date would be passed on to them.	✓	
AMS.2.1.4	Develop high level design, functional and technical design as appropriate	✓	
AMS.2.1.5	Prepare schedule for development, testing and release to production	✓	
AMS.2.1.6	Review and approve key enhancement deliverables including but not limited the estimates proposed by Supplier for that enhancement		✓
AMS.2.2	Build		
AMS.2.2.1	Review & approve functional specifications and high level data specifications		✓
AMS.2.2.2	Develop software using LS&Co. approved tools	✓	
AMS.2.2.3	Configure in-scope Applications	✓	
AMS.2.2.4	Construct software for in-scope Applications	✓	
AMS.2.2.5	Draft cut over plan, as necessary	✓	
AMS.2.2.6	Prepare back out / rollback plan	✓	
AMS.2.2.7	Develop data conversion plan, as required	✓	
AMS.2.2.8	Adhere to the information security requirements per LS&Co. Global Information Security Policy	✓	
AMS.2.2.9	Conform to LS&Co.'s Standards, including user interface, machine interface, and programming standards (for example, GUI, EDI and IP) for Application Maintenance	✓	
AMS.2.2.10	Provide necessary access and permission to Supplier for using the existing LS&Co. infrastructure for enhancements.		✓
AMS.2.2.11	Provide software development licenses for enhancements		✓

LS&Co. – Attachment 2.3.7 – Description of Services – Information Technology Services – IT Applications Page 18

Ref. ID	Principal Activities	Responsibility	
		Supplier	LS&Co.
AMS.2.2.12	Provide access and continue using the existing source control tools at LS&Co		✓
AMS.2.3	Testing		
AMS.2.3.1	Develop Test Plans	✓	
AMS.2.3.2	Develop Unit Test cases	✓	
AMS.2.3.3	Develop Integration and System Testing Test cases whenever applicable	✓	
AMS.2.3.4	Review and approval of test plans and test cases		✓
AMS.2.3.5	Execute test cases/scripts, with documented evidence (screen prints and/or reports)	✓	
AMS.2.3.6	Execute integration and system test cases when applicable (determined at the sole discretion of LS&Co.).	✓	
AMS.2.3.7	Execute Regression and Performance test cases when applicable (determined at the sole discretion of LS&Co.).	✓	
AMS.2.4	User Acceptance Testing		
AMS.2.4.1	Provide test plans, test cases, and test scripts (created as part of Integration Testing) for user acceptance testing	✓	
AMS.2.4.2	Supplier will develop and document UAT test cases based on the Integration and System Testing test cases Any new test cases as required by Business and not covered as part of Integration and System test cases need to be identified by Business Users The primary ownership of UAT execution will lie with business All UAT test cases will be reviewed and approved by LS&Co.	✓	
AMS.2.4.3	Create test data required by LS&Co. to perform UAT		✓
AMS.2.4.4	Assist the business of LS&Co. in execution of UAT test cases, as required	✓	
AMS.2.4.5	Execute UAT scripts		✓
AMS.2.5	Training applicability based on mutual agreement between Supplier and LS&Co.		

LS&Co. – Attachment 2.3.7 – Description of Services – Information Technology Services – IT Applications Page 19

Ref. ID	Principal Activities	Responsibility	
		Supplier	LS&Co.
AMS.2.5.1	Update existing training material, which includes training materials covering Applications in scope	√	
AMS.2.5.2	Perform training of Key / Super users where necessitated by the change	√	
AMS.2.5.3	Perform end user training where Key / Super users have been trained		√
AMS.2.6	Deployment and Implementation		
AMS.2.6.1	Coordinate release activity, sequence of events with LS&Co.'s quality assurance group and LS&Co.'s application services group	√	
AMS.2.6.2	Develop and communicate release deployment plan and roll back plan for any changes and bug fixes for in-scope Applications and Interfaces	√	
AMS.2.6.3	Migrate data load scripts, reports and stored procedures; request scheduling of batch jobs, confirm completion of batch jobs, and take appropriate corrective action, if needed	√	
AMS.2.6.4	Review and approve implementation plans		√
AMS.2.6.5	Communicate the implementation plan to all parties participating in the implementation	√	
AMS.2.6.6	Communicate implementation timing and other relevant information to business and end users.	√	
AMS.2.6.7	Confirm successful execution of implementation; including all data migration and initial batch job execution.	√	
AMS.2.6.8	Promote to Production	√	
AMS.2.6.9	Provide go-live support	√	
AMS.2.6.10	Manage and maintain Applications during Stabilization Period	√	
AMS.2.7	Support for Project Work		
AMS.2.7.1	Request assistance from Supplier in Projects.		√
AMS.2.7.2	Render support to Application Projects team for any Projects as agreed upon during the Project Initiation phase. Any such assistance provided by Supplier should be identified during the Project initiation phase and budgeted separately against Production Support bucket.	√	
AMS.2.7.3	Supplier will start supporting the projects post Go Live after the post Go Live support period of the Project team is complete and defined exit criteria for a Project to Support cutover is met.	√	

LS&Co. – Attachment 2.3.7 – Description of Services – Information Technology Services – IT
 Applications Page 20

Ref. ID	Principal Activities	Responsibility	
		Supplier	LS&Co.
AMS.3	CROSS FUNCTIONAL		
AMS.3.1	Service Reporting		
AMS.3.1.1	Capture data required to support Service Levels and operational metrics	√	
AMS.3.1.2	Submit agreed upon performance reports as defined in Exhibit 6 – Reports	√	
AMS.3.1.3	Report on identified performance improvements	√	
AMS.3.1.4	Produce monthly scorecard	√	
AMS.3.1.5	Facilitate publication meeting to review performance in accordance with Exhibit 6 – Governance	√	
AMS.3.1.7	Review scorecard – LS&Co. supplier management reviews data and provides feedback on any issues		√
AMS.3.1.8	Enablement of fields to measure the agreed service levels		√
AMS.3.2	Compliance / Quality		
AMS.3.2.1	Maintain and enhance the quality assurance documents to ensure that Application Maintenance & Support services are performed in an accurate and timely manner and in compliance with LS&Co.’s required audits within permissible limits (once a year).	√	
AMS.3.2.2	Ensure that consistent processes for delivery of services and documentation are followed across all teams	√	
AMS.3.2.3	Establish and follow rules and guidelines for creation and maintenance of technical documentation	√	
AMS.3.3	Security		
AMS.3.3.1	Supplier will follow the security policies of LS&Co. and act on any reported violations.	√	
AMS.3.3.2	All Security Policies and procedures to be shared with Supplier during transition.		√
AMS.4.	Leadership and General Management		
AMS.4.1	Work with LS&Co. to establish medium to long term strategy for service evolution	√	
AMS.4.2	Establish policies and procedures for the service provided by Supplier	√	
AMS.4.3	Comply with established policies and procedures	√	
AMS.4.4	Ensure only approved work is executed by vendor	√	

LS&Co. – Attachment 2.3.7 – Description of Services – Information Technology Services – IT Applications Page 21

Ref. ID	Principal Activities	Responsibility	
		Supplier	LS&Co.
AMS.4.5	Provide technical leadership and direction	✓	
AMS.4.6	Provide leading practices where applicable	✓	
AMS.4.7	Build medium to long term skill level demand forecasts for operational as well as project/ enhancement work	✓	
AMS.4.8	Maintain end user satisfaction with IT services	✓	
AMS.4.9	Assure compliance with all Agreement terms and conditions	✓	
AMS.4.10	Support / implement continuous improvement opportunities	✓	
AMS.4.11	Administer issue, risk and governance processes in control of Supplier	✓	
AMS.4.12	Work closely with Supplier to mitigate risks / issues pertaining to LS&Co. Third Party Contractors		✓
AMS.4.13	Provide timely reporting in the delivery of services	✓	
AMS.4.14	Generate monthly invoice for Supplier Services	✓	
AMS.5	DEMAND MANAGEMENT AND CAPACITY PLANNING for Application Enhancements		
AMS.5.1	Demand Planning		
AMS.5.1.1	Develop Annual Plan/Budget for year		✓
AMS.5.1.2	Supplier to define a process for demand Forecast Planning on a defined periodic basis for enhancements to be performed in each application group. LS&Co. will provide the inputs required to Supplier on the future enhancements as per the defined process.	✓	
AMS.5.1.3	The list of enhancements and the priority will be determined by LS&Co. and shared to Supplier		✓
AMS.5.1.4	Participate in Annual Plan / Budget for year and quarterly forecast plan	✓	
AMS.5.1.5	Participate in the documentation and communication of annual plan/Budget	✓	
AMS.5.1.6	Review plan prepared by Supplier monthly and quarterly and communicate changes		✓
AMS.5.1.7	Project Teams will prioritize and approve enhancements and required modifications		✓
AMS.5.1.8	Notify requester and Supplier of approval or rejection		✓

LS&Co. – Attachment 2.3.7 – Description of Services – Information Technology Services – IT Applications Page 22

Ref. ID	Principal Activities	Responsibility	
		Supplier	LS&Co.
AMS.5.1.9	Supplier will assist LS&Co. with estimation for any business events planned in the quarter	✓	
AMS.5.2	Capacity Planning		
AMS.5.2.1	Align Supplier's resource capacity with forecasted demand and any adjustments communicated by LS&Co. for unplanned enhancements. Any unplanned enhancement will be catered to by Supplier on a best effort basis. If the enhancement requires additional resources for implementation, a lead of time 1 month is required by Supplier to onboard the resource.	✓	
AMS.5.2.2	Develop capacity plan and staffing plan to support forecasted demand plan in resources and skills	✓	
AMS.5.2.3	Maintain appropriate skills at all times as per plan agreed between LS&Co. and Supplier based on monthly/quarterly forecasts and for any unplanned enhancements that is communicated by LS&Co. to Supplier which was not available during the forecast timeline. Any unplanned enhancement will be catered to by Supplier on a best effort basis. If the enhancement requires additional resources for implementation, a lead of time 1 month is required by Supplier to onboard the resource.	✓	
AMS.5.2.4	Provide estimates for capacity consumption and out-of-scope projects	✓	
AMS.5.2.5	Review and approve the capacity plan and staffing plan		✓
AMS.5.2.6	Review capacity plan and staffing plan periodically and communicate changes	✓	

LS&Co. – Attachment 2.3.7 – Description of Services – Information Technology Services – IT Applications Page 23

MASTER SERVICES AGREEMENT*

By and Between

Levi Strauss & Co.,

And

Wipro Limited

November 7, 2014

**Exhibit 2
Description of Services**

Attachment 2.3.7-A

**Description of Services – Information Technology Services
IT Applications - Applications in Scope**

* Certain information in this exhibit has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions marked with [****]*.

LEVI STRAUSS & CO			Appendix A													
Appendix A																
Application Portfolio - Application Support																
[****]*	[****]*															
[****]*	[****]*															
[****]*	[****]*															
Application Group	Function	App Suite	Application / Module	Criticality	Complexity	Global App	Regional App (If applicable)			Scope of Support	Brief Description of Application Functionality	O/S	Languages	Number of Users	Support Level	Language Support
								[****]*	[****]*	[****]*	[****]*					
ALL	Interfaces	Interfaces	Interface Controls	L	M	X				Application Support	Web app used in command center to track interface status for major interfaces	MS/SQL Server	[****]*	10	Level 2 Support	
Corp & Bl	Corp & Bl		AR Portal	M	M				X	Application Support	Internally hosted web based portal to transmit, view and manage the different AR Documents with Customers in APD	WIN 2008 SP2 IIS 7.0 SQL Server 2008 64 bit (SP2)	[****]*	150-200	Level 2 Support	
Corp & Bl	Content Management	[****]*	[****]*	M	M	X				Application Support	File Management Application which stores content/data to support different processes (logistics, payroll, SSC)				Level 2 Support	
Corp & Bl	Finance		[****]*	M	M	X				Application Support	System where Royalty payments are processed			10	Level 2 Support	
Corp & Bl	Finance	[****]*	CAPA (Cost Accounting & Profitability Analysis)	M	M				X	Application Support	Product (Std) Costing	HP3000	[****]*	5	Level 2 Support	
Corp & Bl	Finance	[****]*	[****]*	H	M				X	Application Support	LSC Financial System - Accts Payable / General Ledger (APGL)	Wintel	[****]*	20	Level 2 Support	
Corp & Bl	Corp & Bl	[****]*	[****]*							Application Support	Master data management tool which can be used for both [****]* and non-[****]* applications.	Windows Server 2008 64 bit	[category to which [****]* suite of products belongs] spans multiple services, including [****]* and developer tools, integration services, business intelligence, collaboration, and content management. [****]* depends on open standards such as [****]*	~10	Level 2 Support	
Corp & Bl	Corp & Bl	[****]*	[****]*				X			Application Support						
Corp & Bl	Corp & Bl		[****]*	H	M				X	Application Support	Datawarehouse for [****]*	Windows	[****]*	200	Level 2 Support	
Corp & Bl	Corp & Bl	[****]*	FDM - Financial Data Management	H	H	X				Application Support	Purpose-built ETL (extract,transform,load) tool for [****]* products. At LSCO, this is specifically used for loading data to [****]*. Until the deployment of the HOP1 project in FY14, it also loaded data to Hyperion Essbase.	Windows Server 2008 64 bit	[category to which [****]* suite of products belongs] spans multiple services, including [****]* and developer tools, integration services, business intelligence, collaboration, and content management. [****]* depends on open standards such as [****]*	-118	Level 2 Support	

Corp & BI	Corp & BI	Content Management	[****]*	M	M		X			Application Support	File Management Application which stores content/data to support different processes (logistics, payroll, SSC)	Windows Server 2008 6.1 build 7601 Service Pack 1 Windows Server 2008 R2 6.1 build 7601 Service Pack 1 x86	Unknown (since it's a vendor code)	75-150	Level 2 Support
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Corp & BI	Corp & BI	[****]*	[****]* Financial Management		H	H	X			Application Support	Global financial translation and consolidation application for LSCO statutory reporting.	Windows Server 2008 64 bit	[****]* (category to which [****]* suite of products belongs) spans multiple services, including [****]* and developer tools, integration services, business intelligence, collaboration, and content management. [****]* depends on open standards such as [****]*.	~235	Level 2 Support	
Corp & BI	Corp & BI	Hyperion	HFR - Hyperion Financial Reporting		H	M	X			Application Support	Reporting tool for Hyperion suite of products, including HFM and Essbase.	Windows Server 2008 64 bit	Oracle Fusion Middleware "OFM" (category to which Hyperion suite of products belongs) spans multiple services, including Java EE and developer tools, integration services, business intelligence, collaboration, and content management. OFM depends on open standards such as BPEL, SOAP, XML and JMS.	~486	Level 2 Support	
Corp & BI	Corp & BI	Hyperion	Hyperion (Essbase)		H	H	X			Application Support	Multidimensional database management system (MDBMS) that provides a multidimensional database platform upon which to build analytic applications	Windows Server 2008 64 bit		~250	Level 2 Support	
Corp & BI	Corp & BI	DWH	NXPDC		M	L			X	Application Support	This is actually Non Xpert Point of Sale Data Conversion tool (NXPDC) to capture non Raymark store data feeds/transactions	Win2003 (By July it will be upgraded to Win2008)	Languages Supported = English DB = SQL Server 2005 (Will be upgraded to 2008R2 by Jun'14)	No direct users for this application. It is a middleware. The output of the application is consumed by DWH and SAP	Level 2 Support	
Corp & BI	Corp & BI		Winshuttle	M	M	X				Application Support	Automation Application to upload/download data into SAP	Windows 2008	ABAP+ WS Vendor Code	100-150	Level 2 Support	
eCommerce	eCommerce		Endeca	H	M	X				Application Support	Search engine w/ filtering	Linux	Java	LSE Consumers	Level 2 Support	
eCommerce	eCommerce		Interfaces between eCommerce and SAP	H	M				X	Application Support	Interfaces support for AMA, Sales and Stock movement at end of day for stores from eCommerce to SAP (Not on Sterling Commerce)					
eCommerce	eCommerce		Hybris - SAP	H	M					X	Application Support	DevOps, perform releases in non-prod environment such as Dev to QA to Pre-prod environments				
eCommerce	eCommerce	SAP	Hybris - SAP	H	M					X	Application Support	eCommerce Platform (additional information provided on the eCommerce Information tab)	Linux	Java	LSE Consumers	Level 2 Support
Global Supply Chain	Global Supply Chain	Manufacturing	Andromeda	H	H	X				Application Support	Shop Floor System for O&O Manufacturing and Finishing centers	Windows Server/Windows Client	C#, Sql Server	400+	Level 2 Support	
Global Supply Chain	Global Supply Chain	WMS	ANZ VCE	H	M				X	Application Support	Warehouse management	Win 7	VB/ SQL		Level 2 Support	

Global Supply Chain	Global Supply Chain	LSC Bespoke	AS400 - WMS	H	M			X		Application Support	[LSC]* Warehouse Mgt System (WMS) value added service	OS 400 Win 7	RPG 400 / DB 400 VB/ SQL		30	Level 2 Support
Global Supply Chain	Global Supply Chain	VAS	Australia StarTrack	H	M				X	Application Support	Inbound Packing, Shipping	Windows Server/Windows Client	C#, Sql Server			Level 2 Support
Global Supply Chain	Global Supply Chain	Inbound Logistics	CARTS	H	H	X				Application Support	Shipment Tracking, Shipment Creation	Windows Server	Javascript/Sql Server	800+		Level 2 Support
Global Supply Chain	Global Supply Chain	Inbound Logistics	CARTSWeb	H	H	X				Application Support	[****]* Data Warehouse	Win/Intel	[****]*		75	Level 2 Support
Corp & BI	Corp & BI	[****]*	[****]*	M	M			X		Application Support	Unit sorter for order fulfillment at [****]* and [****]* based distribution facilities	Sun OS	[****]*	300+		Level 1 support (onsite) Level 2 & 3 are vendor supported
Global Supply Chain	Global Supply Chain	[****]*	[****]*	H	H			X		Application Support	Wave Planning and Replenishment tool for warhouse operations.	Windows Server	[****]*		50	Level 2 Support
Global Supply Chain	Global Supply Chain	[****]*	[****]*	H	H			X		Application Support	Reporting tool for warehouse operations. 3 implementations, [****]*	Windows Server	[****]*	100+		Level 2 Support
Global Supply Chain	Global Supply Chain	[****]*	[****]*	H	H	X				Application Support	Commercial sample development process and order management	Windows	[****]*		50	Level 2 Support
Global Supply Chain	Global Supply Chain	[****]*	[****]*	H	H	X				Application Support	Vendor access to Tech Pack, components, specifications, reference documents, and Licensee upload	Windows	[****]*		250	Level 2 Support

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LS&Co. - Exhibit 2 - Description of Services

Global Supply Chain	Global Supply Chain	[****]*	[****]*	H	H	X				Application Support	Raw material and product costing	Windows	[****]*	191	Level 2 Support
Global Supply Chain	Global Supply Chain	[****]*	[****]*	H	H	X				Application Support	Concept Development, Line Planning, Material Development, Color Development, Lab dip Management, Specifications Development, Costing, Reporting for all Brands	Windows	[****]*	1050	Level 2 Support
Global Supply Chain	Global Supply Chain	[****]*	[****]*	H	M			X		Application Support	Customer [****]* Transactions	HP3000	[****]*	20 Accts	Level 2 Support
Global Supply Chain	Global Supply Chain	[****]*	[****]*	H	M				X	Application Support	Maintains size distribution profiles to support calculation of size level Forecast from Product Level Forecast, Tightly Integrated to [****]*, shares [****]* database	Front End = Windows 7 Backend HPUX/Oracle	[****]*	~30	Level 2 Support
Global Supply Chain	Global Supply Chain	[****]*	[****]*	H	M					Application Support	Tool used by [LSE]* distribution centers to produce and print Customs declaration forms, invoices etc	Windows Server	[****]*	20	Level 2 Support
Global Supply Chain	Global Supply Chain	[****]*	[****]*	H	M					Application Support	Tool used by [****]* distribution centers to process return merchandise	Windows Server	[****]*	20	Level 2 Support
Global Supply Chain	Global Supply Chain	[****]*	[****]*	M	M					Application Support	Tool used by [****]* distribution centers to process "Value Added Services" i.e.Labels, Price tickets, Special Instructions etc	Windows Server	[****]*	200+	Level 2 Support
Global Supply Chain	Global Supply Chain	[****]*	[****]*	H	H	X				Application Support	Concept Development, Line Planning, Material Development, Color Development, Lab dip Management, Specifications Development, Vendor Portal, Costing, Reporting	Windows	[****]*	1200	Level 2 Support
Global Supply Chain	Global Supply Chain	[****]*	[****]*	M	L			X		Application Support	Account Planning / Corporate Forecasting tool.	WinTel	[****]*	20	Level 2 Support
Global Supply Chain	Global Supply Chain	[****]*	[****]*	M	M	X				Application Support	Product Integrity/Quality reporting and tracking	Windows Server	[****]*	600+	Level 2 Support
Global Supply Chain	Global Supply Chain	[****]*	[****]*	M	M	X				Application Support	Source of Record for Product Attributes, Attribute Values, and Master Product Hierarchies.	Windows Server	[****]*	5	Level 2 Support
Global Supply Chain	Global Supply Chain	Demand Planning	[****]*	M	M				X	Application Support	Assortment, replenishment, allocation demand planning	win7	[****]*	~70	Level 2 Support
Global Supply Chain	Global Supply Chain	[****]*	[****]*	H	M				X	Application Support	Warehouse management	win 7	[****]*		Level 2 Support
Global Supply Chain	Global Supply Chain	[****]*	[****]*	H	H				X	Application Support	Order to Cash / Master Files / Accr Receivables/ Inventory	HP3000	[****]*	75	Level 2 Support
Global Supply Chain	Global Supply Chain		[****]*							Application Support	Warehouse management system used in Northampton, System of record for inventory. Controls all receiving and order fulfillment activities within the warehouse, including putaway, picking, packing, carton labeling and trailer loading.	QNX	[****]*	200	Level 2 Support
Global Supply Chain	Global Supply Chain	[****]*	[****]*	M	M				X	Application Support	Maintains production routing and leadtimes, Tightly Integrated to Manugistics, shares [****]* database	Front End = Windows 7 Backend HPUX/Oracle	[****]*	~50	Level 2 Support
Global Supply Chain	Global Supply Chain	[****]*	[****]*	M	H				X	Application Support	Maintains size distribution profiles to support calculation of size level Forecast from Product Level Forecast,	Front End = Windows 7 Backend HPUX/Oracle	[****]*	~50	Level 2 Support
Global Supply Chain	Global Supply Chain	[****]*	[****]*	H	H				X	Application Support	Warehouse management system used in [****]* and [****]* facilities, System of record for inventory. Controls all receiving and order fulfillment activities within the warehouse, including putaway, picking, packing, carton labeling and trailer loading.	QNX	[****]*	400	Level 2 Support

Global Supply Chain	Global Supply Chain	[****]*	[****]*	H	M			X		Application Support	Forecast Calculations Product to Size, Finished Goods inventory planning, Safety Stock Calculations, Forecast consumption, Production planning, Production Issuance	HP/UX / Oracle	[****]*		Level 2 Support
Global Supply Chain	Global Supply Chain	[****]*	[****]*	H	M			X		Application Support	Finished Goods inventory planning, Safety Stock Calculations, Forecast consumption including prepack and Breakpack consumption, Inventory Deployment and cross docking Calculations, Size level productions plans to SAP ATP processing,	HP/UX / Oracle	[****]*	Limited direct users, mostly batch processing and data generation - Information in DB and results of various calculations are used many business processes -	Level 2 Support
Global Supply Chain	Global Supply Chain	[****]*	[****]*	H	M			X		Application Support	Calculates Constrained Size level Production orders for ATP	HP/UX / Oracle	[****]*		Level 2 Support
Global Supply Chain	Global Supply Chain	[****]*	[****]*	H	M			X		Application Support	Forecast Calculations Product to Size, Account Level Forecast Management, Forecast Accuracy capture product/size/account,	HP/UX / Oracle	[****]*		Level 2 Support
Global Supply Chain	Global Supply Chain	[****]*	[****]*	H	M			X		Application Support	Supply planning on [****]*	win7/Unix/Citrix	[****]*	~ 300 (SP, logistics, CP,SSM)	Level 2 Support
Global Supply Chain	Global Supply Chain	[****]*	[****]*	H	M			X		Application Support	Forecast Calculations Product to Size, Forecast Accuracy capture product/size/account, Finished Goods inventory planning, Safety Stock Calculations, Production planning, Production Issuance	HP/UX / Oracle	[****]*		Level 2 Support

Global Supply Chain	Global Supply Chain	[****]*	[****]*	M	L			X		Application Support	Maintains size distribution profiles to support calculation of Size level Forecast from Product Level Forecast, Maintains production routing and leadtimes, Tightly Integrated to Manugistics, shares LS Canada manu database	Front End = Windows 7 Backend HPUX/Oracle	[****]*	~10	Level 2 Support
Global Supply Chain	Global Supply Chain	[****]*	Order issuance System	M	L			X		Application Support	Contract Sizing / Order Issuance	Wintel	[****]*	10	Level 2 Support
Global Supply Chain	Global Supply Chain										Manage interfaces between components of WMS and external systems. Handles file traffic to/from WMS and CARTS/SAP. Provides integration between the apps within the WMS for Prepack manufacturing and for Consolidation orders. Creating and managing internal work orders that are not SAP provided.				
Global Supply Chain	Global Supply Chain	WMS	ORION	H	M			X		Application Support	Windows Server	C#	400	Level 2 Support	
Global Supply Chain	Global Supply Chain	PI	PIWeb (Backend Support only - Oracle, SQL Server, SAS)	M	M	X				Application Support	Product Integrity/Quality reporting and tracking	Windows Server	Javascript/HTML/SAS	600+	Level 2 Support
Global Supply Chain	Global Supply Chain	Red Prairie	Red Prairie (Henderson, NV)	H	H			X		Application Support	Warehouse management system used in Henderson NV System of record for inventory. Controls all receiving and order fulfillment activities within the warehouse, including putaway, picking, packing, carton labeling and trailer loading.	Windows Server	Mixed (Java, C#, Mocha, SQL)	250	Level 1 and Level 2 support
Global Supply Chain	Global Supply Chain	Red Prairie	Red Prairie (San Martine, MX)	H	H			X		Application Support	Warehouse management system used in San Martine, MX System of record for inventory. Controls all receiving and order fulfillment activities within the warehouse, including putaway, picking, packing, carton labeling and trailer loading.	Windows Server	Mixed (Java, C#, Mocha, SQL)	100	Level 2 Support

Global Supply Chain	Global Supply Chain	WMS	SageX	H	H		X			Application Support	Manage automated material handling equipment in CASI Warehouse. Component of CASI WMS. Working in close integration with MANDATE, controls conveyors, storage units and other MHE within the warehouse. PC-based control system used in lieu of the more conventional PLC systems	QNX	ANSI C	400	Level 2 Support Level 1 onsite
Global Supply Chain	Global Supply Chain	Manugistics	SMART - Shipments Modify Analysis Review Tool	M	M		X			Application Support	Modification of deployment orders to Carts. Tighty Integrat to Manugistics, shares manu database	Front End = Windows 7 Backend HP/UX/Oracle	Excel VP for Applications	8	Level 2 Support
Global Supply Chain	Global Supply Chain	PI	Source Audit Report (SAR) >> (Backend Support only - SQL Server, SAS)	M	L	X				Application Support	Product Integrity/Quality reporting and tracking Module	Windows Server	Javascript/HTML/SAS	600+	Level 2 Support
Global Supply Chain	Global Supply Chain		STARTRACK					X		Application Support	Order Management and high level inventory management for CASI CSC. Component of CASI WMS. Receives customer orders from SAP, matches to inventory, cartonizes and prepares work for the warehouse. Reports inventory and order fulfillment activity to upstream systems.	Unix (Currently HP UX) migrating to Linux SUSE	C++	100	Level 2 Support
Global Supply Chain	Global Supply Chain	LSC Bespoke	Styleman	H	M			X		Application Support	Direct Procurement / Contract Tracking	Unix	Progress / Oracle	10	Level 2 Support
Global Supply Chain	Global Supply Chain	Tekconsole	Tekconsole	H	H			X		Application Support	Used to operate handheld scanners in our distribution centers	Windows		50	Level 2 Support
Global Supply Chain	Global Supply Chain	WMS	TranMan	H	H		X			Application Support	Outbound Transportation management for CASI CSC. Component of CASI WMS. Plans and manages outbound transportation activities including carrier management and routing, load planning and capacity, load completion and reconciliation. Generates all required documentation	Unix (Currently HP UX) migrating to Linux SUSE	C++	100	Level 2 Support
Global Supply Chain	Global Supply Chain	******	******	H	M			X		Application Support	1. Printing of customer specific form (Price tag, Delivery Summary , Carrier Data form , ASN, Customer Invoice) and 2. send customer specific EDI (Invoice , Confirmation) 3. Finance reconciliation (A/R Reconciliation) 4. Data interface to Sigma SAP	win7	******	- 10	Level 2 Support

Global Supply Chain	Global Supply Chain	[****]*	[****]*	M	L	X				Application Support	Product Integrity/Quality reporting and tracking Module	Windows Server	[****]*	600+	Level 2 Support
Global Supply Chain	Global Supply Chain	[****]*	[****]*	H	L			X		Application Support	UVM / UPC printing	Wintel	[****]*	5	Level 2 Support
Global Supply Chain	Global Supply Chain	Manufacturing	[****]*	L	L				X	Application Support	Material Utilization and Optimization reporting and data entry	Front End = Windows 7 Backend HPUX/Oracle	[****]*	50+	Level 2 Support
Global Supply Chain	Global Supply Chain	[****]*	[****]*	H	M	X				Application Support	Specifications Development, TechPack Generation for product manufacturing sourcing	Windows	[****]*	40	Level 2 Support
Global Supply Chain	Global Supply Chain	WMS	[****]*	H	M				X	Application Support	Picking function for [****]* DC	WinXP/Win7	[****]*	-15	Level 2 Support

Global Supply Chain	Global Supply Chain	WMS	[****]*	H	M			X	Application Support	This is a front-end application to the [****]* warehouse control system. It processes the interface data, prepares for upload to Mandate, and creates the picking waves. [****]*	Windows Server	[****]*	75	Level 2 Support
Global Supply Chain	Global Supply Chain	MHE	[****]*	H	M		X		Application Support	Warehouse Control System Interfacing to [****]*	WinXP	[****]*	100	Level 1 and Level 2 for infrastructure components. Vendor support for L2 Apps.
Global Supply Chain	Global Supply Chain	MHE	[****]*	H	M		X		Application Support	Warehouse Control System Interfacing to [****]*	WinXP	[****]*	100	Level 1 and Level 2 for infrastructure components. Vendor support for L2 Apps.
Global Supply Chain	Global Supply Chain	MHE	[****]*	H	M		X		Application Support	Warehouse Control System Interface to [****]*. Shipping Controls	WinXP	[****]*	100	Level 1 and Level 2 for infrastructure components. Vendor support for L2 Apps.
Global Supply Chain	Global Supply Chain	WMS	Workload Management	H	H		X		Application Support	Order Management and high level inventory management for [****]* CSC. Component of [****]* WMS. Receives customer orders from SAP, matches to inventory, cartonizes and prepares work for the warehouse. Reports inventory and order fulfillment activity to upstream systems.	Unix (Currently HP UX) migrating to Linux SUSE	[****]*	100	Level 2 Support
Retail	Retail	POS	[****]*	M	M		X		Application Support	Collect other brand sales data in dept store	Window Server	[****]*		Level 2 Support
Retail	Retail	CRM	CRM Campaign Module	M	M		X		Application Support	Tool to support marketing campaign targeting VIP members. The application allows creating and maintaining mass communication to VIP members	Win2008	[****]*	Internal users: 26	Level 2 Support
Retail	Retail	CRM for [****]*					X		Application Support	[****]*				Local Language support required
Retail	Retail	CRM	CRM Loop Websites	M	L		X		Application Support	Websites to support CRM or VIP membership program in [****]*. The application allows members to check their purchase history or points accumulated or update their personal profile and in some markets do online redemption for gifts using points accumulated.	Win2008	[****]*	VIP members: 3036886 Internal users: 81	Level 2 Support
Retail	Retail	CRM	CRM Reports	M	L		X		Application Support	CRM or VIP Member analysis reports	Win2003	[****]*	Users: 20	Level 2 Support
Retail	Retail		Division Booking System	M	L		X		Application Support	Seasonal booking, web replenishment ordering	Win2003	[****]*	Users: 229	Level 2 Support

Retail	Retail	SharePoint	Retail Bulletin Board [****]*	M	M			X		Application Support	A share point tool extended to stores that is used for communication or sharing contents (like promotion initiation or training guide)	Win2008	[****]*	1,500+	Level 2 Support
Retail	Retail	Retail	RSDB - Retail Store Database [****]*	L	L			X		Application Support	Retail store management system	Terminal Server: Win 2008 DB Server: Linux	[****]*	350+	Level 2 Support
Retail	Retail		SMS	L	L			X		Application Support	Retail store footfall counter	Terminal Server: Win 2008 DB Server: Sq 2008		500+	Level 2 Support
Retail	Retail	POS	WebPOS >> [****]* - Backoffice included)	H	M			X		Application Support	Web based point of sale system used in [****]*	Window 7	[****]*	-150	Level 2 Support
Retail	Retail	POS	[****]*	M	M			X		Application Support	Local POS				Level 2 Support
Retail	Retail	POS	[****]*	M	M			X		Application Support	Local POS				Level 2 Support
Retail	Retail	POS	[****]*	M	M			X		Application Support	Local POS				Level 2 Support
Retail	Retail	POS	[****]*	M	M			X		Application Support	Local POS				Level 2 Support
Corp & BI	Corp & BI		VMI SAS technical support (administration)							Application Support	VMI SAS technical support (administration) and support required for SQL server boxes which are feeding data to Hyperion				
Corp & BI	Corp & BI		Hyperion Tax Provision							Application Support	Hyperion Tax Provision support				
Global Supply Chain	Global Supply Chain	Manufacturing	GEMS	M	L			X		Application Support	Packaging tracking app for compliance				Level 2 Support
Wholesale	Wholesale	Aworkbook	Digital Linebook (Aworkbook)	M	L			X		Application Support	Digital Linebook				Level 2 Support
Global Supply Chain	Global Supply Chain	Manugistics	IPS (Inventory, Production, Sales)	M	M			X		Application Support	Pulls together sales, inventory and production actuals and forecasts. Used to determine production adjustments to better align supply and demand	Windows Server	SQL Server, SAS, Excel/VB	30-40	Level 2 Support
Global Supply Chain	Global Supply Chain	Manugistics	PAR (Product Availability Reporting)	M	M			X		Application Support	This provides different views of a time-phased replenishment plan at the product and / or size levels. Used for product availability reporting and production decisions	Windows Server	Oracle, Stored Procedures, VS.Net	30	Level 2 Support
Global Supply Chain	Global Supply Chain		Kronos	M	M			X		Application Support	time Management				Level 2 Support
Global Supply Chain	Global Supply Chain		Maui					X		Application Support					Level 2 Support

Expecting 100 tickets/month from these applications

Global Supply Chain	Global Supply Chain		WMS Lite				X		Application Support				Level 2 Support	
Global Supply Chain	Global Supply Chain	PI	Garments Seconds Analysis (GSA) - Backend Support	M	M			X		Application Support			Level 2 Support	
Global Supply Chain	Global Supply Chain		Excel PO Upload Tool	M	L			X		Application Support			Level 2 Support	
Global Supply Chain	Global Supply Chain		POP Effective date upload Tool	M	L			X		Application Support			Level 2 Support	
Global Supply Chain	Global Supply Chain		Gerber Accumark – Deskside support installation only	L	L	X				Application Support			Level 2 Support	
Global Supply Chain	Global Supply Chain		Cygnus			X				Description = This is an interface for Crispant supported by vendor			Level 2 Support	
Global Supply Chain	Global Supply Chain		Boardwalk	H	M			X					Level 2 Support	
Wholesale	Wholesale	Hyp'Archiv	Hyp'Archiv	L	M				X	Application Support	Active archive of invoices and delivery notes from pre-Pangaea era. Documents need to be retained for 10 years and are consulted by OTC, Central Inventory Ownership and Financial Controller.	Wintel	Unknown (packaged solution)	50 Level 2 Support
Retail	Retail		Application for Distributors Stores Support						X		Sales information upload process. Involves collection of data from Distributors in form of FTP, email, text file and excel files. Checking the content before uploading in DWH			Level 2 Support
Retail	Retail	Traffic Counter	VTA CM Traffic Counter (APD) interfaces	M	L				X		Traffic counter application to manage or configure the traffic count device in the stores	WinXP/Win7		Level 2 Support
Global Supply Chain	Global Supply Chain		Casio Order Issuance System	L	L				X		home grown – written in Access/VB	Access/VB		Level 2 Support

LEVI STRAUSS & CO.		Appendix B						
Application Portfolio - External SaaS Interface Support								
	[****]*	[****]*						
	[****]*	[****]*						
	[****]*	[****]*						
Application Group	Function	App Suite	Application / Module	Global App	Regional App (If applicable)			Scope of Support
					Corp	[****]*	[****]*	[****]*
Corp & BI	Corp & BI		ADP (LSUS / Canada)		X			Interface Support Only
Corp & BI	Corp & BI		BPI			X		Interface Support Only
Corp & BI	Corp & BI		Cybergrants		X			Interface Support Only
Global Supply Chain	Global Supply Chain	Direct Procurement	TradeCard	X				Interface Support Only
Corp & BI	HR	WORKDAY	INT001 Workday To E-Verify Employment Verification	X				Interface Support Only
Corp & BI	HR	WORKDAY	INT002 Workday To Aetna Medical Insurance Enrollments	X				Interface Support Only
Corp & BI	HR	WORKDAY	INT003 Workday To EyeMed Vision Insurance Enrollments	X				Interface Support Only
Corp & BI	HR	WORKDAY	INT004/INT005 Workday To Fidelity 401K Eligibility And Demographics, Fidelity Pensioner Benefit Deductions	X				Interface Support Only
Corp & BI	HR	WORKDAY	INT006 Workday To Fidelity Pensioner Benefit Deductions	X				Interface Support Only
Corp & BI	HR	WORKDAY	INT007 Workday To Medgate Demographics	X				Interface Support Only
Corp & BI	HR	WORKDAY	INT008 Workday To Kaiser Medical Insurance Enrollments	X				Interface Support Only
Corp & BI	HR	WORKDAY	INT009 Workday To Liberty Mutual Disability Enrollments	X				Interface Support Only
Corp & BI	HR	WORKDAY	INT010 Workday To Optum UBH EAP Enrollments	X				Interface Support Only
Corp & BI	HR	WORKDAY	INT011 Workday To VSP Vision Insurance Enrollments	X				Interface Support Only
Corp & BI	HR	WORKDAY	INT013 Workday To ADP PayForce USA Payroll Data	X				Interface Support Only
Corp & BI	HR	WORKDAY	INT014 Workday To ADP PayAtWork CAN Payroll Data	X				Interface Support Only
Corp & BI	HR	WORKDAY	INT028 Workday To Business Objects Data	X				Interface Support Only
Corp & BI	HR	WORKDAY	INT029 Workday To ADP FSA Enrollments	X				Interface Support Only
Corp & BI	HR	WORKDAY	INT030 Workday To CyberGrants Grants	X				Interface Support Only
Corp & BI	HR	WORKDAY	INT032 Workday To Inner Workings Demographics	X				Interface Support Only
Corp & BI	HR	WORKDAY	INT035 Workday To LSCO Employee Leave Data	X				Interface Support Only
Corp & BI	HR	WORKDAY	INT036 Workday To Levi Portal Demographics	X				Interface Support Only
Corp & BI	HR	WORKDAY	INT037 Workday To State of California New Hire Reporting	X				Interface Support Only
Corp & BI	HR	WORKDAY	INT038 Workday To HireRight Demographics	X				Interface Support Only
Corp & BI	HR	WORKDAY	INT039 Workday to Health Advocate Demographics And Benefits Plans	X				Interface Support Only
Corp & BI	HR	WORKDAY	INT040 Workday To Bright Horizons Backup Care Eligibility	X				Interface Support Only
Corp & BI	HR	WORKDAY	INT041 Workday To Mercer Retiree Census Data	X				Interface Support Only
Corp & BI	HR	WORKDAY	INT042 Workday To ITIM Demographics	X				Interface Support Only

Corp & BI	HR	WORKDAY	INT043 Workday To Kronos & SalesForce Demographics	X					Interface Support Only	Level 2 Support
Corp & BI	HR	WORKDAY	INT048 Workday To IQNavigator User Setup Data	X					Interface Support Only	Level 2 Support
Corp & BI	HR	WORKDAY	INT061 Workday To YourCause	X					Interface Support Only	Level 2 Support
Corp & BI	HR	WORKDAY	INT062 Workday To Online Store	X					Interface Support Only	Level 2 Support
Corp & BI	HR	WORKDAY	INT071 Workday To CICPlus	X					Interface Support Only	Level 2 Support
			INT076 Workday To Medicare VDSA Voluntary Data Sharing Agreement	X					Interface Support Only	Level 2 Support
Corp & BI	HR	WORKDAY	Teleo -Interface	X					Interface Support Only	Level 2 Support

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Note: The following ticket volumes reflect approximately 80% of the total ticket volumes for service requests and incidents.			
Ticket Volume - Service Requests			
Area		Service Requests / Month	
Application Support	eCommerce preliminary estimate	[****]*	
Application Support	Retail Application Support	[****]*	
Application Support	Wholesale Application Support	[****]*	
Application Support	Supply Chain Application Support	[****]*	
Application Support	Corp & BI Application Support	[****]*	
Ticket Volume - Incidents			
Area		Incidents / Month	
Application Support	eCommerce preliminary estimate	[****]*	
J*	Retail Application Support	[****]*	
Application Support	Wholesale Application Support	[****]*	
Application Support	Supply Chain Application Support	[****]*	
Application Support	Corp & BI Application Support	[****]*	
*Certain information on this page has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.			

LEVI STRAUSS & CO. <u>Appendix D</u>						
Reported Incidents by Priority						
Area	Priority					Total
	P1	P2	P3	P4	P5	
Application Support	Retail Application Support	[****]*	[****]*	[****]*	[****]*	100%
Application Support	Wholesale Application Support	[****]*	[****]*	[****]*	[****]*	100%
Application Support	Supply Chain Application Support	[****]*	[****]*	[****]*	[****]*	100%
Application Support	Corp & BI Application Support	[****]*	[****]*	[****]*	[****]*	100%

*Certain information on this page has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

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LS&Co. - Exhibit 2 - Description of Services

	LEVI STRAUSS & CO.	
Appendix E		
Hours Required for Change Requests / Enhancements		
Area	Application Group	Enhancement Hours / Month
Application Support	eCommerce	500
Application Support	Retail	35
Application Support	Wholesale	10
Application Support	Global Supply Chain	
	Flex PLM/Da-Vinci/Web PDM	200
	CARTS/Andromeda/Boardwalk	100
	Distribution center Applications (Red prairie, Workload mgmt, Euro VAS etc)	200
	Enhancement to applications used by Canada/Mexico/Brazil	
Application Support	Corp & BI	325
Application Support	Workday Interfaces enhacements	160
Application Support	Non Business Project Hours (Apps KTLO Project Effort)	170
	Total	1,700
Others		
Application Support	eCommerce Security Scans	2 scans / month (1 for Major Release + 1 for Minor Release)

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LS&Co. - Exhibit 2 - Description of Services

Local Language Requirements				
Country	Application Group	Application Names		Local Language
Taiwan	Retail	- Competitive Connect System		Taiwan
Korea	Retail	- CRM		Korean
		- WebPOS >> (KOREA - Backoffice included)		
	China	Corp & BI	- DWH (APD)	Simplified Chinese Traditional Chinese Mandarin Japanese
			- NXPDC	
	Retail	Retail	- CRM Loop Websites	
			- CRM Reports	
			- Division Booking System	
			- Retail Bulletin Board (APD)	

MASTER SERVICES AGREEMENT*

BY AND BETWEEN

LEVI STRAUSS & CO.

AND

WIPRO LIMITED

NOVEMBER 7, 2014

**EXHIBIT 2
DESCRIPTION OF SERVICES**

**ATTACHMENT 2.3.8
DESCRIPTION OF SERVICES – INFORMATION TECHNOLOGY SERVICES
TEST CENTER OF EXCELLENCE (TCOE)**

* Certain information in this exhibit has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions marked with [****]*.

1. INTRODUCTION

Purpose: This Exhibit describes the Services to be performed for LS&Co. by Supplier pursuant to the Agreement.

References: References to an Attachment, Appendix, Section or Article shall be to such Attachment or Appendix to, or Section or Article of, this Exhibit unless otherwise provided. A reference to Exhibit includes a reference to the Attachments and Appendices attached hereto.

Definitions: As used in this Exhibit, capitalized terms shall have the meanings set forth in Exhibit 1. Other terms used in this Exhibit are defined where they are used and have the meanings there indicated.

The Services to be provided by Supplier to [*****]* under this Agreement are categorized into the following:

- Test Center of Excellence (TCoE)

Without limiting Section 3 of the Agreement, the Services include (a) the services, functions and responsibilities described in this Attachment; and (b) the services, functions and responsibilities identified in the roles and responsibilities matrices contained within this Attachment for which Supplier is responsible (i.e., those Services which have an “√” in the column labeled Supplier).

2. TEST CENTER OF EXCELLENCE(TCOE)

Ref. ID	Principal Activities	Responsibility	
		Supplier	LS&Co.
TCOE.2	TEST CENTER OF EXCELLENCE		
TCOE.2.1	Core Services		
TCOE.2.1.1	Define TCOE Operation Model	X	
TCOE.2.1.2	Define TCOE Governance Model	X	
TCOE.2.1.3	Define Demand Management Framework	X	
TCOE.2.1.4	Continuously Define Test Plan for Project releases	X	
TCOE.2.1.5	Define Test Process Framework(Process, Methodology, Tools)	X	
TCOE.2.1.6	Provide roadmap for Test Process Implementation	X	
TCOE.2.1.7	Perform Audits and produce findings for review on Quality Gates for identified projects	X	
TCOE.2.1.8	Define, Refine & Set Up Test Automation Framework and creation of Automation Assets	X	
TCOE.2.1.9	Continuously Perform Test Automation Assessment	X	
TCOE.2.1.10	Define, Refine & Set Up Performance Test	X	

Ref. ID	Principal Activities	Responsibility	
		Supplier	LS&Co.
	Framework and creation of Performance Assets		
TCOE.2.1.11	Continuously Perform Performance Test Assessment	X	
TCOE.2.1.12	Test Environment Management(Planning & Co-ordination)	X	
TCOE.2.1.13	Test Data Planning & Co-ordination of Project needs (not Data Creation))	X	
TCOE.2.1.14	Test Tool Administration and test bed set up for Project & User Maintenance Activities HP QC, HP QTP, HP LoadRunner, Borland SilkTest Any Additional tools we add as part of TCOE tool assessment	X	
Additional items			
TCOE.2.2	Flex Team		
TCOE.2.2.1	Create Regression, QA, Performance, and Automation Test Bed's. Serve as a Test Leads, Coordinators, Testers etc... all defined on a project need basis under TCOE working framework to extend the CORE team on an as need basis	X	
TCOE.2.3	Production Support Testing		
TCOE.2.3.1	Maintain Regression Test Bed's (all the above types) to keep Assets up to date	X	
TCOE.2.3.2	Test Governance of SAP & RAYMARK releases	X	
TCOE.2.3.3	Facilitate Functional/Business-Process Knowledge of the Applications for in-scope projects	X	
TCOE.2.3.4	Testing for CRs and Maintenance Releases leveraging production support team (Excluding SAP & RAYMARK)	X	

Note: Any activities which are not listed in the above table shall be considered as out of scope.

3. RACI (RESPONSIBLE-ACCOUNTABLE-CONSULTED-INFORMED):

Supplier has defined the RACI (Responsible – Accountable – Consulted –Informed) Matrix for the Services provided in scope. Supplier will further detail the RACI during the initial phase of the engagement and will validate and mutually agree on the RACI matrix with LS&Co.:

Ref. #	Task	Supplier	LS&Co.
1	TCOE Core Services		
1.1	Create Operation Model	RA	C
1.2	Sign-off Operation Model	A	R
1.3	Create Governance Model	RA	C
1.4	Sign-off Governance Model	A	R
1.5	Create Demand Management Framework	RA	C
1.6	Sign-off Demand Management Framework	A	R
1.7	Manage & Publish Demand	RA	C
1.8	Plan for Release tests	RA	C
1.9	Sign-off Release tests plan	A	R
1.10	Understand Current Process and test landscape	RA	I
1.11	Define Test Process Framework(Methodology, Tools)	RA	C
1.12	Sign-off Test Process Framework	A	R
1.13	Provide roadmap and Implement Test Processes	RA	C
1.14	Sign-off Roadmap for test process implementation	A	R
1.15	Audit Quality Gates for Project Releases & Publish Findings	RA	C
1.16	Sign-off Audit Findings	A	R
1.17	Create Test Automation Framework	RA	I
1.18	Sign-off Test Automation Framework	A	R
1.19	Assess Test cases for Automation & Publish Assessment Report	RA	C
1.20	Sign-off Automation Assessment Report	A	R
1.21	Create Performance Test Framework	RA	I
1.22	Sign-off Performance Test Framework	A	R
1.23	Assess Test Scenarios for Performance Test & Publish Assessment Report	RA	C
1.24	Sign-off Performance Test Assessment Report	A	R
1.25	* Test Environment Management (Planning & Co-Ordination for projects)	RA	C
1.26	Test Data Management (Requirements, Planning & Co-Ordination)	RA	C
1.27	Test Tools Administration (User Maintenance) for HP QC, HP QTP, HP LoadRunner, Borland SilkTest Any Additional tools we add as part of TCOE tool assessment	RA	I

Ref. #	Task	Supplier	LS&Co.
2	Flex Team		
2.1	Create Regression Test Bed	RA	C
2.2	Sign-off Regression Test Bed	A	R
3	Production Support Testing		
3.1	Test Governance of SAP & RAYMARK releases	RA	C
3.2	Maintain Regression Test Bed to keep it up to date	RA	I
3.3	Knowledge Acquisition of In-Scope projects. Activities defined on a project need basis under TCOE working framework to extend the CORE team on an as need basis	A	R
3.4	Testing of CRs & Maintenance Releases(Excluding SAP & RAYMRARK) leveraging production support team Activities defined on a project need basis under TCOE working framework to extend the CORE team on an as need basis	RA	I

*TCoE will be responsible for coordinating with the development and infrastructure teams to define the number of instances and the environment needs for each project and for getting to a workable solution for each project that may or may not include all test environments for all applications.

4. DELIVERABLES

TCoE Core Services:

- Understanding Document of Current Test Processes
- TcoE Operation Model
- TcoE Governance Model/Framework
- Demand Management Framework
- Test Environment Management Framework
- Test Data Management Framework
- Test Process Handbook/Framework
- Test Process Implementation Roadmap
- Plan for Test Releases
- Quality Gate Audit Assessment Report
- Test Automation Framework
- Test Automation Assessment Report
- Performance Test Framework

- Performance Test Assessment Report
- Test Tool Administration Activities Report

TCoE Flex Team:

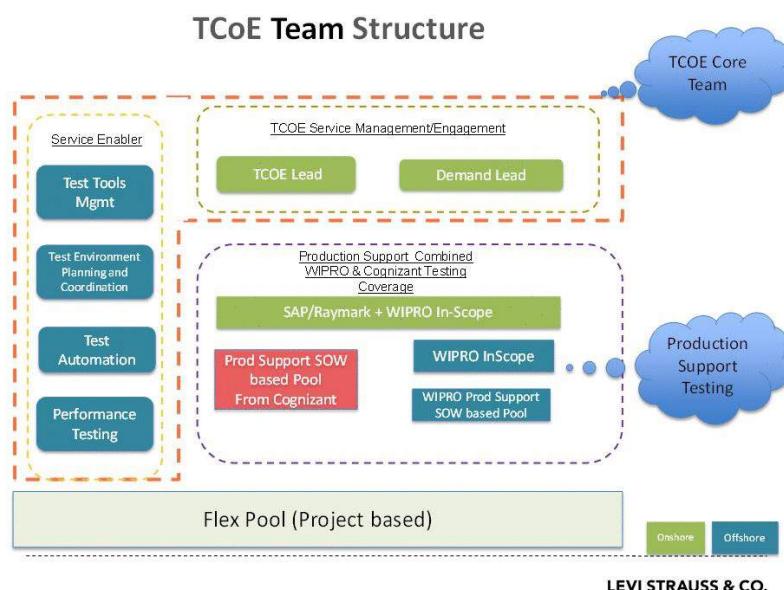
- Regression, QA, Performance, and Automation Test Bed's. Status Report for Test Bed Creation

Production Support Testing:

- Process Compliance Report for testing projects
- Test Plan(as applicable/needed), Test Cases, Test Results for CRs/Maintenance Releases

5. OPERATING MODEL:

Below figure depicts the operating model for TCoE & Production Support testing:

**6. ASSUMPTIONS & DEPENDENCIES:**

- LS&Co. shall assign a Single Point of Contact (SPoC) for the Supplier Testing Team who would have the necessary authority to mobilize relevant resources in LS&Co. and approve Deliverables from the Supplier Team

- LS&Co. shall facilitate collaboration with other Partners to ensure seamless testing operations.
- The Supplier team should have access to all existing documentation that will have a bearing on the testing activities, including:
 - Business requirement documents
 - High level architecture documents
 - System design documents
 - Application specific documentation
- Necessary access to the Testing Environment & Test Data will be provided by LS&Co.
- During the test execution phase, the required software builds will be available in the test environment as per the agreed upon schedule.
- Testing environments will be available through the test execution phase. Test environment downtime, if any, should be communicated to the Supplier testing team ahead of the plan
- Fixes to defects raised by testing team will be provided by the application & development, team/s as per the agreed plan and timeline with LS&Co.
- Compliance to the TCoE process is the responsibility of LS&Co. as outlined in the RACI above.
- LS&Co. shall provide Testing Tool Licenses (HP Quality Centre, HP Quick Test Professional, HP LoadRunner, Borland SilkTest, etc.) to the Supplier Team. Based on the future demands, if any additional testing tools or licenses are required for carrying out the testing activities, the same shall be decided and procured by LS&Co.
- LS&Co. shall provide remote access (Onsite as well as Offshore) to the Testing Tools for the Supplier Team & provide Administrator privileges to the Testing Tools for the Supplier Test Tool Administrator

7. STAFFING

The following testing roles are identified for this Description of Services. The location from which each role will operate is listed in the table below. These are indicative roles and Supplier may add / remove roles as may be necessary from time to time in consultation with LS&Co.

SERVICE	ROLE	LOCATION
TCoE	TCoE lead	LS&Co. in San Francisco California USA
	Demand Manager	LS&Co. in San Francisco , California , USA
	Test Environment Lead	Supplier Offices in Pune, India
	Test Data Management Lead + Test Tool Administrator	Supplier Offices in Pune, India
	Automation Architect	Supplier Offices in Pune, India
	Performance Test Architect	Supplier Offices in Pune, India

SERVICE	ROLE	LOCATION
Production	Test lead	LS&Co. in San Francisco, California USA
Support Testing	Test Engineer	Supplier Offices in Pune, India

8. ACCEPTANCE OF DELIVERABLES

The Acceptance Criteria for the Deliverables identified in Section 5 are as follows.

- It satisfies the scope of the work described in the SOW, and it contains the content described in the Deliverables section; or
- Achievement of the specified test result for each test specified in the Test Plan

Acceptance Period: The Acceptance Period is 7 calendar days from the date of submission of the Deliverables beyond which it is deemed accepted.

9. REPORTS

Following reports will be made available to **LS&Co.** during the course of this SOW. Supplier TCOE Lead would be accountable for the below mentioned reports.

- Daily / Weekly / Executive Summary Reports / Test Execution Reports during the Projects Test execution phase. This will consist of, but not be limited to, Planned vs. Actual number of test cases executed, Number of test cases passed, Number of test cases failed, List of defects logged and their status, Number of test cases blocked, Number of test cases pending execution, High severity defects (blockers) that require a fix to continue with testing and any downtimes encountered during testing with reasons.
- Weekly TCOE Status summary will consist of the tasks accomplished in the entire week, a tracker for milestones, planned tasks for the week ahead, risks, issues and dependencies. This will be delivered to the LS&Co. Manager in a mutually agreed upon format.
- Monthly Reports will describe Supplier's performance and compliance to each of the Service Levels agreed. This report shall be published in the first week of every month.

SERVICE LEVELS

The following Service Levels have been agreed upon between the Parties as of the Effective Date.

Service Level 01:- Quality	
Objective	To measure effectiveness of Supplier's testing of Releases
Definition	Defect leakage to Production with Severity 1 for testing done by Supplier.

Service Level 01:- Quality	
Method	
Data Capture	Severity 1(Critical) defect leakage into Production which are fixed shall be measured till 3 months from the date of Go-live date for every Release by gathering the data from Incident/Ticket Management System in Production
Measurement Interval	Monthly
Method of Calculation	Only Fixed (Resolved with Code Change) defects from Incident/Ticket Management System in Production would be gathered on weekly basis Approved outstanding defects for Go-live or Defects relating to aspects that could not be tested in the Test Environment or was not part of the approved test set or not attributed to performance issues would not be covered under this Service Level
Expected Performance	Expected and minimum level of defects slippage shall be 0 (ZERO)
Service Level 02:- Schedule	
Objective	To measure Schedule adherence of Supplier testing team
Definition	Schedule Slippage is calculated using the formulae => {(Actual Duration - Estimated Duration)/Estimated Duration} *100
Method	
Data Capture	Slippage of schedule for each test release conducted by Supplier shall be measured by gathering data from Project Plan/Test Plan/HP Quality Center. Final milestone (test execution completion) shall be considered for measuring schedule slippage. Intermediate milestones/dates of testing will not be considered for measuring schedule slippage.
Measurement Interval	Monthly
Method of Calculation	Schedule Slippage is calculated using the formulae => {(Actual Duration - Estimated Duration)/Estimated Duration} *100. Approved revised schedule or schedule slippage reasons not attributable to Supplier testing team would not be covered under this Service Level.
Expected Performance	Expected and the minimum level of schedule slippage for each release shall be 0 (ZERO)
Service Level 03: Test Planning Accuracy	
Objective	To ensure that Supplier delivers test cases as planned.
Definition	Test Cases planned to create versus test cases actually created.
Method	
Data Capture	During the regression test case development planning: <ul style="list-style-type: none">• Supplier will determine the number of test cases needed by start of test phase based on requirements;• Supplier will document all test cases in Quality Center and report test case creation progress against plan.
Measurement Interval	Weekly or at LS&Co.'s REQUEST
Method of Calculation	Test cases created/test cases planned to be created
Expected Performance	95% of planned test cases are created as scheduled
Service Level 04: Test Execution Accuracy	
Objective	To ensure that Supplier executes test cases as planned.
Definition	Test Cases planned to execute versus test cases actually executed.
Method	

Service Level 01:- Quality	
Data Capture	During the test case execution planning: <ul style="list-style-type: none"> • Supplier will determine the number of regression test cases needed to execute by start of test phase based on requirements; • Supplier will track all test case execution in Quality Center and report test case execution progress against plan
Measurement Interval	Daily or at LS&Co.'s REQUEST
Method of Calculation	Test cases executed/test cases planned to be executed
Expected Performance	95% of planned test cases are executed as scheduled

MASTER SERVICES AGREEMENT*

BY AND BETWEEN

LEVI STRAUSS & CO.

AND

WIPRO LIMITED

NOVEMBER 7, 2014

**EXHIBIT 2
DESCRIPTION OF SERVICES**

**ATTACHMENT 2.4
DESCRIPTION OF SERVICES – CUSTOMER SERVICE SERVICES**

* Certain information in this exhibit has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions marked with [****]*.

1. INTRODUCTION

Purpose: This Exhibit describes the Services to be performed for LS&Co. by Supplier pursuant to the Agreement. References:

References to an Attachment, Appendix, Section or Article shall be to such Attachment or Appendix to, or Section or Article of, this Exhibit unless otherwise provided. A reference to Exhibit includes a reference to the Attachments and Appendices attached hereto.

- Order Management
- Dispute Management
- Other Customer Services Activities
- Preliminary Order Processing (POP)
- Reporting
- Returns

Without limiting Section 3.1 of the Agreement, the Services include (a) the services, functions and responsibilities described in this Attachment; and (b) the services, functions and responsibilities identified in the roles and responsibilities matrices contained within this Attachment for which Supplier is responsible (i.e., those Services which have an “X” in the column labeled Supplier).

2. CUSTOMER SERVICE - ORDER MANAGEMENT

Supplier will be responsible for performing the Customer Service, order management. The “Customer Service” Process consists of a comprehensive set of integrated functions and responsibilities that constitute, support or relate to the processing of orders, disputes and returns in connection with LS&Co.’s business.

Principal Activity	Supplier			LS&Co.		
	[****]	[****]	[****]*	[****]	[****]	[****]*
1. Order Management						
1.1 Order Capture & Process						
1.1.1 Enter Orders for all order types including POSM and brand apparel products	X	X	X			
Capture these orders manually, excel	X	X	X			

Principal Activity	Supplier			LS&Co.		
upload (or other upload tools), EDI and other local country systems 1.1.2						
1.1.3 Raise exceptions that are system driven that would prevent an order from being processed or shipped (e.g.: blocks, incompletes, VAS, pricing discrepancies etc.)	X	X	X			
1.1.4 To handle exceptions, Supplier will attain approvals from LS&Co. team. Exceptions could surface from blocks pertaining to Pricing errors, price change requests, etc.	X	X	X			
1.1.5 Resolve raised exceptions and provide approval for Supplier to execute				X	X	X
1.1.6 Execute per resolution provided by LS&Co	X	X	X			
1.1.7 Analyze incoming orders and remove duplicate orders	X	X	X			
1.1.8 Conduct the analysis, identify and raise missing/inaccurate EDI order transmissions	X	X	X			
1.1.9 Resolve raised problematic EDI order transmissions				X	X	X
1.2 Pro-Active Order Management						
1.2.1 Validate Material master data, upload dummy orders to verify material master is set-up correctly for POP , pre-booking order on seasonal SKU's listing	X	X	X			
1.2.2 Maintain customer compliance document	X	X	X			
1.2.3 Inform team on the changes in customer compliance documentation				X	X	X
1.2.4 Produce and provide all relevant shipping / order management status reports to LS&Co. team 1. All Monitoring / Tracking reports 2. Monthly fiscal order completion reports 3. Order status reports (Open order & Open order by RDD) 4. Order ageing reports 5. Delivery block reports	X	X	X			

Principal Activity	Supplier			LS&Co.		
[List of reports to be finalized in TA / KA]						
1.2.5 Manually enter and update product data translation on customer systems.	X	X	X			
1.2.6 Manage Pricat seasonal outputs		X				
1.2.7 Maintain contract / bulk management	X	X	X			
1.2.8 Monthly and weekly contract / bulk cleansing (including moves and cancels) per contract policy	X	X	X			
1.2.9 Retained organization to coordinate with sales to obtain approval for contract movement on a weekly/monthly basis and inform Supplier to execute movement				X	X	X
1.2.10 Retained organization to review canceled residual contracts on a weekly and monthly basis				X	X	X
1.2.11 Ensure call-off orders decrement from contract / bulk and not pull from open availability	X	X	X			
1.2.12 If call-off orders are pulled from open availability, inform the retained team	X	X	X			
1.2.13 Retained team resolves call-off orders that are pulled from open availability instead of from contracts and informs Supplier				X	X	X
1.2.13 Supplier executes changes	X	X	X			
1.2.14 Confirm that changes raised by the retained team have been made	X	X	X			
1.2.15 Maintain and update PDU on MarketMax as per changes raised by the retained team	X					
1.2.16 Provide update or changes on PDU via email				X		X
1.2.17 Make changes to an order as per allocation requests from the retained team	X	X	X			
1.2.18 Provide changes in allocation				X	X	X
1.2.19 Manage the Force Allocation process/decisions				X	X	X
1.2.20 Process Force Allocation requests subject to retained organization direction	X	X	X			
1.2.21 Generate and analyze pending order cancellation report	X	X	X			
1.2.22 Proactive communication to retained team in case of pending order cancellation	X	X	X			

Principal Activity	Supplier			LS&Co.		
1.2.23 Manage Pre-ship approval process				X	X	X
1.2.24 Execute re-dating of orders based on pre-shipment approvals	X	X	X			
1.2.25 Raise issues impacting ability to ship by cancel date and work with retained team for resolution which could include extending cancellation dates	X	X	X			
1.2.26 Manual delivery creation as needed	X	X	X			
1.2.27 Obtain approval documentation from Sales and Customers for orders requiring cancel date extensions, price changes, product quantity adjustments, and product substitutions				X	X	X
1.2.28 Communicate and provide approval to the course of action to the Supplier team				X	X	X
1.2.29 Execute the course of action and confirm that it has been executed	X	X	X			
1.2.30 Ensure orders are error free and ready for Allocation	X	X	X			
1.2.31 Provide 2nd line of support for SAP issues				X	X	X
1.2.32 Ensure order files are cleansed in accordance with LS&Co. policy	X	X	X			
1.2.33 Provide LS&Co. policies and inform changes to the policies				X	X	X
1.2.34 Manage customer procurement and validation of VAS data for upload					X	X
1.2.35 Manage VAS data upload into related systems		X	X			
1.2.26 Support LS&Co. with re-determination of the order files once the VAS data is uploaded to include account and product level VAS		X	X			
1.3 Order Management Analyst (Work)						
1.3.1 Analyze inventory position in a constrained inventory environment	X	X	X			
1.3.2 Determine when inventory is due-in to support the order. In LSA, this includes reporting out due-in dates from SAP	X	X	X			
1.3.3 Communicate to the retained organization for resolution	X	X	X			

Principal Activity	Supplier			LS&Co.		
1.3.4 Partner with Demand Planning (DP) to analyze and maximize inventory as the issue is raised from the Supplier team. Communicate the resolution to Supplier				X	X	X
1.3.5 Execute order changes as per resolution provided	X	X	X			
1.3.6 Communicate price changes based on price order attribute				X	X	X
1.3.7 Manage all price changes at order level (including in-season price changes/ late adoptions approval process				X	X	X
1.3.9 Identify and communicate product issues such as fallout, DNA, etc. to Supplier that impact the order file				X	X	X
1.3.10 Execute order changes as per communication from the retained team	X	X	X			
1.3.11 Develop, maintain and conduct OM process and systems training to Supplier agents	X	X	X			
1.3.12 Identify and raise trends that results in recurring issues that negatively impacts orders	X	X	X			
1.3.13 Initiate the root-cause analysis that drives the issues and provide a proposed solution of the issues to the retained organization	X	X	X			
1.3.14 Identify any potential issues with SAP and escalate directly with IT as required for resolution. Keep LS&Co. informed on status.	X	X	X			
1.3.15 Retained organization determines impact to orders based on redeployment strategies from distribution				X	X	X
1.3.16 Realign orders based on the input from retained organization	X	X	X			
1.3.17 "Inventory redeployment from one DC to another: > Work with internal stakeholders to identify redeployed inventory > Communicate changes of plant on orders to Supplier				X	X	X
1.3.18 Provide direction (approval / disapproval) on order changes based on plant redetermination				X	X	X

Principal Activity	Supplier			LS&Co.		
1.3.19 Execute order changes based on the approval and plant re-determination provided by LS&Co	X	X	X			
1.3.20 Recommend opportunities for business process improvement	X	X	X			
1.3.21 Develop and Maintain business process documentation	X	X	X			
1.3.22 "SAP system (where relevant to OM): >Develop SAP test strategy, plans, scripts and execute the test for system enhancements >Develop Business Requirements Documents for process changes affecting systems changes > Resident expert on OM SAP process and technology"				X	X	X
1.3.23 Ensure all business processes are SOX compliant				X	X	X
1.3.24 Support store to store stock transfer orders by managing to completion the virtual return process in SAP		X	X			
1.3.25 Support special OTC process for e-Commerce	X	X	X			
1.4 Excess and Obsolete Inventory						
1.4.1 Tracks and identify obsolete inventory for export orders				X		
1.4.3 Enter and manage orders through completion	X	X	X			
1.4.4 Report status of orders and flag any issues with orders	X	X	X			
1.5 Free-Of-Charge Goods (i.e.: Samples, Uniforms, Product Placements, Giveaways, Promotions, etc.)						
1.5.1 Develop and maintain policies for all FOC goods				X	X	X
1.5.2 Validation of FOC orders according to LS&Co. policy	X	X	X			
1.5.4 Attain special approvals (Sales / Finance)				X	X	X
1.5.5 Receive and process FOC orders through shipping	X	X	X			
2. Preliminary Order Processing (POP) / Pre-Season Booking						
2.1 POP Preparation						

Principal Activity	Supplier			LS&Co.		
2.1.1 Manage compliance to seasonal sell in windows (GTM)					X	X
2.1.2 Capture pre-booking orders for agreed upon accounts				X	X	X
2.1.3 Process pre-booking orders for agreed upon accounts	X	X	X			
2.1.4 Coordinate with internal stakeholders for POP reconciliation				X	X	X
2.1.5 Communicate POP amendments to Sales / Customers				X	X	X
2.1.6 Amend pre-booking orders relative to POP results	X	X	X			
2.1.6 For selected accounts, communicate POP contract data to be entered into sales forecasting tool				X		
2.1.7 Enter / Upload POP PDU Data into forecasting tool - MARKETmax	X					
2.3 POP Contracts						
2.3.1 Submits pre-pack template				X		X
2.3.2 Enter / upload POP Contracts into SAP	X		X			
2.3.3 Communicate POP adjustments direction				X		
2.3.4 Reject or adjust contracts based on direction from LS&Co.	X					
2.3.5 Manage through Contract lifecycle according to policy	X		X			
2.3.6 Provide POP reporting to retained organization	X		X			
2.3.7 Retained organization to communicate to key stakeholders (internal / external)				X	X	X
2.3.8 Release POP/Bulk entered				X		X
2.3.9 Validates unit quantities				X		X
3. Dispute & Returns Management						
3.1 Dispute Management						
3.1.1 Coordinate with retained org if sales interjection is required				X	X	X
3.1.2 Log into SAP to review any raised disputes on a daily basis	X	X	X			

Principal Activity	Supplier			LS&Co.		
3.1.3 Conduct research to determine the validity of the dispute	X	X	X			
3.1.4 Coordinate with supplier F&A team for approval / rejection	X	X	X			
3.1.5 Justify dispute acceptance or rejection with supporting documentation	X	X	X			
3.1.6 If the dispute is accepted, update UDM in SAP with results of dispute research with attached supporting documents	X	X	X			
3.1.7 If a dispute is rejected, raise it to the retained organization	X	X	X			
3.1.8 Retained organization will approve / disapprove dispute rejection				X	X	X
3.1.9 Close the dispute in UDM as per communication from the retained organization	X	X	X			
3.2 Returns Management						
3.2.1 Receive returns requests via MBX or phone				X	X	X
3.2.2 Obtain approval from retained organization for returns that exceed defined threshold defined in policy	X	X	X			
3.2.3 Approve / Reject requests provided by the retained team				X	X	X
3.2.4 Process approved returns and manage return until it closes	X	X	X			
3.2.5 Enter pick up onto carrier sites		X	X			
3.2.6 Validation of Return when there is a return variance with DC/RDC (DC) and resolves the variance internally				X	X	X
3.2.7 Coordination with freight carriers					X	X
3.2.8 Issue Credit Notes (MEX only for LSA)	X	X	X			
4. Reporting						
4.1 Internal Reporting						
4.1.1 Set Global/ Regional reporting requirements				X	X	X
4.1.2 Partner with internal key stakeholders to understand local/exceptional reporting requirements				X	X	X
4.1.3 Execute data pulls and reporting needs (global and regional)	X	X	X			
4.1.4 Provide routine business reporting	X	X	X			
4.1.5 Provide bi-weekly sales-shipping status report	X	X	X			

Principal Activity	Supplier			LS&Co.		
4.1.6 Provide report to sales on outstanding POs	X	X	X			
4.1.7 Provide update on product discontinuation	X	X	X			
4.1.8 Provide metrics / KPIs reporting	X	X	X			
4.1.9 Generate Account specific reports	X	X	X			
4.1.10 Generate Product Cancelled reports	X	X	X			
4.1.11 Generate Product adjustment reports <i>[List of reports to be finalized during TA]</i>	X	X	X			
5. Other Customer Service Activities						
5.1 Support & Research						
5.1.1 Provide ad hoc support and analysis to internal cross functional stakeholders and customers	X	X	X			
5.1.2 Respond to research requests	X	X	X			
5.1.3 Review and present reports to stakeholders and customers. If the report does not meet the requirements (incomplete / incorrect / requires edits), reach out to Supplier team				X	X	X
5.1.4 Receive feedback on report that needs to be edited in any way and revert with the corresponding changes	X	X	X			
5.2 Sales Assistance						
5.2.1 Coordinate picking tickets	X					
5.2.2 Order picking tickets	X					
5.2.3 Upload invoices in customer systems		X				
5.2.4 Issue Latin America Licensee PO requisition	X					
5.2.5 Provide the following as requested: product EAN list, Available to sell (A2S) report, distressed inventory list.”	X	X	X			
5.2.6 Update list of SOs with office POs from customers			X			
5.3 Demand Tracking						
5.3.1 Tracks demand changes and cancellations				X	X	X
5.3.2 Initiate communications on deviations from actual demand against POP bookings				X	X	X
5.3.3 Consignment Order	X	X	X			
6. Export Customers Coordination LSE						
6.1 Daily manual request to CC to release orders manually for allocation only daily (based on AIP, shipment plans for		X				

Principal Activity	Supplier			LS&Co.	
next weeks)					
6.2 Confirmation of final shipment with customer and preparing pro forma document				X	
6.3 Management of manual delivery creation with OFG and CC				X	
6.4 Pick-up coordination with DC and customer including transport organization and customs documents preparation for goods, POSMs, samples and furniture				X	
6.5 Post shipment service to customer - sending all documents customs and shipment				X	

3. LANGUAGES

Supplier resources servicing the following regions will be fluent in the following languages:

	[****]*	
	[****]*	
	[****]*	
	[****]*	
	[****]*	

MASTER SERVICES AGREEMENT

BY AND BETWEEN

LEVI STRAUSS & CO.

AND

WIPRO LIMITED

NOVEMBER 7, 2014

**EXHIBIT 2
DESCRIPTION OF SERVICES**

**ATTACHMENT 2.5
DESCRIPTION OF SERVICES – CONSUMER RELATIONS SERVICES**

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1. INTRODUCTION.

- 1.1 Purpose.** This Exhibit describes the Consumer Relations Services to be performed for LS&Co. by Supplier pursuant to the Agreement.
- 1.2 References.** References to an Attachment, Appendix, Section or Article shall be to such Attachment or Appendix to, or Section or Article of, this Exhibit unless otherwise provided. A reference to Exhibit includes a reference to the Attachments and Appendices attached hereto.
- 1.3 Definitions.** As used in this Exhibit, capitalized terms shall have the meanings set forth in Exhibit 1. Other terms used in this Exhibit are defined where they are used and have the meanings there indicated.

2. FINALIZATION OF SERVICE DESCRIPTION.

The Parties acknowledge and agree that this Attachment 2.5 has not been completed as of the Effective Date. Accordingly, the Parties agree that they shall continue to negotiate and finalize this Attachment 2.5 in good faith, with the goal of promptly completing this Attachment 2.5 (but in no event later than the end of Knowledge Acquisition) and incorporating the completed Attachment 2.5 into the Agreement. The completed Attachment 2.5 shall be incorporated into the Agreement by means of an addenda executed by both Parties, with such completed Attachment 2.5 being effective as of the Effective Date (and without the requirement for additional consideration with respect to the finalization of Attachment 2.5 and execution of the addenda).

MASTER SERVICES AGREEMENT*

BY AND BETWEEN

LEVI STRAUSS & CO.

AND

WIPRO LIMITED

NOVEMBER 7, 2014

**EXHIBIT 3
SERVICE LEVEL MANAGEMENT**

* Certain information in this exhibit has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions marked with [****]*.

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1. INTRODUCTION.

- 1.1 General.** The Service Levels applicable to the performance of the Services are set forth in this Exhibit.
- 1.2 References.** References to an Attachment, Appendix, Section or Article shall be to such Attachment or Appendix to, or Section or Article of, this Exhibit unless otherwise provided. A reference to this Exhibit includes a reference to the Attachments and Appendices attached hereto.
- 1.3 Definitions.** As used in this Exhibit, capitalized terms shall have the meanings set forth in Exhibit 1. Other terms used in this Exhibit are defined where they are used and have the meanings there indicated. The terms set forth below have the meanings set forth below:
- (a) **“Additional Criteria”** has the meaning given in Section 2.4.
 - (b) **“Critical Service Level”** means a Service Level identified in the applicable Service Level Definitions Document as such (either explicitly or because there is a Service Level Credit or Weighting Factor set forth in the applicable Service Level Definitions Document which is associated with a Service Level Failure).
 - (c) **“Critical Service Level Failure”** has the meaning given in Section 2.2.
 - (d) **“Existing Performance”** has the meaning given in Section 5.1.
 - (e) **“Initial Review Period”** has the meaning given in Section 5.1.
 - (f) **“Measuring Tools”** means the tools, processes, procedures, and methodologies as well as any associated documentation provided and used by Supplier to measure, validate and report Supplier’s performance of the Services against the Service Levels. The Measuring Tools shall provide a level of detail sufficient to verify Supplier’s compliance with the Service Level.
 - (g) **“Measurement Interval”** means the time during, or the frequency within, which a Service Level shall be measured as set forth in the applicable Service Level Definitions Document. Where no Measurement Interval is set forth in Service Level Definitions Document, the Measurement Interval shall be a calendar month.
 - (h) **“Objection Notice”** has the meaning given in Section 2.4.
 - (i) **“Performance Target”** means with respect to a Service Level, the target for the Service Level set forth in the applicable Service Level Definitions Document.
 - (j) **“Region”** has the meaning given in Section 3.5.
 - (k) **“Relief Event”** has the meaning given in Section 8.

- (l) “Service Level Definitions Document” means for a Service Category the portion of this Exhibit 3 that defines the Service Levels for the applicable Service Category. For each Service Category, the Service Levels are set forth in separate attachments to this Exhibit 3.
- (m) “Service Level Failure” means, with respect to a Service Level, the failure to meet the Performance Target for that Service Level (calculated using the formula for the applicable Service Level set forth in the applicable Service Level Definitions Document) during the applicable Measurement Interval.
- (n) “Service Level Improvement Plan” has the meaning given in Section 6.6.
- (o) “Service Level Report” has the meaning given in Section 4.1.
- (p) “Validated Average” has the meaning given in Section 5.1.
- (q) “Validation Period” has the meaning given in Section 5.1.
- (r) “Validation Service Level” has the meaning given in Section 5.1.
- (s) “Weighting Factor” has the meaning given in Section 6.1.

2. SERVICE LEVELS.

- 2.1 **Performance of Services.** As of the applicable Commencement Date (or as otherwise specified in this Exhibit), Supplier shall be responsible for and shall perform the Services in accordance with the Service Levels. Supplier shall perform all Services that do not have defined Service Levels in a manner and at levels that equal or exceed the level of service being provided internally by LS&Co. or through a third party prior to the Effective Date, including with respect to accuracy, quality, completeness, timeliness, and responsiveness.
- 2.2 **Critical Service Levels.** Critical Service Levels are of particular importance to LS&Co.’s business. A Service Level Failure with respect to a Critical Service Level (each a “**Critical Service Level Failure**”) shall entitle LS&Co. to receive a Service Level Credit.
- 2.3 **Other Service Levels.** Service Levels that are not Critical Service Levels are nevertheless viewed as important to measuring the efficiency and effectiveness of Supplier’s relationship and evaluating Supplier’s performance relative to LS&Co.’s expectations and historical accomplishments. Supplier’s performance of the other Service Levels will be taken into account by LS&Co. in the evaluation of LS&Co.’s other rights under the Agreement. For clarity, such Service Levels shall not result in a Service Level Credit.
- 2.4 **Additional Service Levels.** With respect to each Service Category and Region, and during the 12-month period following the applicable Commencement Date, LS&Co. may, upon 30 days’ prior notice to Supplier, add additional Service Levels that will be

applicable to Supplier's performance of the applicable Services in order to achieve a fair, accurate, and consistent measurement of Supplier's performance of those Services; provided, that any such additional Service Levels shall be measurable (using the existing Measuring Tools), objective and include a specified and reasonable Performance Target (the "Additional Criteria"); and provided further, however, that where there is no historical or other data to support the Performance Target specified for such a Service Level that Performance Target shall be subject to validation pursuant to Section 5. Unless Supplier objects to such Service Level (on the basis that it does not meet the Additional Criteria or is otherwise commercially unreasonable) within the 30-day notice period ("Objection Notice"), the Service Levels shall be deemed incorporated in the Agreement after the expiration of the 30-day notice period and the applicable Service Level Definitions Document shall be amended accordingly. Promptly after the receipt by LS&Co. of a valid Objection Notice, the LS&Co. Global Lead for the applicable Service Category and the Supplier Global Lead for the applicable Service Category shall meet (in person or by telephone) to discuss revisions to the proposed Service Level to ensure that it meets the Additional Criteria. To the extent that the LS&Co. Global Lead for the applicable Service Category and the Supplier Global Lead for the applicable Service Category are able to agree on acceptable changes to the Service Level these changes shall be documented in writing signed by both of them and such revised Service Level shall become effective 30 days after both Global Leads have executed the document reflecting that agreement. To the extent that the applicable Global Leads are unable to agree on revisions to the Service Level, the outstanding issues shall be escalated to the appropriate governance committee set forth in Exhibit 5 for resolution.

3. MEASUREMENT OF SERVICE LEVEL COMPLIANCE.

- 3.1 Commencement of Measurement; Measurement Interval.** Supplier shall: (a) begin measuring its performance of the Services against the Service Levels on the applicable Commencement Date; and (b) measure its performance of the Services against the Service Levels during each Measurement Interval.
- 3.2 Measuring Tools.** Prior to the applicable Commencement Date, Supplier shall implement the Measuring Tools detailed in the applicable Service Level Definitions Document and such other Measuring Tools that are required for Supplier to measure and report on Supplier's performance of the Services against the Service Levels, which Measuring Tools may include LS&Co.'s Systems. Supplier shall provide LS&Co. and its designees with the information and access to the Measuring Tools upon request for inspection and verification purposes. Supplier shall ensure that the systems used by Supplier to measure its performance of the Services against the Service Levels shall be compatible with the software and equipment used by LS&Co. which may deliver records to, receive records from, or otherwise interact with such systems. Any addition to the Measuring Tools, and any change to the Measuring Tools, shall be subject to LS&Co.'s prior approval and no change shall be permitted to the Services, Service Levels or the Charges as a result of any such addition of, or change to, the Measuring Tools.
- 3.3 Failure to Complete Measurement.** If Supplier fails to measure its performance of the Services against a particular Service Level so that it is not possible to confirm whether

the Service Level has been achieved for the Measurement Interval, and Supplier cannot otherwise demonstrate its compliance with that Service Level, then such failure shall be deemed to be a Service Level Failure.

- 3.4 Review of Measuring Tools.** On an annual basis, Supplier shall review the Measuring Tools and assess whether any changes in such Measuring Tools are required to collect and accurately reflect Supplier performance and related data prospectively. Supplier shall promptly notify LS&Co. of any recommended changes in the Measuring Tools as a result of this assessment.

- 3.5 Regional Measurement.** The methodology described in this Exhibit 3 applies uniformly to all LS&Co. Service Locations receiving Services. However, except to the extent otherwise specified in the applicable Service Level Definitions Document, the measurement of Service Level performance, the determination of Supplier's performance against and compliance with each Service Level during the applicable Measurement Interval; and the determination of Supplier's achievement or failure to achieve such Service Level shall be made separately as to the Services provided to, or on behalf of, Service Recipients located within each of the regions specified below (each, a “Region”):

- (a) [****]*
- (b) [****]*
- (c) [****]*

With respect to the foregoing, (i) if a Service Level measures the percent of all invoices processed in accordance with requirements in a given month, then the number of invoices and the percentage compliance, will be measured separately for each Region; (ii) since the total monthly Charges for Services within each Region may vary, the At Risk Amount, while uniform as a percentage ([****]*), may vary as a dollar amount; and (iii) the initial allocations of weighting percentages, and the rules under this Exhibit 3 regarding their reallocation, will apply separately to each Region. With respect to the information technology Service Category, the Parties shall, during the Knowledge Acquisition phase and working in good faith, review the application of the above Regions to the information technology Service Category. To the extent that LS&Co., acting reasonably, determines after the completion of Knowledge Acquisition that refinements or modifications to the Region definitions for the information technology Services are required to better align the reporting of the Service Levels for the information technology Services, the Parties shall align the Region definitions for the information technology Services and the reporting of the information technology Services to reflect those requirements.

4. REPORTING.

- 4.1 Service Level Reports.** Supplier shall provide to LS&Co., as part of Supplier's monthly performance reports, a set of reports to verify Supplier's performance and compliance with the Service Levels (each, a “Service Level Report”). Each Service Level Report shall: (a) be provided to LS&Co. within 10 business days after the end of each calendar month; (b) specify Supplier's performance against and compliance with each Service

Level during the applicable Measurement Interval; (c) specify those Service Levels that Supplier failed to achieve; and (d) contain the details of Supplier's historical performance for each Service Level (e.g., performance average in each of the prior Contract Years as well as the prior 12 months). Supplier shall provide access to such information online and in real-time, where technically feasible, at any time during the Term and Termination Assistance Period.

5. SERVICE LEVEL VALIDATION.

- 5.1 Service Level Baseling Process.** For each Critical Service Level identified in the Service Level Definitions Documents as being “subject to baseline,” Supplier shall review the metrics achieved for those Service Levels (“**Existing Performance**”) during the knowledge acquisition phase of Transition (“**Initial Review Period**”). If prior to the expiration of the Initial Review Period Supplier provides LS&Co. with notice that Supplier wants to measure the actual performance of a Critical Service Levels identified in the Service Level Definitions Documents as being “subject to baseline” (each such Critical Service Level a “**Validation Service Level**”) Supplier shall measure and report the performance of that Validation Service Level for a period of 3 months after the applicable Commencement Date (unless the Parties otherwise agree to a longer period) (“**Validation Period**”). After the expiration of the Validation Period for a Validation Service Level, Supplier shall promptly provide to LS&Co.: (a) the Service Level performance for that Validation Service Level during each month of the Validation Period; and (b) the average performance with respect to that Validation Service Level during the Validation Period (excluding any such measurement that arises as a result of Supplier’s failure to perform the Services) (“**Validated Average**”). If any measurement during the Validation Period is missing, then the missing measurement shall be constructed using the average of the actual remaining measurements during the Validation Period.
- 5.2 Target Adjustments.** If the Validated Average for a Validation Service Level is: (a) no more than 10% lower than the Performance Target for the Validation Service Level, then the Validated Average shall be deemed to be the Performance Target, and the Parties shall amend the applicable Service Level Definitions Document accordingly; and (b) more than 10% lower than the Performance Target for the Validation Service Level, then the LS&Co. Global Lead for the applicable Service Category and the Supplier Global Lead for the applicable Service Category shall meet, and negotiate in good faith, either Changes to the Services or method of delivery of the Services so that Supplier can perform the Services in accordance with such Validation Service Level or an adjustment to the applicable Performance Target for such Validation Service Level, and, upon the agreement of the LS&Co. Global Lead for the applicable Service Category and the Supplier Global Lead for the applicable Service Category the Parties shall amend the applicable Service Level Definitions Document to reflect such agreement; except that: (i) the Performance Target shall not be lower than the Validated Average; and (ii) in no event shall the Performance Target be adjusted by more than 20% from the applicable Performance Target agreed to at the Effective Date. Any adjustment pursuant to this Section 5.2 shall apply on and from the end of the Validation Period.

6. FAILURE TO PERFORM; SERVICE LEVEL CREDITS.

- 6.1 Weighting Factors.** LS&Co. shall assign a number of percentage points to each Critical Service Level (“**Weighting Factor**”), except that the maximum Weighting Factor allocated among all the Critical Service Levels shall not exceed, in the aggregate, [****]*percentage points. The Weighting Factors in effect as of the Effective Date are identified in the applicable Service Level Definitions Document, and LS&Co. may reallocate such Weighting Factors by providing Supplier with 60 days’ prior notice.
- 6.2 Service Level Credits.** Each Critical Service Level Failure shall result in Supplier owing a Service Level Credit to LS&Co.; provided, however, that LS&Co. shall not be entitled to a Service Level Credit for a Service Level Failure that occurs during the [****]*period after the applicable Commencement Date. Service Level Credits shall not limit LS&Co.’s right to recover other damages in excess of the Service Level Credits incurred by LS&Co. as a result of such failure or limit LS&Co.’s remedies for Supplier’s failure to achieve a Service Level; provided, that the amount of any Losses payable to LS&Co. in connection with the applicable Service Level Failure will be reduced by the amount of any Service Level Credit paid by Supplier that relates to the Service Level Failure giving rise to such Losses.
- 6.3 Service Level Credit Calculation.** Each Service Level Credit shall be calculated as follows:

Service Level Credit = A X (B / 100)

Where:

- (a) A is the At Risk Amount for the month in which the Service Level Failure occurred; and
- (b) B is the Weighting Factor for the Critical Service Level for which the Service Level Failure occurred.

For example, assume that Supplier fails to meet the Service Level Target for a Critical Service Level and (i) the Monthly Charges for the month in which the Service Level Failure occurred was \$100,000, (ii) the Weighting Factor for such Critical Service Level is 60 percent, and (iii) the At Risk Amount is [****]*percent. The Service Level Credit due to LS&Co. for such Service Level Failure would be computed as follows:

A = [****]* [*the monthly Charges multiplied by the At Risk Amount*];

Multiplied by:

B = 0.6 (60/100) [*the Weighting Factor divided by 100*];

Equals

= \$9,000 [*the Service Level Credit.*]

- 6.4 Multiple Service Level Failures; At Risk Amount.** If more than one Service Level Failure has occurred in a single month, the sum of the corresponding Service Level Credits shall be credited to LS&Co.; provided that in no event shall the Service Level Credits credited to LS&Co. with respect to all Service Level Failures incurred in a single month exceed the At Risk Amount.
- 6.5 Application of Credits.** The total amount of Service Level Credits which Supplier shall be obligated to pay to LS&Co. with respect to Service Level Failures shall be included on the invoice in the month following the month in which the Service Level Failure giving rise to such Service Level Credit occurred. If no amounts are due and payable to Supplier under such invoice, then Supplier shall pay the amount of the Service Level Credit to LS&Co. within 45 days of that Service Level Credit becoming due.
- 6.6 Service Level Improvement Plan.** Upon the occurrence of a Service Level Failure, Supplier shall identify the cause of such Service Level Failure, and Supplier shall develop and submit to LS&Co. a plan to cure and remediate the cause of such Service Level Failure (“**Service Level Improvement Plan**”) within 10 days after such Service Level Failure (or such other time period agreed to by the Parties). Upon LS&Co.’s approval of the remediation procedures set forth in the Service Level Improvement Plan, Supplier shall promptly implement such procedures.

7. CHANGES TO SERVICE LEVELS.

- 7.1 Addition or Deletion.** LS&Co. expects the Service Levels to develop and evolve to reflect LS&Co.’s business and LS&Co.’s changing needs (including the completion of Projects). Accordingly, upon 60 days’ prior notice, LS&Co. may adjust the Weighting Factor assigned to each Service Level and those Service Levels that are subject to a Service Level Credit; provided, that LS&Co. may not adjust each Weighting Factor more than once in each calendar quarter; and provided further, that the parameters in Section 6.1 shall apply to any such adjustments. At any time throughout the Term, either LS&Co. or Supplier may propose to add or remove a Service Level, or change the Performance Target for a Service Level and how the Service Level is calculated; provided that no such change shall be effective until agreed upon by the Parties.
- 7.2 Continuous Improvement.** The Parties agree that the Service Levels shall be subject to continuous improvement, and the Parties expect and intend that certain Service Levels shall be improved over time. Accordingly, Supplier shall research and propose reasonable improvements to the Services (with appropriate modifications to the applicable Service Levels) at least once each year during the Term. At a minimum, such improvements (and modifications to the applicable Service Levels) shall be consistent with industry best practices for comparable services. Such improvement shall not be implemented or become effective until agreed upon by the Parties.

8. SERVICE LEVEL EXCEPTIONS.

Supplier shall be excused from a failure to achieve a Service Level solely to the extent, and during the time, that Supplier is directly precluded from performing that obligation or achieving that Service Level as a result of:

- (a) LS&Co.’s (or a LS&Co. Agents’, excluding Supplier and Supplier Agents) failure to perform or delay in performing, its specified and written obligations (for example, obligations that refer directly to LS&Co. in the form of “LS&Co. shall” or directly to a LS&Co. Agent in the form of “LS&Co. Agent shall”) under the Agreement;
- (b) Service or Supplier Staff reductions requested by LS&Co. and agreed to by the Parties in accordance with the Contract Change Process; provided, that Supplier has previously notified LS&Co. in writing as part of such Contract Change Process that the implementation of such Service or Supplier Staff reductions would result in such failure to meet the Service Level;
- (c) LS&Co.’s failure to repair Equipment used to provide the Services where: (i) LS&Co. is responsible for such repair; (ii) Supplier has notified LS&Co. of the need to repair the Equipment prior to any Service Level Failure attributable to that Equipment; (iii) Supplier’s ability to maintain the Service Level is directly dependent upon such Equipment; and (iv) LS&Co. has, prior to any Service Level Failure attributable to that Equipment, agreed in writing that the Equipment does not meet the required technical performance requirements;
- (d) Services performed during the execution of the Disaster Recovery Plan, the execution of which is in support of a LS&Co.-declared disaster, to the extent that the implementation of the Disaster Recovery Plan prevents Supplier from accessing Systems or Supplier Staff necessary to provide the Services in accordance with the Service Levels; provided that Supplier shall not obtain such relief if the Disaster Recovery Plan is designed to ensure the provision of the Services in accordance with the Service Levels or the implementation of the Disaster Recovery Plan was as a result of an act or omission of Supplier. Supplier shall use all reasonable efforts to continue to perform the affected Services in accordance with the applicable Service Levels in the event of the implementation of the Disaster Recovery Plan;
- (e) an LS&Co. Third Party Contractor’s failure to perform, or delay in performing, its specified and written obligations in accordance with the terms of that LS&Co. Third Party Contractor’s agreement with LS&Co., where Supplier’s ability to maintain the Service Level is directly dependent upon strict performance by the LS&Co. Third Party Contractor, and except to the extent that Supplier is responsible for managing that LS&Co. Third Party Contractor’s performance and has failed to so manage that performance;

- (f) LS&Co.'s exercise of its right to step-in under Section 13.5 of the Agreement, but only for such affected Services and only during the period of time between a Step-In Date and the corresponding Step-Out Date;
- (g) For the Services billed pursuant to Section 5.6 of Exhibit 4, LS&Co.'s failure to agree, pursuant to the process set forth in Section 5.6 of Exhibit 4, to permit an increase in the number of Supplier Staff engaged by Supplier to perform that specific Service in order to cover a material increase (as the nature of such material increase is detailed in Section 5.6 of Exhibit 4) in the consumption of such Service by LS&Co.; provided that Supplier has previously notified LS&Co. in writing as part of such process that the failure to increase the Supplier Staff would result in such failure to meet the specific Service Level;

(each a “**Relief Event**”) and provided that Supplier: (x) promptly provides LS&Co. with advance notice identifying in detail the Relief Event in question, the nature of LS&Co.’s failure to perform such Relief Event (where applicable) and the relevant Supplier obligation or Service Levels that is at risk; (y) continues without interruption to use all reasonable efforts to perform its obligation notwithstanding the occurrence of the Relief Event; and (z) re-commences performance of the obligation, or the affected Service in accordance with this Agreement or the Service Levels, immediately upon LS&Co. curing the Relief Event.

MASTER SERVICES AGREEMENT*

BY AND BETWEEN

LEVI STRAUSS & CO.

AND

WIPRO LIMITED

NOVEMBER 7, 2014

**EXHIBIT 3
SERVICE LEVEL MANAGEMENT**

**ATTACHMENT 3.1
SERVICE LEVEL DEFINITIONS – HUMAN RESOURCE SERVICES**

* Certain information in this exhibit has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions marked with [****]*.

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1. INTRODUCTION.

- 1.1 General.** This Attachment describes each Service Level. For each Service Level this Attachment details the applicable Performance Target, the method for measuring the Service Level and the formula for calculating achievement of the Performance Target. For each Critical Service Level, the Weighting Factor applicable at the Effective Date shall be as set forth in this Attachment.
- 1.2 References.** References to an Attachment, Appendix, Section or Article shall be to such Attachment or Appendix to, or Section or Article of, this Exhibit unless otherwise provided. A reference to this Exhibit includes a reference to the Attachments and Appendices attached hereto.
- 1.3 Definitions.** As used in this Exhibit, capitalized terms shall have the meanings set forth in Exhibit 1. Other terms used in this Exhibit are defined where they are used and have the meanings there indicated.
- 1.4 Completion of Service Level Definitions.** The Service Levels included in this Attachment at the Effective Date reflect the Parties best efforts to define the applicable the Service Levels for the Service (and applicable Performance Targets and Service Level Credits). After the Effective Date the Parties shall work in good faith with each other to finalize the list of Service Levels in this Attachment (and the associated Performance Targets and Service Level Credits) that will be applicable to Supplier's performance of the Services after the applicable Commencement Date. Despite the foregoing, the Parties agree that this Attachment shall not be amended without the mutual written agreement of both Parties.

2. CRITICAL SERVICE LEVELS.

Pursuant to Section 2.6 of Exhibit 8 the Parties will define, during Knowledge Acquisition, any Critical Service Levels that are to apply to the performance of the applicable Services on and from the Commencement Date (which Critical Service Levels will be subject to the terms of this Exhibit 3).

3. OTHER SERVICE LEVELS**3.1 Employee Relations: Employee Relations Quality of Service**

Employee Relations KPI01: ER Quality of Service	
Objective	To ensure that the Supplier employee relations (ER) team is providing quality consultation to LS&Co. employees.
Definition	Satisfaction with Supplier ER service delivery will be measured on a 5 point scale.
Method	

Employee Relations KPI01: ER Quality of Service	
Data Capture	The quality rating will be determined by the LS&Co. legal team rating a random sample of ER cases on a quarterly basis and rating them on a scale of 1 to 5.
Measurement Interval	Quarterly
Method of Calculation	For each Measurement Interval: ER quality =[(# of ER cases rated => 3) / (# of ER cases)] * 100
Service Metric	
Performance Target	Performance Target is achieved when 75% of cases (subject to baselining) indicate overall quality rating of 4 or better on a scale of 1 to 5 where 1 is the lowest rating and 5 is the highest rating.
Metric Type	The following Service Level is promotable to a Critical Service Level at the election of LS&Co.

3.2 Employee Relations: Timeliness of Employee Relations Transaction Completion

Employee Relations KPI02: Timeliness of ER Transaction Completion	
Objective	To ensure the timely completion of ER transactions that arise from LS&Co. ER queries.
Definition	The percentage of ER transactions that are completed in accordance with LS&Co. service standards as shown below: <ul style="list-style-type: none"> Preparation of termination proposals - 2 business days, subject to demands of initiative, and as mutually agreed Review of corrective actions and performance improvement plans - 2 business days
Method	
Data Capture	The contact tracking system that records contacts and their resolution.
Measurement Interval	Monthly
Method of Calculation	For each Measurement Interval: (Number of ER transactions that are completed within agreed service standards) / (Total number of transactions that are initiated within the Measurement Interval minus excluded transactions) * 100
Service Metric	
Performance Target	Performance Level is achieved when 85% (subject to baselining) of identified ER-related transactions are completed in accordance LS&Co. service standards.
Metric Type	The following Service Level is promotable to a Critical Service Level at the election of LS&Co.

3.3 Leave Administration: Leave Request Response Timeliness

Leave Administration KPI01: Leave Request Response Timeliness	
Objective	To ensure LS&Co. employees receive timely responses to their new leave requests
Definition	Percentage of responses completed within 2 business days regarding new leave requests for [****]*. Percentage of responses completed within 2 business days regarding new leave requests for [****]* and [****]*, subject to baselining.
Method	
Data Capture	Supplier systems capture all records and provide reports.
Measurement Interval	Monthly
Method of Calculation	For each Measurement Interval: (The number of leave request responses within agreed number of business days) divided by (The total number of leave requests in the Measurement Interval) expressed as a percentage.
Service Metric	
Performance Target	98%, subject to baselining
Metric Type	The following Service Level is promotable to a Critical Service Level at the election of LS&Co.

3.4 Leave Administration: FMLA Leave Expiry

Leave Administration KPI02: FMLA Leave Expiry	
Objective	To ensure LS&Co. employees receive timely notification when their Company protected leave period has ended based on company policy.
Definition	Percentage of exhaustion notifications submitted to agreed-upon channels for distribution within two (2) business days past the period end date for [****]*, subject to baselining. Percentage of exhaustion notifications submitted to agreed-upon channels for distribution within two (2) business days past the period end date for [****]* and [****]*, subject to baselining for similar leaves
Method	
Data Capture	Supplier systems capture all records and provide reports.
Measurement Interval	Monthly
Method of Calculation	For each Measurement Interval: (The number of leave exhaustion notifications communicated within agreed number of business days past period end date) divided by (The total number of leave decision exhaustion notifications communicated in the Measurement Interval)

Leave Administration KPI02: FMLA Leave Expiry	
expressed as a percentage.	
Service Metric	
Performance Target	Performance Target is achieved when the leave exhaustion notifications are communicated to the employee and/or manager in agreed number of business days 90% of the time (subject to baselining).
Metric Type	The following Service Level is promotable to a Critical Service Level at the election of LS&Co.

3.5 Leave Administration: Leave Request Decision Notification Timeliness

Leave Administration KPI03: Leave Request Decision Notification Timeliness	
Method	
Data Capture	Supplier systems capture all records and provide reports.
Measurement Interval	Monthly
Method of Calculation	For each Measurement Interval: (The number of leave decision notifications communicated within 35 calendar days of original request) divided by (The total number of leave decision notifications) expressed as a percentage less any approved requests for extensions
Service Metric	
Performance Target	Performance Target achieved when 97% (subject to baselining) of leave decision notifications are communicated within thirty-five (35) business days.
Metric Type	The following Service Level is promotable to a Critical Service Level at the election of LS&Co.

3.6 Employee Data Management: Employee Data Accuracy

Employee Data Management KPI01: Employee Data Accuracy	
Objective	To ensure that updates to employee data are completed accurately.

Employee Data Management KPI01: Employee Data Accuracy	
	(Includes all data that Supplier is responsible for managing for benefits and non-benefits).
Definition	The percentage of member transactions during a Measurement Interval (10% random sample of total global volume assessed by Supplier's reporting team (all regions to be covered)) that are completed accurately.
Method	
Data Capture	Report (10% sample as noted above) to be created from the HR system based on a random sample of transactions performed by Supplier personnel.
Measurement Interval	Daily
Method of Calculation	For each Measurement Interval: Data Accuracy = ((# of transactions completed accurately) / (# of transactions sampled)) * 100
Service Metric	
Values	Metrics.
Performance Target	Performance Target is achieved when 99% (subject to baselining) of transactions are processed accurately for [****]*, and 99% transactions are processed accurately for [****]* and [****]*, subject to baselining.
Metric Type	The following Service Level is promotable to a Critical Service Level at the election of LS&Co.

3.7 Employee Data Management: Employee Data Timeliness

Employee Data Management KPI02: Employee Data Timeliness	
Objective	Ensure that updates to employee data are completed in a timely manner.
Definition	Employee data timeliness is the time taken to update employee data on the system, post receiving notification from LS&Co. Updates are made to the HR system within 24 hours (subject to baselining) of receiving the transactions.
Method	
Data Capture	Supplier will track and report on the time and date transactions are received when they are updated in the HR system. The Base))) system will track this based on case opening and closing in the CRM system.
Measurement Interval	Daily
Method of Calculation	For each Measurement Interval: Data Timeliness = ((# of transactions completed within 24 hours of receipt) / (# of transactions)) * 100 Note: Elapsed time excludes weekend hours.
Service Metric	

Employee Data Management KPI02: Employee Data Timeliness	
Values	Metrics.
Performance Target	Performance Target is achieved when 99% (subject to baselining) of transactions are completed within 24 hours, and all transactions within 72 hours for a volume threshold to be determined during transition.
Metric Type	The following Service Level is promotable to a Critical Service Level at the election of LS&Co.

3.8 Employee Data Management: Employee File Retrieval Timeliness

Employee Data Management KPI03: Employee File Retrieval Timeliness	
Objective	Retrieve records in a timely manner.
Definition	Measured by dividing the number of records requests retrieved within 3 business days by the total number of record requests retrieved.
Method	
Data Capture	Supplier will track and report on the time and date transactions are received when they are updated in the HR system
Measurement Interval	Daily
Method of Calculation	For each Measurement Interval: File retrieval time = [(# of requests completed within 3 business days of receipt) / (# of requests)] * 100 Note: Elapsed time excludes weekend days.
Service Metric	
Values	Metrics
Performance Target	Performance Target is achieved when 99% (subject to baselining) of archived employee data that Supplier is responsible for managing is pulled within three (3) business days of request from Supplier.
Metric Type	The following Service Level is promotable to a Critical Service Level at the election of LS&Co.

3.9 Benefit Administration – Transaction Accuracy

Benefits KPI01: Benefit Administration – Transaction Accuracy	
Objective	Measure accuracy of enrolments entered into the system by the benefits administration team. Accuracy includes all aspects of the transaction including calculations and employee communications.
Definition	A transaction is defined as an entry of data specific to an employee's benefits data into the system.

Benefits KPI01: Benefit Administration – Transaction Accuracy	
	Accuracy includes entries of benefit elections (not completed through self-service), entries of contribution amounts (not completed through self-service), movement of overage dependents into the correct plans, and movements of retirees / retiree dependents (over 65/under 65) into the correct plans. The percentage of member transactions during a Measurement Interval (random sample assessed by Supplier's internal audit team) that are completed accurately.
Method	
Data Capture	To be determined during the requirements phase.
Measurement Interval	Monthly
Method of Calculation	Benefits transaction accuracy % = (total number of benefits transactions in the random sample - number of inaccurate benefits transactions in the random sample) / total number of benefits transactions in the random sample X 100 Inaccurate non-pension benefit requests will be measured through a detailed audit (including processing, descriptions, and end to end experience) conducted by Supplier's internal audit team on a random sample of benefits transactions.
Service Metric	
Performance Target	Performance Target is achieved when 99% (subject to baselining) of benefits transactions for LSA are processed accurately, and 99% of benefits transactions for LSE and AMA are processed accurately, subject to baselining.
Increased Impact	97% subject to baselining
Metric Type	The following Service Level is promotable to a Critical Service Level at the election of LS&Co.

3.10 Benefit Administration – Transaction Timeliness

Benefits KPI02: Benefit Administration – Transaction Timeliness	
Objective	To ensure that benefits transactions in the defined scope of work are completed in a timely manner.
Definition	The percentage of member transactions during a Measurement Interval (random sample assessed by Supplier's reporting team) that are completed within 72 hours of request.
Method	
Data Capture	To be determined during the requirements phase.
Measurement Interval	Monthly
Method of Calculation	Transaction timeliness = (total number of benefits transactions processed in 72 hours) / (total number of Benefits transactions closed during Measurement Interval) expressed as a percentage. Supplier to calculate the average number of business days from the

Benefits KPI02: Benefit Administration – Transaction Timeliness	
Service Metric	
Performance Target	Performance Target is achieved when 99% (subject to baselining) of benefits transactions are processed within 72 hours for [****]*, and when 99% of benefits transactions are processed within 72 hours for [****]* and [****]*, subject to baselining.
Metric Type	The following Service Level is promotable to a Critical Service Level at the election of LS&Co.

3.11 Benefit Administration – Materials Fulfillment Timeliness

Benefits KPI03: Benefits Administration – Materials Fulfillment Timeliness	
Method	
Data Capture	Supplier will use automated reporting from the TBA system to track the timeliness of fulfilment procedures. Data will also be tracked separately for ERISA-type requirements, and equivalent in other countries as required
Measurement Interval	Monthly
Method of Calculation	For each Measurement Interval: [Number of materials submitted to distribution channels within agreed upon timeframe] divided by the [Total number of materials submitted to distribution channels] expressed as a percentage. Supplier to calculate the average number of business days from the time the event is identified to the time the service request is created for the fulfillment team or communicated electronically.
Service Metric	
Performance Target	Performance target is achieved when 99.9% (subject to baselining) of materials are distributed within agreed upon timeframes for [****]*, and 99.9% of materials are distributed within agreed upon timeframes for [****]* and [****]*, subject to baselining

Benefits KPI03: Benefits Administration – Materials Fulfillment Timeliness

Metric Type	The following Service Level is promotable to a Critical Service Level at the election of LS&Co.
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3.12 Benefit Administration – Materials Fulfillment Accuracy**Benefits KPI04: Benefits Administration – Materials Fulfillment Accuracy**

Objective	To ensure that benefits related materials distributed by the Supplier are processed accurately.
Definition	Percentage of sampled benefit-related materials that are processed accurately. Benefits-related materials are defined as newly eligible packets and/or retirement packets. Accurately includes distributing the correct packet based on the correct event (e.g., newly eligible employees should receive the most current version of the newly eligible employee packet)
Method	
Data Capture	Supplier will use random sampling to track the accuracy of fulfilment procedures.
Measurement Interval	Monthly
Method of Calculation	For each Measurement Interval: [The number of audited transactions that pass (i.e. accurate transactions)] divided by [The total number of transactions audited] expressed as a percentage.
Service Metric	
Performance Target	Performance Target is achieved when 99.9% (subject to baselining) of sampled materials are error free for [****]*, and when 99.9% of sampled materials are error free for [****]* and [****]*, subject to baselining
Metric Type	The following Service Level is promotable to a Critical Service Level at the election of LS&Co.

3.13 Recruitment – Recruiting Timeliness**Recruitment KPI01: Recruiting Timeliness**

Objective	To ensure LS&Co. recruiting administration activities (interview scheduling, background check, OB) are done in a timely manner
Definition	Number of recruiting transactions processed within the agreed period of time divided by the number of recruiting transactions received during the period. Timeliness measurement will exclude the time when the request is pending due to dependencies outside from Supplier for incomplete instructions or documents
Method	

Recruitment KPI01: Recruiting Timeliness	
Data Capture	Supplier will track and report on the recruiting transactions which are received when they are updated in the HR system.
Measurement Interval	Monthly
Method of Calculation	For each Measurement Interval: Recruiting timeliness = [(# of recruiting transactions received and processed within agreed period of time) / (# of recruiting transactions received during the period)] * 100
Service Metric	
Performance Target	Performance Target is achieved when 99% (subject to baselining) of transactions are completed within 24 hours and all transactions within 72 hours for a volume threshold to be determined during transition.
Metric Type	The following Service Level is promotable to a Critical Service Level at the election of LS&Co.

3.14 Recruitment – Employee Data Accuracy

Recruitment KPI02: Employee Data Accuracy	
Objective	To ensure that the data of a new employee is completed accurately in the system
Definition	The percentage of recruiting transactions during a Measurement Interval (10% random sample of total global volume assessed by Supplier's reporting team (all regions to be covered)) that are completed accurately.
Method	
Data Capture	Report (10% sample as noted above) to be created from the HR System based on a random sample of transactions performed by Supplier personnel.
Measurement Interval	Monthly
Method of Calculation	For each Measurement Interval: based on 10% sample, (Number of recruiting transactions processed correctly during the period) / (Total number of recruiting transactions received and processed during the period)
Service Metric	
Values	Metrics
Performance Target	Performance Target is achieved when 99% (subject to baselining) of transactions are processed accurately for [****]*, and 99% (subject to baselining) transactions are processed accurately for [****]* and [****]*, subject to baselining.
Metric Type	The following Service Level is promotable to a Critical Service Level at the election of LS&Co.

3.15 Compensation Admin – Employee Data Accuracy

Compensation Admin KPI01: Compensation Admin timeliness	
Objective	To ensure that compensation data requests are performed on time as agreed according to the schedule
Definition	Compensation data provided to third parties for survey as per the agreed timelines between third party and LS&Co.
Method	
Data Capture	Captured using Supplier's case management tool.
Measurement Interval	Yearly
Method of Calculation	Number of requests processed and provided to third party on time / total number of requests received
Service Metric	
Performance Target	99% (subject to baselining)
Metric Type	The following Service Level is promotable to a Critical Service Level at the election of LS&Co.

3.16 Performance Management – Performance Management Timeliness

Performance Management KPI01: Performance Management timeliness	
Objective	To ensure that performance management activities are performed on time as agreed according to the schedule.
Definition	Percent of performance management support closed prior to 2 days of actual performance cycle closure.
Method	
Data Capture	To be captured using Workday.
Measurement Interval	Yearly
Method of Calculation	Number of requests processed on time / total number of requests received as a percentage
Service Metric	
Performance Target	99% subject to baselining
Metric Type	The following Service Level is promotable to a Critical Service Level at the election of LS&Co.

3.17 Offboarding – Offboarding Accuracy

Offboarding KPI01: Offboarding Accuracy	
Objective	To ensure that updates to termination data of an employee are completed accurately.
Definition	Number of termination transactions processed accurately divided by the number of termination transactions processed during the period.

Offboarding KPI01: Offboarding Accuracy	
Method	
Data Capture	Report (10% sample of global transactions, covering all regions) to be created from the HR system based on a random sample of transactions performed by Supplier personnel.
Measurement Interval	Daily
Method of Calculation	For each Measurement Interval: based on 10% sample (Number of termination transactions processed correctly during the period) / (Total number of termination transactions received and processed during the period)
Service Metric	
Performance Target	99% subject to baselining
Metric Type	The following Service Level is promotable to a Critical Service Level at the election of LS&Co.

3.18 Offboarding – Offboarding Timeliness

Offboarding KPI02: Offboarding Timeliness							
Objective	To ensure LS&Co. employees are terminated timely based on the requests received.						
Definition	<p>Number of termination transactions processed within the agreed period of time divided by the number of termination transactions received during the period. Timelines measurement will exclude the time when the request is pending due to dependencies outside from Supplier for incomplete instructions or documents.</p> <p>This includes but is not limited to:</p> <ul style="list-style-type: none"> Preparation of severance kits: 2 business days, subject to demands of initiative, and as mutually agreed Special initiatives: includes 10-20 employees, 20-50, and 50 - 1,000 <table border="1"> <tbody> <tr> <td>10 - 20 employees</td><td>Severance spreadsheet - 2 business days Preparation of severance kit - 2 business days</td></tr> <tr> <td>21 - 50 impacted employees</td><td>Severance spreadsheet - 3 business days Preparation of severance kit - 5 business days</td></tr> <tr> <td>51 - 1000 impacted employees</td><td>Severance spreadsheet - 4 business days Preparation of severance kit - 10 business days</td></tr> </tbody> </table>	10 - 20 employees	Severance spreadsheet - 2 business days Preparation of severance kit - 2 business days	21 - 50 impacted employees	Severance spreadsheet - 3 business days Preparation of severance kit - 5 business days	51 - 1000 impacted employees	Severance spreadsheet - 4 business days Preparation of severance kit - 10 business days
10 - 20 employees	Severance spreadsheet - 2 business days Preparation of severance kit - 2 business days						
21 - 50 impacted employees	Severance spreadsheet - 3 business days Preparation of severance kit - 5 business days						
51 - 1000 impacted employees	Severance spreadsheet - 4 business days Preparation of severance kit - 10 business days						
Method							
Data Capture	Supplier will track and report on the termination transactions which are received when they are updated in the HR system.						

Offboarding KPI02: Offboarding Timeliness	
Measurement Interval	Monthly
Method of Calculation	For each Measurement Interval: (Number of termination transactions received and processed within agreed period of time) (Total number of termination transactions received during the period)
Service Metric	
Performance Target	99.9% subject to baselining
Metric Type	The following Service Level is promotable to a Critical Service Level at the election of LS&Co.

3.19 Offboarding – Severance Package Accuracy

Offboarding KPI03: Severance Package Accuracy	
Objective	To ensure that all severance-related materials distributed by Supplier are processed accurately.
Definition	Severance package accuracy is the percentage of sampled severance materials that are processed accurately. Severance material includes all severance packet documents for which Supplier is responsible.
Method	
Data Capture	Supplier will use random sampling to track the accuracy of fulfilment procedures.
Measurement Interval	Quarterly
Method of Calculation	For each Measurement Interval: [The number of audited transactions that pass] divided by [The total number of transactions audited] expressed as a percentage. Calculation will look at the personalized employee data to determine if the personalized data is accurate.
Service Metric	
Performance Target	Service Level is achieved when 99% (subject to baselining) of sampled materials are error free.
Metric Type	The following Service Level is promotable to a Critical Service Level at the election of LS&Co.

3.20 Service Desk – Average Speed to Answer

Service Desk KPI01: Average Speed to Answer	
Objective	To ensure that calls to the service desk are answered promptly.
Definition	The length of time that an LS&Co. employee/family member or retiree/family member waits to speak with a service desk agent.

Service Desk KPI01: Average Speed to Answer	
Method	
Data Capture	Through Supplier's tracking system.
Measurement Interval	Daily
Method of Calculation	For each Measurement Interval: ASA = [(sum of speed to answer for all calls) / (# of calls)] *100
Service Metric	
Values	Metrics
Performance Target	Performance Target is achieved when the average speed to answer does not exceed 45 seconds (not counting IVR steps), subject to baselining
Metric Type	The following Service Level is promotable to a Critical Service Level at the election of LS&Co.

3.21 Service Desk – First Call Resolution

Service Desk KPI02: First Call Resolution	
Objective	To measure the number of calls that are resolved on the first call, per the escalation policy, to the Supplier's Service Desk.
Definition	<p>“First Call Resolution” means that a problem is resolved during the first time an LS&Co. employee/family or retiree/family is on the phone with the service desk related to that problem.</p> <p>A problem is considered “resolved” if:</p> <ul style="list-style-type: none"> - Service desk has resolved the problem to the LS&Co. employee’s/family or retiree’s/family satisfaction and the request is closed <p>Ticket types in scope for this calculation:</p> <ul style="list-style-type: none"> • Bereavement • Demographic changes • E-learning general question • Employee issues (to be expanded on during transition) • Employment verification • General Information • Holidays • HR portal questions • Policy information • Other benefit programs • Workday use query • Policy inquiry • Recruiting system password reset • Red Tab Foundation • Severance inquiries • Talent acquisition requisition questions • Transfer call to Fidelity

Service Desk KPI02: First Call Resolution	
	<ul style="list-style-type: none"> • Transfer call to Learning • Transfer call to other third party • Transfer call to Payroll • Vacation & leaves inquiries • Workplace safety
Method	
Data Capture	Supplier will track and report First Call Resolution statistics via its service ticket system.
Measurement Interval	Monthly.
Method of Calculation	For each Measurement Interval: First Call Resolution = [(# of calls “resolved”) / (# of calls)]* 100
Service Metric	
Values	Metrics.
Performance Target	90.0% (subject to baselining) of all first calls are resolved while employee/family or retiree/family is on the initial phone call.
Metric Type	The following Service Level is promotable to a Critical Service Level at the election of LS&Co.

3.22 Service Desk – Customer Satisfaction

Service Desk KPI03: Customer Satisfaction	
Objective	To ensure that Supplier is meeting customer (end-user) expectations.
Definition	Percentage of surveyed employees/participants indicating “overall satisfaction”, using a 5 point scale, where 5 represents completely satisfied and 1 represents completely dissatisfied and “overall satisfaction” is defined as top 2 responses. Calculated as number of respondents indicating “overall satisfaction”, divided by total number of respondents. LS&Co. and Supplier to mutually agree on CSAT survey questionnaire.
Method	
Data Capture	LS&Co. and Supplier will develop a mutually acceptable survey and will agree on sample size.
Measurement Interval	Monthly
Method of Calculation	The average score of all survey responses to a specific question (the “Overall Satisfaction” question) from the internal and external hire surveys. All responses will be totalled to calculate an overall average. [Average score from all responses to specific question]
Service Metric	
Performance Target	Performance Target is achieved when average response indicates an overall satisfaction score of 3.5 or greater on a 5-point scale,

Service Desk KPI03: Customer Satisfaction	
	subject to baselining.
Metric Type	The following Service Level is promotable to a Critical Service Level at the election of LS&Co.

3.23 Service Desk – Inquiry Acknowledgement

Service Desk KPI04: Inquiry Acknowledgement	
Objective	To ensure that email queries are acknowledged in a reasonable time frame.
Definition	Measured by the number of inquiries received by email that are acknowledged within 1 business day (24 hours) divided by the total number of emails received.
Method	
Data Capture	Data captured using Supplier's system.
Measurement Interval	Daily
Method of Calculation	For each Measurement Interval: Acknowledgement percent = [# of inquiries acknowledged within 1 business day) / (total # of inquiries)] * 100
Service Metric	
Values	Metrics.
Performance Target	100% (subject to baselining) of user emails are acknowledged within 1 business day.
Metric Type	The following Service Level is promotable to a Critical Service Level at the election of LS&Co.

3.24 Service Desk – Resolution of Escalated Cases

Service Desk KPI05: Resolution of Escalated Cases	
Objective	To ensure that cases escalated to Tier II (Supplier Transaction Processing Team) are resolved in a reasonable time frame.
Definition	Measured by the number of cases escalated to Tier II or resolved within two business days divided by the number of cases escalated to Tier II.
Method	
Data Capture	Data captured using Supplier's system
Measurement Interval	Daily
Method of Calculation	For each Measurement Interval: Escalated case resolution percentage = [# of escalated cases resolved within 2 business day) / (# of escalated cases)] * 100

Service Desk KPI05: Resolution of Escalated Cases	
Service Metric	
Values	Metrics.
Performance Target	95.0% (subject to baselining) of cases escalated to Tier II resolved within 2 Business Days. In Scope: Incidents escalated to Tier II – Benefits Incidents escalated to Tier II – ER Incidents escalated to Tier II – LOA Incidents escalated to Tier II – Recruiting/Fulfillment
Metric Type	The following Service Level is promotable to a Critical Service Level at the election of LS&Co.

3.25 Service Desk – Escalated Cases to LS&Co.

Service Desk KPI06: Escalated Cases to LS&Co.	
Method	
Data Capture	Data captured using Supplier's system.
Measurement Interval	Monthly
Method of Calculation	For each Measurement Interval: (Total number of cases escalated to Tier III – number of cases escalated inaccurately to Tier III) / total number of escalated cases to Tier III *100
Service Metric	
Values	Metrics
Performance Target	99% subject to baselining
Metric Type	The following Service Level is promotable to a Critical Service Level at the election of LS&Co.

3.26 Service Desk – Service Desk Availability

Service Desk KPI07: Service Desk Availability	
Objective	To ensure that Supplier call center is available to LS&Co. employees.
Definition	Measured as the minutes system is available during the agreed helpdesk shift window per region less scheduled maintenance

Service Desk KPI07: Service Desk Availability	
Definition	divided by the total available minutes less scheduled maintenance Outages and downtime stemming from local Supplier telephony outside of Supplier's responsibility to be excluded from this calculation.
Method	
Data Capture	ACD reports and/or telephone system reports indicating network and system is available to process calls.
Measurement Interval	Monthly
Method of Calculation	For each Measurement Interval: Service desk availability = [(# of minutes the service desk is available) / (# of total minutes during agreed helpdesk shift window)] * 100
Service Metric	
Values	Metrics.
Performance Target	Call Center is available 99.9% (subject to baselining) of the time to receive calls.
Metric Type	The following Service Level is promotable to a Critical Service Level at the election of LS&Co.

3.27 Service Desk – Call Abandonment Rate

Service Desk KPI08: Call Abandonment Rate	
Objective	To ensure that Supplier answers end-user calls to its customer service desk prior to the user hanging up.
Definition	The call abandonment rate is the proportion of calls that come into Supplier's customer service desk for which LS&Co. end-users either hang up or are disconnected before Supplier answers the telephone.
Method	
Data Capture	The statistics for measuring call abandonment rates are captured via a Supplier-provided ACD (Automatic Call Distribution) system. Supplier will utilize statistics generated by the ACD to produce reporting that allows for the monitoring and tracking of Supplier's compliance with this Service Level.
Measurement Interval	Daily
Method of Calculation	For each Measurement Interval: Call abandonment = [(# of calls abandoned) / (total # of calls)] * 100
Service Metric	
Values	Metrics.
Performance Target	The average call abandonment rate does not exceed 5% (subject to baselining) of total calls received during the Measurement

Service Desk KPI08: Call Abandonment Rate	
	Interval.
Metric Type	The following Service Level is promotable to a Critical Service Level at the election of LS&Co.

3.28 HRIS – Interface Reliability

HRIS KPI01: Interface Reliability	
Objective	To ensure that service requests for new interfaces or changes to existing interfaces are implemented into production successfully.
Definition	Success of building interfaces (new or a change) having no defects during the user acceptance testing (UAT) phase.
Method	
Data Capture	Reports created from Supplier UAT log.
Measurement Interval	Monthly
Method of Calculation	For each Measurement Interval: Modification success rate = 1-[# of changes installed requiring fixes) / (total number of changes applied)] * 100.
Service Matrix	
Values	Metrics
Performance Target	95% (subject to baselining) of modification introduced will be cleared during the UAT phase prior to releasing to production environment.
Metric Type	The following Service Level is promotable to a Critical Service Level at the election of LS&Co.

3.29 HRIS – Incident Management and Resolution

HRIS KPI02: Incident Management and Resolution	
Objective	To ensure that service restoration for incidents that are caused by Supplier supported systems or interfaces (the “Systems”) are completed in a timely and orderly manner to minimize the impact to LS&Co.’s business operations.
Definition	Supplier will respond and manage all incidents that are escalated to them for the Systems that they are responsible for based on the following severity levels and Incident response time schedule: <ul style="list-style-type: none"> • Severity 1 (Urgent) – System down, business outage, or immediate work stoppage that threatens current and future business operations of LS&Co. • Severity 2 (High) – High-impact problem where production is proceeding, but in a significantly impaired fashion; an Incident with a time-sensitive issue important to long-term productivity that is not causing immediate work stoppage. • Severity 3 (Medium) – Important issue that does not have

HRIS KPI02: Incident Management and Resolution	
Method	
Data Capture	<p>significant current productivity impact. In addition severity 3 includes specific outage scenarios as identified and agreed to by LS&Co.</p> <ul style="list-style-type: none"> • Severity 4 (Low) – Minor inconvenience requiring ultimate, but not immediate, restoration. In addition severity 4 includes specific outage scenarios as identified and agreed to by LS&Co.
Measurement Interval	Per incident.
Method of Calculation	<p>(1) Number of incidents at each severity level acknowledged within the timeframes specified in the Metrics section below divided by number of Incidents at each correlating severity level.</p> <p>(2) Number of incidents at each severity level resolved or with a workaround in place within the timeframes specified in the service metric section below divided by number of Incidents at each correlating severity level.</p>
Service Metric	
Values	Metrics
Performance Target	98% (subject to baselining) or more of:

HRIS KPI02: Incident Management and Resolution

	<ul style="list-style-type: none"> • Severity 1 (Urgent) Incidents are acknowledged within two (2) hours and are either resolved or have a workaround implemented within one business day following acknowledgement; (an exception here will be in case that Severity 1 is on account of the Workday application unavailability itself or a Workday product defect) and • Severity 2 (High) Incidents are acknowledged within one (2) hour and are either resolved or have a workaround implemented within one business day following acknowledgement; and • Severity 3 (Medium) Incidents are acknowledged within 24 hours of ticket opening, during 8:00 AM to 5:00 PM local business hours, and are either resolved or have a work around implemented within 2 business days following acknowledgement; and • Severity 4 (Low) Incidents are acknowledged within 24 hours of ticket opening, during 8:00 AM to 5:00 PM local business hours, and are either resolved or have a work around implemented within 5 business days following acknowledgement. <p>100% of all incidents are either resolved or have a workaround implemented within 10 business days</p>
Metric Type	The following Service Level is promotable to a Critical Service Level at the election of LS&Co.

3.30 HRIS – Problem Management Root Cause Analysis**HRIS SLA01: Problem Management Root Cause Analysis**

Service Level Measure	Target Time	Performance Goal (Aspirational Target)	Performance Target	Measurement Interval
Priority 1	3 Calendar days	100%	99% (To be Baseline)	Monthly
Priority 2	5 Calendar days	100%	97% (To be Baseline)	Monthly
Priority 3	15 Calendar days	100%	95%	Monthly
Data Capture	ITSM Tool (Service Now)			
Method of Calculation	(Total number of Priority N (N=1,2,3 or 4) problems resolved within Target time within the measurement interval			
	/			

HRIS SLA01: Problem Management Root Cause Analysis				
Service Level Measure	Target Time	Performance Goal (Aspirational Target)	Performance Target	Measurement Interval
	Total number of Priority N (N=1,2,3 or 4) Problems resolved within the measurement interval) * 100%			
	Note: Resolution Time = Problem Resolved time - Problem Assigned time A problem is considered to be resolved once RCA is submitted			
Exclusions	<ul style="list-style-type: none"> Anything with regard to enhancements or pending for Change to be implemented Time taken by Customer or Third-Party Vendors in resolving an Incident before it is assigned to the Supplier would be excluded from Supplier's resolution goal target 			
Low Volume Clause	<ul style="list-style-type: none"> Low Volume Service Levels: In respect of any Service Level that has low volumes of data points in any given Measurement Interval (i.e., Service Levels where the number of measured data points occurring in a given Measurement Interval is so low that a single failure would result in an Service Level Failure), supplier shall have the right to eliminate one (1) data point from the calculation of compliance with each such Service Level, as applicable. 			

This will be reported along with Global Apps Service Levels

3.31 HRIS – Change Management Enhancement

HRIS SLA02: Change Management Enhancement					
Service Level Measure	Target Time	Performance Goal (Aspirational Target)	Performance Target	Measurement Interval	Calculation Method
Applications promoted to production error free	(Not Applicable)	100%	97%	Monthly	(Total number of Resolved Enhancement CRs without any post production defects within the measurement interval / Total number of Enhancement CRs resolved within the measurement interval) * 100%
Enhancements delivered on	Not Applicable	100%	95%	Monthly	(Total number of Resolved Enhancement CRs where Actual

HRIS SLA02: Change Management Enhancement					
Service Level Measure	Target Time	Performance Goal (Aspirational Target)	Performance Target	Measurement Interval	Calculation Method
schedule					Implementation date <= Planned Implementation date within Target time within the measurement interval / Total number of Enhancement CRs resolved within the measurement interval) * 100%
Turnaround enhancements estimates (effort)	5 Calendar days	100%	95%	Monthly	(Total number of Enhancements requests responded within the target time/ Total number of Enhancements requests received within the measurement interval) * 100% NOTE: Provided the target time falls within the measurement interval
Data Capture	ITSM Tool (Service Now)				
Exclusions	<ul style="list-style-type: none"> Time taken by Customer or Third-Party Vendors in resolving an Incident before it is assigned to the Supplier would be excluded from Supplier's resolution goal target 				
Low Volume Clause	<ul style="list-style-type: none"> Low Volume Service Levels: In respect of any Service Level that has low volumes of data points in any given Measurement Interval (i.e., Service Levels where the number of measured data points occurring in a given Measurement Interval is so low that a single failure would result in an Service Level Failure), supplier shall have the right to eliminate one (1) data point from the calculation of compliance with each such Service Levels, as applicable. 				

This will be reported along with Global Apps Service Levels

3.32 HRIS – HR Portal Availability

HRIS KPI03: HR Portal Availability	
Objective	To ensure that LS&Co. employees have access to the HR portal on an as-needed basis.

HRIS KPI03: HR Portal Availability	
Definition	The percentage time the HR portal is accessible by LS&Co. employees.
Method	
Data Capture	Reports indicating employee has access to the portal and the system is able to process employee requests.
Measurement Interval	Monthly
Method of Calculation	For each Measurement Interval: Availability = [(# of minutes HR portal not available) / (total # of minutes in measurement interval)] * 100 Note: Total minutes available in a Measurement Interval excluding scheduled downtime.
Service Metric	
Values	Metrics
Performance Target	Availability is equal to or greater than 99%. (subject to baselining)
Metric Type	The following Service Level is promotable to a Critical Service Level at the election of LS&Co.

3.33 HRIS – HR Portal Speed

HRIS KPI04: HR Portal Speed	
Objective	To ensure that LS&Co. employees can access the HR portal in a reasonable amount of time.
Definition	The time it takes for LS&Co. employees to access the HR portal.
Method	
Data Capture	Reports indicating speed of HR portal.
Measurement Interval	Monthly
Method of Calculation	For each Measurement Interval: TBD pending determination of metric and mechanism to track the metric.
Service Metric	
Values	Metrics
Performance Target	TBD
Metric Type	The following Service Level is promotable to a Critical Service Level at the election of LS&Co.

3.34 HRIS – HR Portal Speed to Update

HRIS KPI05: HR Portal Speed to Update	
Objective	To ensure that the Supplier updates the HR portal in a timely

HRIS KPI05: HR Portal Speed to Update	
	manner.
Definition	Measured as the percentage of updates provided by LS&Co. completed within 24 hours and 72 hours.
Method	
Data Capture	Report prepared by Supplier from their request tracking system showing request date and completion date compared to agreed turnaround times as identified in the service metric sections below.
Measurement Interval	Monthly
Method of Calculation	For each Measurement Interval: Speed to update 1 = [(# of updates completed within 24 hours of request) / (# of updates requested)] *100 Speed to update 2 = [(# of updates completed within 72 hours of request) / (# of updates requested)] *100
Service Metric	
Values	Metrics
Performance Target	Performance Target is achieved when 99.0% of updates are on the portal within 24 hours (subject to baselining) of request and 100% of updates within 72 hours (subject to baselining)
Metric Type	The following Service Level is promotable to a Critical Service Level at the election of LS&Co.

3.35 HRIS – Reporting Accuracy and Timing

HRIS KPI06: Reporting Accuracy and Timing	
Objective	To measure the accuracy and timeliness of performance reporting by Supplier.
Definition	The percentage of performance reports that are generated and delivered error-free and on time within the scheduled reporting timeframe. Service Level applies to all measured services that are reported as part of standard monthly or quarterly reports.
Method	
Data Capture	Status report prepared by Supplier showing the agreed to performance that are delivered to LS&Co. accurately and on time.
Measurement Interval	Monthly
Method of Calculation	For each Measurement Interval: Performance report quality = [(# of accurate and on time reports) / (# of performance reports)] * 100
Service Metric	
Values	Metrics

HRIS KPI06: Reporting Accuracy and Timing	
Performance Target	Performance Target is achieved when Supplier delivers standard performance reports that are 99% (subject to baselining) error-free within 5 business days of expected receipt as defined elsewhere in the agreement.
Increased Impact	Increased impact is when reports are less than 95% error free, or are not delivered to LS&Co. within 10 business days of expected receipt.
Metric Type	The following Service Level is promotable to a Critical Service Level at the election of LS&Co.

MASTER SERVICES AGREEMENT*

BY AND BETWEEN

LEVI STRAUSS & CO.

AND

WIPRO LIMITED

NOVEMBER 7, 2014

EXHIBIT 3

SERVICE LEVEL MANAGEMENT

**ATTACHMENT 3.2
SERVICE LEVEL DEFINITIONS – FINANCE SERVICES**

* Certain information in this exhibit has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions marked with [****].

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1. INTRODUCTION.

- 1.1 General.** This Attachment describes each Service Level. For each Service Level this Attachment details the applicable Performance Target, the method for measuring the Service Level and the formula for calculating achievement of the Performance Target. For each Critical Service Level, the Weighting Factor applicable at the Effective Date shall be as set forth in this Attachment.
- 1.2 References.** References to an Attachment, Appendix, Section or Article shall be to such Attachment or Appendix to, or Section or Article of, this Exhibit unless otherwise provided. A reference to this Exhibit includes a reference to the Attachments and Appendices attached hereto.
- 1.3 Definitions.** As used in this Exhibit, capitalized terms shall have the meanings set forth in Exhibit 1. Other terms used in this Exhibit are defined where they are used and have the meanings there indicated.
- 1.4 Completion of Service Level Definitions.** The Service Levels included in this Attachment at the Effective Date reflect the Parties' best efforts to define the applicable Service Levels for the Service (and applicable Performance Targets and Service Level Credits). After the Effective Date, the Parties shall work in good faith with each other to finalize the list of Service Levels (and the associated Performance Targets and Service Level Credits) that will be applicable to Supplier's performance of the Services after the applicable Commencement Date. Despite the foregoing, the Parties agree that this Attachment shall not be amended without the mutual written agreement of both Parties.

2. CRITICAL SERVICE LEVELS.

2.1 Accounts Payable

Accounts Payable SL01: Accounts Payable – Non-Urgent Invoice Processing- Timeliness	
Objective	Turn-around of time of non-urgent invoices
Definition	<p>% of total non-urgent invoices processed within the agreed timeframe</p> <p>Definition of Processed and Timeframe: An invoice is considered “processed” if it is approved, pended, declined, or routed.</p> <p>All invoices must be processed within two business days from the receipt of invoice, based on a FIFO (First in-First-out) prioritization.</p>

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Accounts Payable SL01: Accounts Payable – Non-Urgent Invoice Processing- Timeliness	
	On the last business day of the month, Supplier must process all invoices received by 8:00 PM local country time on the same day. Supplier must also ensure all “past due” invoices (i.e., current date exceeds invoice date plus payment term window) received by 8:00 PM local country time on the last business day of the month are processed on the same day.
Method	
Data Capture	Underlying LS&Co. Technology Framework/ Base))) Suite
Measurement Interval	Daily (reported weekly)
Method of Calculation	(Total non-urgent invoices processed within the agreed timeframe / Total non-urgent invoices processed during the measurement interval)*100
Performance Target	
Performance Target	Performance Target is achieved when 99% of non-urgent invoices are turned around within the agreed timeframe and in accordance LS&Co. stipulations.
Metric Type	Critical Service Level
Accounts Payable SL02: Accounts Payable – Invoice Processing- Accuracy	
Objective	Accuracy of all invoice processing
Definition	<p>% of total invoices posted accurately</p> <p>Definition of Posted and Accuracy: An invoice is considered “posted” if it is has been posted in SAP.</p> <p>An invoice is considered “accurate” if it is complete and error-free. Criteria regarding what makes an invoice error free can be discussed during Transition Analysis/Knowledge Acquisition but will not result in an all-encompassing checklist that would make an invoice error free.</p>
Method	
Data Capture	Underlying LS&Co. Technology Framework/ Base))) Suite
Measurement Interval	Daily (reported weekly)

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Accounts Payable SL01: Accounts Payable – Non-Urgent Invoice Processing- Timeliness	
Method of Calculation	(Total invoices posted accurately (i.e. vendor name, vendor #, amount, PO, GL Code, invoice date, invoice number etc) / Total invoices posted during the measurement interval)*100
Performance Target	
Performance Target	Performance Target is achieved when 99% of invoices are turned around accurately.
Metric Type	Critical Service Level
Accounts Payable SL03: Accounts Payable – Urgent Invoices- Timeliness	
Objective	Turn-around of time of Urgent Invoices (TBD definition of Urgent invoices)
	% of total Urgent Invoices posted within agreed timeframe
Definition	<p>Definition of Posted and Timeframe: An urgent invoice is considered “posted” if it is entered into SAP.</p> <p>Urgent invoices must be posted and ready to pay on the next payment run (as per regional banking schedule). The schedule will be further discussed during TA/KA.</p>
Method	
Data Capture	Underlying LS&Co. Technology Framework/ Base))) Suite
Measurement Interval	Daily (reported weekly)
Method of Calculation	(Total invoices posted within the agreed timeframe / Total invoices posted during the measurement interval)*100
Performance Target	
Performance Target	Performance Target is achieved when 100% of invoices are turned around within the agreed timeframe
Metric Type	Critical Service Level
Accounts Payable SL04: Accounts Payable – Query Response and Resolution- Timeliness	
Objective	Timeliness of query response and resolution
Definition	<ol style="list-style-type: none"> 1. % queries responded within the agreed timeframe 2. % queries resolved within the agreed timeframe

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Accounts Payable SL01: Accounts Payable – Non-Urgent Invoice Processing- Timeliness

	<p><u>Definition of Responded and Timeframe:</u> A query is considered “responded” if it is resolved, pended or routed as per the appropriate handoffs.</p> <p>All queries must be responded within a day. Queries include phone calls, voice mails, and emails.</p> <p><u>Definition of Resolved and Timeframe:</u> A query is considered “resolved” if it is resolved, escalated per desktop procedures or closed. All queries must be resolved within two business days.</p>
Method	
Data Capture	Underlying LS&Co. Technology Framework/ Base))) Suite
Measurement Interval	Daily (reported weekly)
Method of Calculation	1. (Queries responded within agreed timeframe / Total queries handled)*100 2. (Queries resolved within agreed timeframe / Total queries handled)*100
Performance Target	
Performance Target	1. Performance Target is achieved when 98% of queries are responded within the agreed timeframe 2. Performance Target is achieved when 98% of queries are resolved within the agreed timeframe
Metric Type	Critical Service Level

Accounts Payable SLI01: Accounts Payable– Payments Processing- On Time Payments

Objective	Measure the on-time payments to vendors
Definition	% of total vendor payments made within payment terms Criteria to determine and factor in delayed payments attributable to delay in receipt of invoices at Supplier, delayed resolution by LS&Co/vendors to release the invoice block/provide clarification/approve etc in calculating Supplier’s performance will be discussed during Transition

Accounts Payable SLI01: Accounts Payable– Payments Processing- On Time Payments	
	Analysis/Knowledge Acquisition phase
	<p>Definition of Payment Terms: <i>A list of Payment Terms will be delivered during TA / KA</i></p>
Method	
Data Capture	Underlying LS&Co. Technology Framework/ Base))) Suite
Measurement Interval	Daily (reported weekly)
Method of Calculation	(Total invoices paid within the payment terms per SAP / Total invoices paid)*100
Performance Target	
Performance Target	Expected Performance Target is achieved when 99% of total vendor payments made within payment terms
Metric Type	Critical Service Level
Accounts Payable SL02: Accounts Payable– Invoice Processing- Average Cycle Time	
Objective	Invoice processing average cycle time
Definition	Average cycle time of invoices processed and ready for payment in a measurement period
Method	
Data Capture	Underlying LS&Co. Technology Framework/ Base))) Suite
Measurement Interval	Weekly (reported monthly)
Method of Calculation	Average of cycle time (invoice date to ready for payment date) of all the invoices processed in a measurement period (measured in hours)
Performance Target	
Performance Target	<p>Performance Target: Performance Target is met when the average cycle time for invoices is 9 days or less.</p> <p>Supplier and LS&CO. to define criteria for determination of factors which need to be duly considered for evaluating Supplier's performance. For instance, delayed receipt of invoices for processing, delay in reverts from vendors/LS&CO. for exception resolution, etc during the Transition Analysis/Knowledge Acquisition phases.</p> <p><i>[cycle time reported in hours should demonstrate continuous improvement for critical service measures that would be set forth during TA/KA]</i></p>

Accounts Payable SLI01: Accounts Payable– Payments Processing- On Time Payments	
Metric Type	Critical Service Level

2.2 Travel & Expense (T&E)

SL01: Travel & Expense – Expense Statement Processing- Timeliness	
Objective	Timeliness of employee expense report processing
Definition	<p>% expense reports processed within agreed timeframe</p> <p>Definition of Processed and Timeframe: An expense report is considered “processed” when it is received and has been put into an audit queue or cleared for payment.</p> <p>Reports (less reports returned to LS&Co. due to LS&Co. errors and omissions that prohibit expense processing) submitted to the back office must be processed by 3:00 PM local country time the next business day following FIFO prioritization.</p>
Method	
Data Capture	Underlying LS&Co. Technology Framework/ Base))) Suite
Measurement Interval	Daily (Monthly)
Method of Calculation	(# of employee expense reports requests processed within agreed timeframe / total # of employee expense reports processed in a measurement period)*100
Performance Target	
Performance Target	<p>Performance Target is achieved when 99% of Expense reports are processed within the agreed timeframe as defined above.</p> <p><i>[Measurement to exclude cases where delayed payment is on account of dependencies on employees/approvers and these will be further defined in TA / KA]</i></p>
Metric Type	Critical Service Level
SL02: Travel & Expense –Expense Statement Processing- Accuracy	
Objective	Accuracy of employee expense report (EER) processing

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Definition	% of accurate payment to employees by processing the EERs
	<p>Definition of Processed and Accuracy: An expense report is considered “processed” when it is received and has been put into an audit queue or cleared for payment.</p> <p>An expense report is considered “accurate” if it is complete and error-free. Criteria regarding what makes an expense report error free can be discussed during Transition Analysis/Knowledge Acquisition but will not result in an all-encompassing checklist that would make an expense report error free.</p>
	Method
Data Capture	Underlying LS&Co. Technology Framework/ Base))) Suite
Measurement Interval	Daily (Monthly)
Method of Calculation	(# of accurately processed employee expense reports / total # of employee expense reports processed in a measurement period)*100
	Performance Target
Performance Target	Performance Target is achieved when 99% of payments made to employees by processing the EERs is accurate
Metric Type	Critical Service Level
SL03: Travel & Expense – Query Response and Resolution- Timeliness	
Objective	Timeliness of travel and expense (T&E) query response and resolution 1. % queries responded within the agreed timeframe 2. % queries resolved within the agreed timeframe
Definition	<p>Definition of Responded and Timeframe: A query is considered “responded” if it is resolved, pended or routed as per the appropriate handoffs.</p> <p>All queries must be responded within a day. Queries include phone calls, voice mails, and emails.</p>
	<p>Definition of Resolved and Timeframe: A query is considered “resolved” if it is resolved, escalated per desktop procedures or closed. All queries must be resolved within two business days.</p>

Method	
Data Capture	Underlying LS&Co. Technology Framework/ Base)))™ Suite
Measurement Interval	Daily (Monthly)
Method of Calculation	(# of T&E requests responded within agreed timeframe/ total # of T&E requests responded in a measurement period)*100
Performance Target	
Performance Target	Performance Target is achieved when 95% of queries are responded within agreed timeframe
Metric Type	Critical Service Level
KP01: Travel & Expense – Cycle time for expense reports	
Objective	Measure the cycle time for expense reports
Definition	Average cycle time. Start time is based on the time stamp of when the report is submitted and end time is based on the time stamp when the report is ready for payment Definition for Cycle Time: Cycle time includes time for processing and getting the expense report ready for payment
Method	
Data Capture	Underlying LS&Co. Technology Framework/ Base))) Suite
Measurement Interval	Daily (Monthly)
Method of Calculation	Average of cycle time of all expense reports processed in a measurement period (measured in hours)
Performance Target	
Performance Target	Process Metric
Metric Type	KPI

2.3 Payroll

SL01: Payroll Timeliness	
Objective	Ensure timeliness of employee payments in terms of percentage of payments distributed on time
Definition	Number of payments distributed on time per agreed schedule

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SL01: Payroll Timeliness	
	<p><u>Definition of Schedule:</u> Payroll schedules by country will be provided during TA / KA</p>
Method	
Data Capture	Captured using the LS&Co. and 3 rd party payroll systems /manual files (as appropriate)
Measurement Interval	Bi-weekly (Monthly)
Method of Calculation	Number of payments distributed on time per agreed schedules (total payments minus payments distributed late) in a measurement window divided by total number of payments produced in that period * 100
	<p><u>Definition of Distributed:</u> “Distributed” is defined as when the payments are put into distribution channels (e.g., bank file processed or payment mailed)</p>
Performance Target	
Performance Target	Performance Target is achieved when 100% of payments are distributed on time per the agreed schedule
Metric Type	Critical Service Level
SL02: Payroll Accuracy – 3rd party	
Objective	Ensure number of third party files delivered accurately
Definition	% of payments distributed on time per agreed schedule
	<p><u>Definition of Accuracy:</u> A payment is considered “accurate” if it is complete and error-free. Criteria regarding what makes a payment error free can be discussed during Transition Analysis/Knowledge Acquisition but will not result in an all-encompassing checklist that would make a payment error free.</p>
Method	
Data Capture	Captured using the 3 rd party payroll systems/manual files (as appropriate)
Measurement Interval	Bi-weekly, Monthly
Method of Calculation	(Number of 3 rd party payroll delivered accurately, as per agreed schedules) / (total number of 3 rd party payroll scheduled to be delivered during the measurement window) * 100
Performance Target	

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SL01: Payroll Timeliness	
Performance Target	Performance Target is achieved when 99% of third party files are delivered accurately
Metric Type	Critical Service Level
SL01: Payroll Overpayment	
Objective	To ensure payments processed accurately without overpayment
Definition	The percent of payments that do not contain a processing error or incompleteness for the measurement window that would result in overpayment
Method	
Data Capture	Captured using the LS&Co. or 3 rd party payroll system
Measurement Interval	Weekly, Bi-weekly or Monthly
Method of Calculation	(Total number of payments processed - the total number of errors resulting in overpayment) divided by the total number of payments * 100
Performance Target	
Performance Target	Performance Target is achieved when 99% of payments do not contain a processing error resulting in an overpayment for the measurement window
Metric Type	Critical Service Level

SL02: Payroll Underpayment	
Objective	To ensure payments processed accurately without Underpayment
Definition	The percent of payments that do not contain a processing error or incompleteness for the measurement window that would result in underpayment
Method	
Data Capture	Captured using the LS&Co. or 3 rd party payroll system
Measurement Interval	Weekly, Bi-weekly or Monthly
Method of Calculation	(Total number of payments processed - the total number of errors resulting in underpayment) divided by the total number of payments * 100

SL02: Payroll Underpayment

Performance Target	
Performance Target	Performance Target is achieved when 99% of payments do not contain a processing error resulting in an underpayment for the measurement window
Metric Type	Critical Service Level

2.4 Accounts Receivable**SL01: AR – Performance Target Objective**

Method	
Data Capture	Underlying LS&Co. Technology Framework/ Base))) Suite
Measurement Interval	Daily (Monthly)
Method of Calculation	<p><u>Urgent Manual Invoices / Credit Memo</u> Sum of all manual invoices issued within 24 Hours (i.e., Process completion time – time stamp < 24 hours) / Total urgent manual invoices.</p> <p><u>Non-Urgent Manual Invoices / Credit Memo</u> Sum of all manual invoices issued within 72 Hours (i.e., Process completion time – time stamp < 72 hours) / Total non-urgent manual invoices.</p>
Performance Target	
Performance Target	Performance Target is achieved when 98% of invoices created within agreed timeframe

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Metric Type	Critical Service Level
SL02: AR – Accuracy of Invoices / Credit Memos	
Objective	Accuracy of invoices/credit memos created (tracked separately for credit memos, manual invoices and automatic invoices)
Definition	<p>% of invoices / credit memos created accurately</p> <p>Definition of Accurately: An invoice / credit memo is considered “accurate” if it is complete and error-free. Criteria regarding what makes an invoice/credit memo error free can be discussed during Transition Analysis/Knowledge Acquisition but will not result in an all-encompassing checklist that would make an invoice/credit memo error free.</p>
Method	
Data Capture	Underlying LS&Co. Technology Framework/ Base))) Suite
Measurement Interval	Daily (Monthly)
Method of Calculation	(# of invoices/credit memos raised accurately) / (total # of invoices/credit memos raised in the measurement period) * 100
Performance Target	
Performance Target	Performance Target is achieved when 100% of invoices are created accurately
Metric Type	Critical Service Level
SL03: AR – Timelines of Cash Application	
Objective	Timeliness of cash application (third party, O&O and country level if enabled within underlying LS&Co. systems)
Definition	<p>% of cash applied in relevant customer accounts within agreed timeframe</p> <p>Definition of Relevant Customer Accounts and Timeframe: All cash application requests have to be processed (applied to customer invoice, account, escalated or suspense account or escalated to LS&Co. /customers per desktop procedures) and accompanied by remittance advice within 24 hours of receipt.</p> <p>“Relevant customer accounts” will be provided during TA / KA</p>
Method	
Data Capture	Underlying LS&Co. Technology Framework/ Base))) Suite
Measurement Interval	Daily (Monthly)

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Method of Calculation	(Total sum of cash applied within agreed timeframe / Total sum of cash applied for application in a measurement period) * 100
Performance Target	
Performance Target	Performance Target is achieved when 99% of cash applied in relevant customer accounts is within agreed timeframe
Metric Type	Critical Service Level
SL04: AR – Accuracy of Cash Application	
Objective	Accuracy of cash application (third party, O&O and country level if enabled within underlying LS&Co. systems)
Definition	% of accurately applied cash out of total cash applied Definition of Accurately: A cash application is considered “accurate” if it is complete and error-free. Criteria regarding what makes a cash application error free can be discussed during Transition Analysis/Knowledge Acquisition but will not result in an all-encompassing checklist that would make a cash application error free.
Method	
Data Capture	Underlying LS&Co. Technology Framework/ Base Suite
Measurement Interval	Daily (Monthly)
Method of Calculation	(Total sum of cash applied accurately / total sum of cash applied to customer accounts by the team in a measurement period) * 100
Performance Target	
Performance Target	Performance Target is achieved when 100% of cash is applied accurately out of total cash applied
Metric Type	Critical Service Level
SL05: AR – Timeliness of Credit Check Request	
Objective	Timeliness of credit check request processing
Definition	% of credit check requests processed within agreed timeframe Definition of Processed and Timeframe: All urgent credit check requests received by 3 PM local country time have to be processed within 24 hours. Requests received post 3 PM local country time can be applied the next day and still meet Performance

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	Target. Non-urgent credit checks can be completed within 72 hours of receipt and still meet service request.
Method	
Data Capture	Underlying LS&Co. Technology Framework/ Base))) Suite
Measurement Interval	Daily (Monthly)
Method of Calculation	<p><u>Urgent Credit Check</u> Sum of all urgent credit check processed within 24 Hours / Total all urgent credit checks.</p> <p><u>Non-Urgent Credit Check</u> Sum of all non-urgent credit checks processed within 72 Hours / Total non-urgent credit checks.</p>
Performance Target	
Performance Target	Performance Target is achieved when 95% of all credit check types are processed within the agreed timeframe
Metric Type	Critical Service Level
SL02: AR – Collections- Past Due %- Performance Target Objective	
Objective	Past-due %
Definition	<p>% cash past-due</p> <p>Definition of Past Due: Past Due is defined as ten calendar days for [****]*accounts and thirty calendar days for [****]* and [****]*. Past due for [****]* and [****]* is ten days.</p> <p>Supplier and LS&Co. to mutually agree during TA/KA criteria to define % past due performance attributable to Supplier versus general customer/business landscape. This is our current business processes and LS&Co. does not anticipate any changes.</p>
Method	
Data Capture	Underlying LS&Co. Technology Framework/ Base))) Suite
Measurement Interval	Daily (Monthly)
Method of Calculation	(# of past due payments/total due payments) * 100

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Performance Target	
Performance Target	Performance Target is achieved when 95% are not past due
Metric Type	Critical Service Level
SL03: AR – Retail Cash Clearing- Timeliness- Performance Target Objective	
Objective	Timeliness of retail cash clearing
Definition	% retail cash applied within agreed timelines Definition of Timeline: All retail cash must be cleared daily
Method	
Data Capture	Underlying LS&Co. Technology Framework/ Base))) Suite
Measurement Interval	Daily (Monthly)
Method of Calculation	(# of retail cash applied within agreed timelines / total cash required to be applied in the measurement period)*100
Performance Target	
Performance Target	Performance Target is achieved when 99% retail cash is applied within agreed timelines.
Metric Type	Critical Service Level
SL04: AR – Dispute Resolution- Timeliness and recovery % of dispute resolution	
Objective	Timeliness of dispute resolution
Definition	% of disputed items beyond 15days Aging of dispute resolution may vary from country to country depending on a variety of reasons. Additional stipulations will be added during TA / KA effort.
Method	
Data Capture	Underlying LS&Co. Technology Framework/ Base))) Suite
Measurement Interval	Daily (Monthly)
Method of Calculation	(1- (# of disputed items beyond 15 days / total # disputes items in a measurement period))*100
Performance Target	
Performance Target	Performance Target is achieved when 90% of disputed items are within 15days of ageing and 95% of disputed items are in a UDM case within 10 days of cash application <i>[Ageing limit applies in all cases unless exceptions are discovered during TA/KA]</i>

Metric Type	Critical Service Level
SL05: AR – Retail Cash- Aging Report	
Objective	Track retail cash aging by country
Definition	Retail cash aging reporting
Method	
Data Capture	Underlying LS&Co. Technology Framework/ Base))) Suite
Measurement Interval	Daily (Monthly)
Method of Calculation	Per agreed reporting process and desktop procedures
Performance Target	
Performance Target	Aged items should be less than 10 days of ageing 95% of the time
Metric Type	Critical Service Level

2.5 General Accounting

SL01: General Accounting – Timely Closure	
Objective	Timeliness of month-end tasks to ensure sufficient time for review of financial position before the hard close of GL
Definition	% Month End Tasks completed per the close schedule Definition of Close Schedule: All closing activities must be updated and completed as per the Close Schedule to be provided during TA / KA.
Method	
Data Capture	Underlying LS&Co. Technology Framework/ Base))) Suite
Measurement Interval	Monthly
Method of Calculation	(# of month end activities performed as per agreed schedule / Total activities required to be performed as per scheduled)*100
Performance Target	
Performance Target	Performance Target is achieved when 100% Month End Tasks is completed within agreed timeframe
Metric Type	Critical Service Level
SL02: General Accounting – Accuracy of Month-End Tasks	
Objective	Accuracy of month-end tasks to ensure materially accurate financial statements

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Definition	% of month-end activities performed accurately as per accounting policies and procedures
	Definition of Accurately: A month end task is considered “accurate” if it is complete and error-free. Criteria regarding what makes a task error free can be discussed during Transition Analysis/Knowledge Acquisition but will not result in an all-encompassing checklist that would make a task error free. <i>[LS&Co. will provide accounting policies and procedures during TA/KA]</i>
Method	
Data Capture	Underlying LS&Co. Technology Framework/ Base))) Suite
Measurement Interval	Monthly
Method of Calculation	(# of month-end activities performed accurately as per accounting manual and principles / Total activities performed as per in a measurement period)*100
Performance Target	
Performance Target	Performance Target is achieved when 99% of Month End activities are performed accurately as per accounting policies and procedures
Metric Type	Critical Service Level
SL05: Fixed Assets – Timeliness of Fixed Asset Transactions	
	Timeliness of asset additions, deletions & updates
Definition	% asset additions, deletions & updates on invoices processed within a measurement period
	Definition for Measurement Period: All fixed asset additions, deletions and updates must be processed by the Supplier no later than 12:00 PM local country time on the closing day in accordance with the closing calendar which will be provided during TA / KA. The asset in-service date is the fiscal month in which service began for the asset.
Method	
Data Capture	Underlying LS&Co. Technology Framework/ Base))) Suite

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Measurement Interval	Daily (Monthly)
Method of Calculation	(# of asset addition invoices processed within the agreed timeframe (or by period close) / total # of asset addition invoices received in a measurement period) * 100
Performance Target	
Performance Target	Performance Target is achieved when 99% of Asset Additions, Deletions and Updates to Invoices are processed within the measurement period
Metric Type	Critical Service Level
SL06: Fixed Assets – Accuracy of Fixed Asset Transactions	
Objective	Accuracy of asset additions, updates and disposals.
	% asset additions, updates and disposals processed accurately
Definition	<p>Definition of Accurately: A transaction is considered “accurate” if it is complete and error-free.</p> <p>A transaction is considered “accurate” if it is complete and error-free. Criteria regarding what makes a transaction error free can be discussed during Transition Analysis/Knowledge Acquisition but will not result in an all-encompassing checklist that would make a transaction error free.</p>
Method	
Data Capture	Underlying LS&Co. Technology Framework/ Base Suite
Measurement Interval	Daily (Monthly)
Method of Calculation	(# of asset addition, updates and disposals invoices processed accurately (i.e., capturing all asset information such as GL, Sub GL, asset code, invoice #, invoice date, etc.)/total # of asset addition updates and disposals invoices processed in a measurement period) * 100
Performance Target	
Performance Target	Performance Target is achieved when 99% of Asset additions, updates and disposals of Invoices are processed Accurately
Metric Type	Critical Service Level
SL07: Reconciliations– Timeliness of Reconciliations	
Objective	Timeliness of all the reconciliations (including intercompany reconciliations)
Definition	% of reconciliations performed within agreed timeframe

	Definition of Timeframe: Reconciliations classified as “high-risk” must be done by Workday 3 (“high-risk” account list will be provided during TA / KA). Remaining reconciliations must be completed by day 10 of closing. Reconciling item descriptions must be comprehensive and / or proven mathematically (i.e. FX).
All reconciliations must be processed through Blackline and have appropriate approval.	
	Method
Data Capture	Underlying LS&Co. Technology Framework/ Base))) Suite
Measurement Interval	Monthly
Method of Calculation	<p><u>“High risk” Reconciliations</u> (# of “high-risk” reconciliations performed within the agreed timeframe/ total # of “high-risk” reconciliations required to be performed in the measurement period)*100</p> <p><u>“All other” Reconciliations</u> (# of “all other” reconciliations performed within the agreed timeframe/ total # of “all other” reconciliations required to be performed in the measurement period)*100</p>
Performance Target	
Performance Target	Performance Target is achieved when 100% of reconciliations are performed within the agreed timeframe
Metric Type	Critical Service Level
KPI01: General Accounting –Number of Days to Close –	
Objective	Number of Days to Close
Definition	Number of days from fiscal period end to final “HFM load” and KPI
	Method
Data Capture	SAP / HFM
Measurement Interval	Monthly
Method of Calculation	Count the number of days
Performance Target	
Performance Target	Process Metric
Metric Type	KPI

2.6 Inventory Accounting

SL01:Inventory Accounting– Timelines of Inventory Adjustments	
Objective	Timeliness of inventory adjustments that are uploaded and posted to enable smooth GL close
Definition	<p>% adjustments done within agreed timelines</p> <p>Definition of Timelines: All inventory adjustments must be uploaded and posted to the system on the same day, if received by 3 PM local country time based on a FIFO (First in-First-out) prioritization. Adjustment requests received post 3 PM local country time may be uploaded and posted to the system the next business day and still meet the Performance Target.</p> <p>On the last business day of the month, Supplier must upload and post to the system all adjustments received by 8:00 PM local country time on the same day.</p>
Method	
Data Capture	Underlying LS&Co. Technology Framework/ Base))) Suite
Measurement Interval	Monthly
Method of Calculation	(# of adjustments processed within agreed timeline during the measurement period / Total adjustments done during the measurement period)*100
Performance Target	
Performance Target	Performance Target is achieved when 99% of adjustments are done within the agreed timelines
Metric Type	Critical Service Level
SL02: Inventory Accounting – Timelines of store data reconciliations	
Objective	Timeliness of store data reconciliations
Definition	<p>Store data reconciled within agreed timelines</p> <p>Definition of Timelines: All store data reconciliations must be processed on the same day if received by 3 PM local country time based on a FIFO (First in-First-out) prioritization. Adjustment requests received post 3 PM local country time may be processed the next business day and still meet the Performance Target.</p>

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	On the last business day of the month, Supplier must process all reconciliations received by 8:00 PM local country time on the same day.
	During physical inventory, store data reconciliation must be performed in accordance with the retail inventory calendar published prior to each such physical inventory.
Method	
Data Capture	Underlying LS&Co. Technology Framework/ Base))) Suite
Measurement Interval	Monthly or upon physical inventory
Method of Calculation	Store data reconciled within agreed timeframe during the measurement window
Performance Target	
Performance Target	Performance Target expectation is achieved when 95% of the store data is reconciled within the agreed timelines
Metric Type	Critical Service Level

SL01: Inventory Accounting – Accuracy of Inventory Adjustments	
Objective	Accuracy of inventory adjustments
	% inventory adjustments completed accurately
Definition	Definition of Accurately: An inventory adjustment is considered “accurate” if it is complete and error-free. Criteria regarding what makes an inventory adjustment error free can be discussed during Transition Analysis/Knowledge Acquisition but will not result in an all-encompassing checklist that would make an inventory adjustment error free.
Method	
Data Capture	Underlying LS&Co. Technology Framework/ Base))) Suite
Measurement Interval	Monthly or as required by physical count
Method of Calculation	(# of inventory adjustments done accurately / Total # of inventory adjustments performed during the measurement window)*100
Performance Target	
Performance Target	Performance Target is achieved when 100% Inventory Adjustments is done accurately
Metric Type	Critical Service Level

2.7 Treasury Transactions

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SL01: Treasury Transactions – Timelines of in-house Bank Statements	
Objective	Timeliness of in-house bank statement generation
Definition	<p>% in-house bank statements generated within the agreed timelines</p> <p>Definition of Timelines: All bank statements must be processed on the same day if received by 3 PM local country time based on a FIFO (First in-First-out) prioritization. Adjustment requests received post 3 PM local country time may be processed the next business day and still meet the Performance Target.</p> <p>On the last business day of the month, Supplier must process all adjustments received by 8:00 PM local country time on the same day. <i>[local country timeline requirements to be validated during TA / KA]</i></p>
Method	
Data Capture	Underlying LS&Co. Technology Framework/ Base))) Suite
Measurement Interval	Monthly
Method of Calculation	(# of in-house bank statements generated within the agreed timelines / Total in-house bank statements generated)*100
Performance Target	
Performance Target	Performance Target is achieved when 99% in-house Bank Statements are generated within the agreed timelines
Metric Type	Critical Service Level
SL02: Treasury Transactions – Accuracy of Rate Updates	
Objective	Accuracy of rate updates in the system (forex, cost rates, etc.)
Definition	<p>% of rates updated accurately</p> <p>Definition of Accurately: A rate update is considered “accurate” if it is complete and error-free. Criteria regarding what makes a rate update error free can be discussed during Transition Analysis/Knowledge Acquisition but will not result in an all-encompassing checklist that would make a rate update error free.</p>
Method	
Data Capture	Underlying LS&Co. Technology Framework/ Base))) Suite
Measurement Interval	Monthly
Method of Calculation	(# rates updated accurately/ Total rates uploaded in the measurement period)*100

Performance Target	
Performance Target	Performance Target is achieved when 100% of rates are updated accurately
Metric Type	Critical Service Level

2.8 Internal Reporting

Internal Reporting SL01:– Timeliness- Performance Target Objective	
Objective	Timely creation and delivery of internal and ad hoc report requests
Definition	# of reports delivered as per agreed timeline
Definition of Timeline:	
	During the report request, a timing target would be set by the requestor.
Method	
Data Capture	BASE
Measurement Interval	Ad Hoc
Method of Calculation	# of reports delivered on time / total # of reports to be generated
Performance Target	
Performance Target	Performance Target is achieved when 90% of all reports are delivered on time
Metric Type	Critical Service Level
Internal Reporting SL02:– Accuracy of Reports	
Objective	Accuracy of reports generated
Definition	# of reports generated accurately
Definition of Accurately:	
	A report is considered “accurate” if it is complete and error-free. Criteria regarding what makes a report error free can be discussed during Transition Analysis/Knowledge Acquisition but will not result in an all-encompassing checklist that would make a report error free.
Method	
Data Capture	BASE
Measurement Interval	Ad Hoc
Method of Calculation	# of accurate reports delivered / total # of reports generated
Performance Target	

Internal Reporting SL01:- Timeliness- Performance Target Objective	
Performance Target	Performance Target is achieved when 95% of reports generated are accurate
Metric Type	Critical Service Level

2.9 Indirect Procurement

Indirect Procurement SL01: PO Creation Cycle Time	
Objective	Measure the cycle time for PO creation
Definition	Average cycle time to create a PO from the requisition within the agreed timeframe Definition of timeframe: All urgent POs must be created within 24 hours of requisition. All non-urgent POs must be created within 48 hours of requisition.
Method	
Data Capture	BASE))), SAP
Measurement Interval	Monthly
Method of Calculation	Within a measurement period, calculate: <u>Urgent PO Creation</u> Sum of all Urgent PO created within 24 Hours / Total number of all Urgent POs created <u>Non-Urgent PO Creation</u> Sum of all non-urgent PO created within 48Hours / Total number non-urgent POs created.
Performance Target	
Performance Target	Performance Target is achieved when 98% of POs are created within the respective stipulated timeframe
Metric Type	Critical Service Level

Indirect Procurement SL02: Vendor Set-Up Cycle Time – Performance Target Objective	
Objective	Measure the cycle time for vendor set-up
Definition	Average time to create a vendor from the requisition within the agreed

Indirect Procurement SL02: Vendor Set-Up Cycle Time – Performance Target Objective	
Definition	timeframe Definition of timeframe: All urgent vendor set-up requests have to be completed in 1 business day. All non-urgent vendor set-up requests have to be completed in 5 business days.
Method	
Data Capture	BASE))), SAP
Measurement Interval	Monthly
Method of Calculation	<u>Urgent Vendor Set-Up Requests</u> Sum of all Urgent vendor Set-Up requests completed within 1 business day (i.e., Process completion time – time stamp <1 business day) / Total urgent vendor set-up requests completed. <u>Non-Urgent Vendor Set-Up Requests</u> Sum of all Non-Urgent Vendor Set-Up requests issued within five days (i.e., Process completion time – time stamp <5 days) / Total non-urgent Vendor Set-Up requests completed
Performance Target	
Performance Target	Performance Target is achieved when 100% of all urgent vendor set-up requests are completed within the respective stipulated timeframes Performance Target is achieved when 98% of all non-urgent vendor set-up requests are completed within the respective stipulated timeframes
Metric Type	Critical Service Level

In direct Procurement SL02: Quality– Performance Target Objective	
Objective	Measure the accuracy of the request processed
Definition	% requests processed accurately Definition of Accurately: A processed request is considered “accurate” if it is complete and error-free. Criteria regarding what makes a processed request error free can be discussed during Transition Analysis/Knowledge Acquisition

In direct Procurement SL02: Quality– Performance Target Objective	
	but will not result in an all-encompassing checklist that would make a processed request error free.
Method	
Data Capture	SAP & Base)))
Measurement Interval	Monthly
Method of Calculation	Total no of request processed first time correct (in a given period)/ Total no of request processed (during the same above mentioned time period)*100
Performance Target	
Performance Target	Performance Target is achieved when 99% requests are processed accurately.
Metric Type	Critical Service Level

KPI01: Average Vendor Set-Up Cycle Time	
Objective	Measure the average cycle time for vendor set-up
Definition	Average time to create a vendor from the requisition
Method	
Data Capture	BASE))), SAP
Measurement Interval	Monthly
Method of Calculation	Average length of time from receipt of request to vendor creation – based on time stamped requisition and creation
Performance Target	
Performance Target	Process Measure
Metric Type	KPI

Indirect Procurement KPI02: Closing PO	
Objective	Report the total # of closing POs
Definition	Report the total # of closed POs in the system
Method	
Data Capture	SAP & Base)))
Measurement Interval	Quarterly

Indirect Procurement KPI02: Closing PO	
Method of Calculation	Number of closed POs in the system
Performance Target	
Performance Target	Process Metric
Metric Type	KPI

Indirect Procurement KPI03: Retro PO	
Objective	Report the total # of retroactive POs
Definition	% retroactive POs created
Method	
Data Capture	SAP & Base)))
Measurement Interval	Monthly
Method of Calculation	Total # of POs issued as retroactive (in a given period) / Total no of POs issued (during the same above-mentioned time period)*100
Performance Target	
Performance Target	Process Measure (Reporting Metric only)
Metric Type	KPI

2.10 Technology and Master Data Management

SL01: Turnaround time MDM	
Objective	Timeliness of master data request processing
Definition	<p>% requests processed within the agreed timelines</p> <p>Definition of Timelines:</p> <p>All Master Data requests must be processed within 24 hours based on a FIFO (First-in-First-out) prioritization unless defined as “Urgent”.</p> <p>Non-urgent Master Data requests received post 3 PM local country time may be processed the next business day and still meet the Performance Target. Urgent Master Data requests have to be closed out on the same day if received by 5 PM local country time.</p>

SL01: Turnaround time MDM

	<i>[This needs to be further discussed during TA/KA due to the different types of Master Data]</i>
Method	
Data Capture	SAP & Base)))
Measurement Interval	Monthly
Method of Calculation	(Total # of requests processed (in a given period) / Total # of request received (during the same abovementioned time period))* 100
Performance Target	
Performance Target	Performance Target is achieved when 97% requests are processed within the agreed timelines
Metric Type	Critical Service Level

SL02: Quality MDM

Objective	Measure the accuracy of the request processed
Definition	% requests processed accurately Definition of Accurately: A Master Data is considered “accurate” if it is complete and error-free. Criteria regarding what make the Master Data error free can be discussed during Transition Analysis/Knowledge Acquisition but will not result in an all-encompassing checklist that would make the Master Data error free.
Method	
Data Capture	SAP & Base)))
Measurement Interval	Monthly
Method of Calculation	Total # of request processed first time correct (in a given period) / Total # of request processed (during the same above-mentioned time period)*100
Performance Target	
Performance Target	Performance Target is achieved when 99% requests is processed accurately
Metric Type	Critical Service Level

**SL03: Vendor Set-Up Cycle
Timeliness - Direct Procurement**

SL03: Vendor Set-Up Cycle Timeliness - Direct Procurement	
Objective	Measure the timeliness of the cycle time for vendor set-up
Definition	% of total vendor set-up within the agreed timeframe (cycle time) Definition of timeframe: All urgent vendor set-up requests have to be completed in 1 business day. All non-urgent vendor set-up requests have to be completed in 5 business days.
Method	
Data Capture	BASE))), SAP
Measurement Interval	Monthly
Method of Calculation	<p><u>Urgent Vendor Set-Up Requests</u> Sum of all Urgent vendor Set-Up requests completed within 1business day (i.e., Process completion time – time stamp <1 business day) / Total urgent vendor set-up requests.</p> <p><u>Non-Urgent Vendor Set-Up Requests</u> Sum of all Non-Urgent Vendor Set-Up requests issued within five days (i.e., Process completion time – time stamp <5 business days) / Total non-urgent Vendor Set-Up requests.</p>
Performance Target	
Performance Target	Performance Target is achieved when 100% of all vendor set-up requests are completed within the respective stipulated timeframes
Metric Type	Critical Service Level

KPI01: One-time Vendor Added	
Objective	Report the total number of one-time vendor added per business
Definition	# of one-time vendors added
Method	
Data Capture	SAP & Base)))
Measurement Interval	Monthly
Method of Calculation	Track and report one-time vendors added
Performance Target	
Performance Target	Process Measure
Metric Type	KPI

KPI02: Inactive Vendor List	
Objective	Report the total number of inactive vendors in the system
Definition	Report the number of inactive vendors in the system
Method	
Data Capture	SAP & Base)))
Measurement Interval	Quarterly
Method of Calculation	# of inactive vendors in the system
Performance Target	
Performance Target	Process Measure
Metric Type	KPI

SLA03: Average Vendor Set-Up Cycle Time	
Objective	Measure the average cycle time for vendor set-up
Definition	Average time to create a vendor from the requisition
Method	
Data Capture	BASE))), SAP
Measurement Interval	Monthly
Method of Calculation	Average length of time from receipt of request to vendor creation – based on time stamped requisition and creation
Performance Target	
Performance Target	Process Measure
Metric Type	Critical Service Level

MASTER SERVICES AGREEMENT

BY AND BETWEEN

LEVI STRAUSS & CO.

AND

WIPRO LIMITED

NOVEMBER 7, 2014

**EXHIBIT 3
SERVICE LEVEL MANAGEMENT**

**ATTACHMENT 3.3.1
SERVICE LEVEL DEFINITIONS
INFORMATION TECHNOLOGY SERVICES - NETWORK SERVICES**

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1. INTRODUCTION.

- 1.1 General.** This Attachment describes each Service Level. For each Service Level this Attachment details the applicable Performance Target, the method for measuring the Service Level and the formula for calculating achievement of the Performance Target. For each Critical Service Level, the Weighting Factor applicable at the Effective Date shall be as set forth in this Attachment.
- 1.2 References.** References to an Attachment, Appendix, Section or Article shall be to such Attachment or Appendix to, or Section or Article of, this Exhibit unless otherwise provided. A reference to this Exhibit includes a reference to the Attachments and Appendices attached hereto.
- 1.3 Definitions.** As used in this Exhibit, capitalized terms shall have the meanings set forth in Exhibit 1. Other terms used in this Exhibit are defined where they are used and have the meanings there indicated.

2. CRITICAL SERVICE LEVELS.**2.1 Resolution Service Level**

Resolution SLA			
Objective	Resolution Service Level: This Service Level measures the Supplier's effectiveness in resolving Incidents within the resolution time target as described below		
Severity levels	Resolution Time	Performance Target	Measurement Interval
Priority 1	4 clock hours	95%	Monthly
Priority 2	8 clock hours	95%	Monthly
Priority 3	72 clock hours	95% (To be baselined)	Monthly
Priority 4	120 clock hours	95% (To be baselined)	Monthly
Methods			
Data Capture	ITSM Tool (Service Now)		
Method of Calculation	This Service Level is calculated as the ratio of particular severity of Incidents that are resolved in time to total number of Incidents of that severity level with the result expressed as a percentage. Start time is when the Incident is assigned to the Supplier and end time is the timestamp when the Incident is resolved and set to resolved status by the Supplier.		
Exclusions	<ul style="list-style-type: none"> • Support for any hardware or software that is end of service life will be best efforts only • All devices, which are not SNMP enabled and cannot be monitored using tools, will be excluded from service levels. • Time taken by Customer or Third-Party Vendors in resolving an Incident before it is assigned to the Supplier would be excluded from Supplier's resolution goal target 		

Resolution SLA	
Low Volume Clause	<ul style="list-style-type: none"> Low Volume Service Levels: In respect of any Service Level that has low volumes of data points in any given Measurement Interval (i.e., Service Levels where the number of measured data points occurring in a given Measurement Interval is so low that a single failure would result in an Service Level Failure), supplier shall have the right to eliminate one (1) data point from the calculation of compliance with each such Service Level, as applicable.

3. OTHER SERVICE LEVELS

The following Service Level's represent LS&Co.'s expectation of service delivery process time limits. Specific details of how these will be managed and reported will be determined as part of knowledge acquisition and transition

3.1 Response Service Levels

Response Service Level				
Objective	Response Service Level: This Service Level measures the supplier's effectiveness in responding to an incident within the response time target as described below			
Severity levels	Accept assignment	Escalate/ Reassign	Performance Target	Measurement Interval
Priority 1	10 minutes	30 minutes	95%	Monthly
Priority 2	30 Min	1 clock hour	95%	Monthly
Priority 3	4 clock hour	12 clock hours	95%	Monthly
Priority 4	8 clock hours	30 clock hours	95%	Monthly
Methods				
Data Capture	ITSM Tool (Service Now)			
Exclusions	<ul style="list-style-type: none"> Support for any hardware or software that is end of service life will be best efforts only All devices, which are not SNMP enabled and cannot be monitored using tools, will be excluded from service levels. Time taken by Customer or Third-Party Vendors in resolving an Incident before it is assigned to the Supplier would be excluded from Supplier's resolution goal target 			
Low Volume Clause	<ul style="list-style-type: none"> Low Volume Service Levels: In respect of any Service Level that has low volumes of data points in any given Measurement Interval (i.e., Service Levels where the number of measured data points occurring in a given Measurement Interval is so low that a single failure would result in an Service Level Failure), supplier shall have the right to eliminate one (1) data point from the calculation of compliance with each such Service Level, as applicable. 			

3.2 Data Center LAN Availability

NOC SL01– Service Level Agreement	
Definition	Data Center LAN Availability(To be baselined)
Performance Target	Data Center LAN shall be Available at least 99.9% of Scheduled Uptime for devices in redundant mode. Data Center LAN shall be Available at least 99.7% of Scheduled Uptime for devices without redundancy.
Method	
Data Capture	HP NNMi tool
Measurement Interval	Monthly
Method of Calculation	TBD
Exclusion	Lan Cabling (Excluding patch Cabling)

3.3 Corporate and Distribution center LAN

NOC SL02– Service Level Agreement	
Definition	Corporate and Distribution center LAN availability(To be baselined)
Performance Target	LAN shall be Available at least 99.7% of Scheduled Uptime for devices in redundant mode. LAN shall be Available at least 99.5% of Scheduled Uptime for devices without redundancy.
Method	
Data Capture	HP NNMi tool
Measurement Interval	Monthly
Method of Calculation	TBD
Exclusion	All devices, which are not SNMP enabled, will be excluded from service levels. Switch ports on ADSL routers are excluded. Store Wi-Fi is currently excluded

3.4 Corporate and Distribution center WAN Routers

NOC SL03– Service Level Agreement	
Definition	Corporate and Distribution center WAN Routers availability(To be baselined)
Performance Target	WAN shall be Available at least 99.7% of Scheduled Uptime for devices in redundant mode. WAN shall be Available at least 99.5% of Scheduled Uptime for devices without redundancy.
Method	
Data Capture	HP NNMi tool

NOC SL03– Service Level Agreement	
Measurement Interval	Monthly
Method of Calculation	TBD
Exclusion	Telecom service provider Routers

3.5 Voice Services

NOC SL04– Service Level Agreement	
Method	
Definition	Voice Services availability(To be baselined)
Performance Target	Core Voice infrastructure shall be Available at least 99.7% of Scheduled Uptime for devices in redundant mode. Core Voice infrastructure shall be Available at least 99.2% of Scheduled Uptime for devices without redundancy.
Data Capture	HP NNMi tool
Measurement Interval	Monthly
Method of Calculation	TBD
Exclusion	Analog lines are excluded from service levels

3.6 Problem Ticket Resolution Service Level (Root Cause Analysis Submission)

Type	Service Level
Tier 1 systems	5 business days
Production systems (Non-Tier 1)	7 business days
Non-Prod systems	10 business days

Supplier will provide RCA on problem tickets as necessary

- **Problem Ticket:** Supplier will maintain 90% success rate in obtaining resolution of problem ticket assignments. It is expected that Supplier will provide enough L3 resources to achieve 90% success rate without requiring LS&Co. engineering involvement. Engineering teams will provide up to 10 hours per calendar month to assist as necessary.
 1. The following common tasks would also include Service Levels (these are examples and are not all inclusive, like said tasks/requests would include the same level Service Levels) If the requests requires a change record that must be represented to the CAB, the completion of the request shall not exceed the proceeding weekend:
 - a. DNS Requests: 3 business days
 - b. DHCP Requests: 3 business days
 - c. IP Address Requests: 1 business days
 - d. LAN Connections: 3 business days

- e. Wireless Configuration Requests: 3 business days
 - f. Acceleration Device Configuration Requests: 3 business days
 - g. Infoblock Configuration Requests: 3 business days
 - h. F5 Configuration Requests: 3 business days
 - i. Switch/Router Configuration Requests: 3 business days
 - j. Monitoring Configuration Requests: 3 business days
 - k. Video/Voice Configuration Requests: 3 business days
 - l. Network device installation Requests: 3 business days
2. **Service Request Ticket:** Supplier will maintain 90% success rate in obtaining resolution of service request ticket (RCA submission) assignments. It is expected that Supplier will provide enough L3 resources to achieve 90% success rate without requiring Levi's engineering involvement. Supplier can tap into the same pool of 10 hours provided by the LS&Co. engineering teams for problem ticket resolution for any assistance as necessary.
- 3. All other requests will have a 10 business day Service Level
 - 4. Supplier will provide RCA on problem tickets as necessary
 - 5. All documentation will be retained in LS&Co.-owned repository.

MASTER SERVICES AGREEMENT

BY AND BETWEEN

LEVI STRAUSS & CO.

AND

WIPRO LIMITED

NOVEMBER 7, 2014

**EXHIBIT 3
SERVICE LEVEL MANAGEMENT**

**ATTACHMENT 3.3.2
SERVICE LEVEL DEFINITIONS – INFORMATION TECHNOLOGY SERVICES**

DESKSIDE SUPPORT

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1. INTRODUCTION.

- 1.1 General.** This Attachment describes each Service Level. For each Service Level this Attachment details the applicable Performance Target, the method for measuring the Service Level and the formula for calculating achievement of the Performance Target. For each Critical Service Level, the Weighting Factor applicable at the Effective Date shall be as set forth in this Attachment.
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- 1.3 Definitions.** As used in this Exhibit, capitalized terms shall have the meanings set forth in Exhibit 1. Other terms used in this Exhibit are defined where they are used and have the meanings there indicated.

2. CRITICAL SERVICE LEVELS.

Resolution Service Level			
Objective	Response Service Level: This Service Level measures the supplier's effectiveness in responding to an incident within the response time target as described below Resolution Service Level: This Service Level measures the Supplier's effectiveness in resolving Incidents within the resolution time target as described below This Service Level is applicable for remote support only		
Severity levels	Resolution Time	Performance Target	Measurement Interval
Priority 1	4 clock hours	95%	Monthly
Priority 2	8 clock hours	95%	Monthly
Priority 3	72 clock hours	95%(To be baselined)	Monthly
Priority 4	120 clock hours	95%(To be baselined)	Monthly
Methods			
Data Capture	ITSM Tool (Service Now)		
Method of Calculation	This Service Level is calculated as the ratio of particular severity of Incidents that are resolved in time to total number of Incidents of that severity level with the result expressed as a percentage. Start time is when the Incident is assigned to the Supplier and end time is the timestamp when the Incident is resolved and set to resolved status by the Supplier.		
Exclusions	<ul style="list-style-type: none"> Support for any hardware or software that is end of service life will be best efforts only All devices, which are not SNMP enabled and cannot be monitored using tools, will be excluded from service levels. Time taken by Customer or Third-Party Vendors in resolving an Incident before it is assigned to the Supplier would be excluded from Supplier's resolution goal target 		
Low Volume Clause	<ul style="list-style-type: none"> Low Volume Service Levels: In respect of any Service Level that has low volumes of data points in any given Measurement Interval (i.e., Service Levels where the number of measured data points occurring in a given Measurement Interval is so low that a single failure would result in an Service Level Failure), supplier shall have the right to eliminate one (1) data point from the calculation of compliance with each such Service Level , as applicable. 		

Page 1

LS&Co. - Exhibit 2 - Description of Services

Resolution Service Level

such Service Level , as applicable.

The following device types will be handled via the exception process

- Devices which doesn't have LS&Co. provided image installed
- Devices which are not accessible using SCCM 2012
- Devices which are not connected to the Levis network

3. OTHER SERVICE LEVELS.

The following Service Level's represent LS&Co.'s expectation of service delivery process time limits. Specific details of how these will be managed and reported will be determined as part of knowledge acquisition and transition

3.1 Response Service Level

Response Service Level				
Objective	Response Service Level: This Service Level measures the supplier's effectiveness in responding to an incident within the response time target as described below. This Service level is applicable for remote support only			
Severity levels	Accept assignment	Escalate/ Reassign	Performance Target	Measurement Interval
Priority 1	10 minutes	30 minutes	95%	Monthly
Priority 2	30 Min	1 clock hour	95%	Monthly
Priority 3	4 clock hour	12 clock hours	95%	Monthly
Priority 4	8 clock hours	30 clock hours	95%	Monthly
Methods				
Data Capture	ITSM Tool (Service Now)			
Exclusions	<ul style="list-style-type: none"> • Support for any hardware or software that is end of service life will be best efforts only • All devices, which are not SNMP enabled and cannot be monitored using tools, will be excluded from service levels. • Time taken by Customer or Third-Party Vendors in resolving an Incident before it is assigned to the Supplier would be excluded from Supplier's resolution goal target 			
Low Volume Clause	<ul style="list-style-type: none"> • Low Volume Service Levels: In respect of any Service Level that has low volumes of data points in any given Measurement Interval (i.e., Service Levels where the number of measured data points occurring in a given Measurement Interval is so low that a single failure would result in an Service Level Failure), supplier shall have the right to eliminate one (1) data point from the calculation of compliance with each such Service Level , as applicable. 			

3.2 Corporate Desk Side Support - Resolve Desktop Systems Problems

Corporate Desk Side SL01– Service Level Agreement

Objective	Corporate Desk Side Support - Resolve Desktop Systems Problem
------------------	---

Corporate Desk Side SL01– Service Level Agreement	
Definition	Issues that require a desk side personal to visit should be resolved within the specified timeframes
Performance Target	<p>Executive support Response: 96% of the incidents and requests to be responded with 1 hr. Resolution : 96% of the incidents to resolved within 1 Business Day Executive support at SFO location will continue to be supported by LS&Co.</p> <p>Priority 3 - 96% resolved within 24 business hours at all LS&Co. service locations Priority 4 - 96% resolved within 40 business hours at all LS&Co. service locations</p>
Method	
Data Capture	ServiceNow tool
Measurement Interval	Monthly
Method of Calculation	Continuous Hours between “Assigned” or “Reassigned” status, and “Resolved” or “Resolved/Contacted” status.

3.3 Software IMAC

Corporate Deskside and Retail Desk Side SL02– Service Level Agreement	
Objective	Software IMAC
Definition	Completion time of Software installation request for 1-9 units
Performance Target	Software Installs Priority 3 & 4 - 95% within 5 business days
Method	
Data Capture	ServiceNow tool
Measurement Interval	Monthly
Method of Calculation	Time between assignment to second level and completion of service request. Exception: The devices not connected to SCCM will be handled as an exception process

3.4 Hardware IMAC

Corporate Deskside and Retail Desk Side SL03– Service Level Agreement	
Objective	Hardware IMAC
Definition	Completion time of Hardware installation request for 1-9 units
Performance Target	Hardware Installs Priority 3 & 4 - 95% within 5 business days
Method	
Data Capture	ServiceNow tool
Measurement Interval	Monthly
Method of Calculation	Time between assignment to second level and completion of service request

Page 3

LS&Co. - Exhibit 2 - Description of Services

3.5 Procurement Services

Corporate Deskside and Retail Desk Side SL04– Service Level Agreement	
Objective	Procurement Services
Definition	Procurement coordination with OEM vendor / supplier for raising the order for procurement
Performance Target	96% of the approved orders to be placed within 3 business days
Method	
Data Capture	ServiceNow
Measurement Interval	Monthly
Method of Calculation	Time between the order is approved by LS&Co. and is entered into the procurement system

3.6 Asset Management PC Hardware Accuracy

Corporate and Retail Deskside SL04– Service Level Agreement	
Objective	Asset Management PC Hardware Accuracy
Performance Target	97%
Method	
Data Capture	ServiceNow
Measurement Interval	Monthly
Method of Calculation	<p>The following are the reports as a part of the PC Hardware Accuracy.</p> <ul style="list-style-type: none"> • Physical device in use and not assigned • In use not discovered more than 6 months • On Loan not Assigned • Physical device – Location Blank • Physical device – Purchased Blank <p>The input source of the above reports are from the following</p> <ul style="list-style-type: none"> • SCCM • ITAM Database <p>For example:</p> <p>The report deriving the accuracy is from SCCM, it shows assets found in discovery that were not already located in the ITAM database – this for example provides the compliance report</p>

3.7 Desktop Patch Level Compliance

Desktop Patch Level Compliance SL02– Service Level Agreement	
Objective	Desktop Patch Level Compliance

Desktop Patch Level Compliance SL02– Service Level Agreement

Definition	The level of compliance of Patch updates to End User Devices connected to the Network for N-1 Patch release, where N is the current Patch release.
Performance Target	During transition phase, Supplier will determine the current Patch level and success rate for both Corporate and Retail devices to discuss and agree Service Levels For Low and Medium category Patches - 95% patching within 90 days For Critical and High Priority patches – As per the agreed time interval and GIS policy.
Method	
Data Capture	SCCM 2012
Exception	Devices not connected to the network Devices that cannot be accessed using SCCM 2012 User manual intervention preventing Patch to be deployed
Measurement Interval	Monthly
Method of Calculation	$[(\text{Total Number of Devices at N-1 Patch level}) / \text{Total Number of Devices}] \times 100$

3.8 PC Image Update**Image Management – Key Performance Indicator**

Objective	PC Image Update
Definition	The amount of time required to update, test, and Updates into an existing Core Image following discussions with LS&Co.
Performance Target	< 30 days for Applications Updates < 60 days for Operating Systems related updates
Method	
Data Capture	ServiceNow
Measurement Interval	Monthly
Method of Calculation	The duration of time between (i) Approval from LS&Co. to incorporate agreed Updates into the Core PC Image, and (ii) a new and fully tested Core PC Image is available for Deployment into the environment.

3.9 Retail Deskside Support**Retail Store Services SL01– Service Level Agreement**

Objective	Retail Desk Side Support
------------------	--------------------------

Retail Store Services SL01 – Service Level Agreement	
Definition	Applies to hardware for which vendor provides Advanced Exchange and Field Dispatch Services: Priority 1 is defined as the entire store cannot transact Priority 2 is defined as the store is able to transact at a degraded level, shipping receiving is impacted , impact to time entry (Manager PC)
Performance Target	Resolve Hardware Problem – Priority 1 - 95% within 24 continuous hours at all LS&CO. Service Locations in the scenario wherein a store personnel is available to troubleshoot. The duration for which Supplier will wait for a store personnel will not be counted against the time The time waiting for 3 rd party OEM to ship the device will not count against the time Resolve Hardware Problem – Priority 2 - 95% within 48 continuous hours at all LS&CO. Service Locations in the scenario wherein a store personnel is available to troubleshoot. The duration for which Supplier will wait for a store personnel will not be counted against the time The time waiting for 3 rd party to OEM to ship the device will not count against the time Resolve Hardware Problem – Priority 3 - 95% within 24 business hours at all LS&CO. Service Locations. Business hours are defined as Monday – Friday 8 a.m. to 5p.m. local store time. Resolve Hardware Problem – Priority 4 - 95% within 40 business hours at all LS&CO. Service Locations
Method	
Data Capture	ServiceNow tool
Measurement Interval	Monthly
Method of Calculation	Continuous Hours between “Assigned” or “Reassigned” status, and “Resolved” or “Resolved/Contacted” status Supplier to update Service Now with the relevant ticket status during the incident and request life cycle

MASTER SERVICES AGREEMENT*

BY AND BETWEEN

LEVI STRAUSS & CO.

AND

WIPRO LIMITED

NOVEMBER 7, 2014

**EXHIBIT 3
SERVICE LEVEL MANAGEMENT**

**ATTACHMENT 3.3.4
SERVICE LEVEL DEFINITIONS – INFORMATION TECHNOLOGY SERVICES**

SOC

* Certain information in this exhibit has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions marked with [****]*.

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1. INTRODUCTION.

- 1.1 General.** This Attachment describes each Service Level. For each Service Level this Attachment details the applicable Performance Target, the method for measuring the Service Level and the formula for calculating achievement of the Performance Target. For each Critical Service Level, the Weighting Factor applicable at the Effective Date shall be as set forth in this Attachment.
- 1.2 References.** References to an Attachment, Appendix, Section or Article shall be to such Attachment or Appendix to, or Section or Article of, this Exhibit unless otherwise provided. A reference to this Exhibit includes a reference to the Attachments and Appendices attached hereto.
- 1.3 Definitions.** As used in this Exhibit, capitalized terms shall have the meanings set forth in Exhibit 1. Other terms used in this Exhibit are defined where they are used and have the meanings there indicated.

2. CRITICAL SERVICE LEVELS.

2.1 Resolution Service Level

Resolution Service Level			
Objective	Resolution Service Level: This Service Level measures the Supplier's effectiveness in resolving Incidents within the resolution time target as described below		
Severity levels	Resolution Time	Performance Target	Measurement Interval
Priority 1	4 clock hours	95%	Monthly
Priority 2	8 clock hours	95%	Monthly
Priority 3	72 clock hours	95%(To be baselined)	Monthly
Priority 4	120 clock hours	95%(To be baselined)	Monthly
Methods			
Data Capture	ITSM Tool (Service Now)		
Method of Calculation	This Service Level is calculated as the ratio Incidents of a particular severity of that are resolved within the resolution time to total number of resolved Incidents of that severity level. Start time is when the Incident is assigned to the Supplier and end time is the timestamp when the Incident is resolved and set to resolved status by the Supplier.		
Exclusions	<ul style="list-style-type: none"> • Support for any hardware or software that is end of service life will be best efforts only • All devices, which are not SNMP enabled or cannot be monitored using tools, will be excluded from service levels. • Time taken by Customer or Third-Party Vendors in resolving an Incident before it is assigned to the Supplier would be excluded from Supplier's resolution goal target 		

Resolution Service Level	
	<ul style="list-style-type: none"> OS version which are not supported by VMware would be supported on best effort basis only
Low Volume Clause	<ul style="list-style-type: none"> Low Volume Service Levels: In respect of any Service Level that has low volumes of data points in any given Measurement Interval (i.e., Service Levels where the number of measured data points occurring in a given Measurement Interval is so low that a single failure would result in an Service Level Failure), supplier shall have the right to eliminate one (1) data point from the calculation of compliance with each such Service Level, as applicable.

2.2 Critical Service Availability

Service Availability Service Level- Critical Service					
Objective		To measure Service Availability. The Service Availability of Critical Services (SAP, Exchange etc.) Service Level measures the availability of critical Service during Scheduled Uptime within the Measurement Interval. Critical Service shall be up and available to the intended Authorized Users and fully functioning as designed during Scheduled Uptime periods within the Measurement Interval. This Service Level represents Availability per critical Service. The Critical Services will need to be defined during transition. “ Available for Use ” shall mean that the Service—is running so as to enable the proper execution of transactions on those Applications that are scheduled to run on such Server and access to updated current data that is intended to be used in conjunction with such Applications. “ Service Scheduled Uptime ” shall mean the number of minutes within the applicable Measurement Interval for the Service. For the avoidance of doubt, Service Scheduled Uptime shall not include any scheduled outages. “ Service Downtime ” shall mean the total time per calendar month out of the Scheduled Uptime, as measured in minutes that the Service for which availability is being computed, is not Available for Use due to failover issues			
Service Category		Equipment/ Product Server	Service Hours	Measurement Interval	
Service Availability for Critical Service					
Service Availability	Critical Service availability	24x7x365	Monthly	99.94%	
Method					
Data Capture	Systems Management Tool and/or ITSM tool & Monitoring System with inter-linkage to ITSM tool suite				
Expected Service Level Performance	On a 24x7 basis service uptime / availability				
Hours of measurement	Measurement shall take place during the approved Scheduled Uptime for critical service environments during the Measurement Interval.				

Service Availability Service Level- Critical Service	
t	
Method of Calculation	The “Service Availability of Critical Service” shall be calculated as Service Scheduled Uptime minus service Downtime, divided by service Scheduled Uptime with the result expressed as a percentage.
Exclusions	<ul style="list-style-type: none"> • Schedule downtime would be excluded from the uptime commitment Service Level • Server outages due to the factored beyond the control of the provider would be excluded (Such as Hardware Failure, Bug-Fixes, natural disaster, Facilities etc.) • The application is architected for high availability & resiliency • There is redundancy built in all layers of underlying infrastructure. The servers should be available either in cluster mode or highly available through VMWare • Any downtime due to third parties outside of Supplier scope like facilities • The Service Level would be applicable only for the failover Services

3. OTHER SERVICE LEVELS

The following Service Level's represent LS&Co.'s expectation of service delivery process time limits. Specific details of how these will be managed and reported will be determined as part of knowledge acquisition and transition

3.1 Response Service Level

Response Service Level				
Objective	Response Service Level: This Service Level measures the supplier's effectiveness in responding to an incident within the response time target as described below			
Severity levels	Accept assignment	Escalate/ Reassign	Performance Target	Measurement Interval
Priority 1	10 minutes	30 minutes	95%	Monthly
Priority 2	30 Min	1 clock hour	95%	Monthly
Priority 3	4 clock hour	12 clock hours	95%	Monthly
Priority 4	8 clock hours	30 clock hours	95%	Monthly
Methods				
Data Capture	ITSM Tool (Service Now)			
Exclusions	<ul style="list-style-type: none"> • Support for any hardware or software that is end of service life will be best efforts only • All devices, which are not SNMP enabled or cannot be monitored using tools, will be excluded from service levels. • Time taken by Customer or Third-Party Vendors in resolving an Incident before it is assigned to the Supplier would be excluded from Supplier's resolution goal target • OS version which are not supported by VMware would be supported on best effort basis only 			
Low Volume Clause	<ul style="list-style-type: none"> • Low Volume Service Levels: In respect of any Service Level that has low volumes of data points in any given Measurement Interval (i.e., Service Levels where the 			

Response Service Level	
	number of measured data points occurring in a given Measurement Interval is so low that a single failure would result in an Service Level Failure), supplier shall have the right to eliminate one (1) data point from the calculation of compliance with each such Service Level, as applicable.

3.2 Service Requests Ticket Resolution Service Level

Type	Service Level
Hardware rack/install	3 business days
OS Install	1 business day for virtual 5 business days for physical (VMware)
Server Readiness activities (Go-live)	5 business days
Server Decommission activities	5 business days
Storage Space	1 business day (virtual), 2 business days (physical)
Data Restores	30 minutes to initiate (Sev1, 2), 1 business day for all other (*all restores must be monitored until completion. Failures must be escalated)
Monitoring	1 business day
Backups	2 business days
VLAN/vSwitch	1 business day – (VMware & HP VC)
VM Resource Modifications (CPU/RAM)	3 business days
Security Audit/Inspection	5 business days

- All other requests will have a 10 business day Service Level.
- **Service Request Ticket:** Supplier will maintain 90% success rate in obtaining resolution of service request ticket assignments.

3.3 Problem Ticket Resolution Service Level (Root Cause Analysis Submission)

Type	Service Level
Tier 1 systems	5 business days
Production systems (Non-Tier 1)	7 business days
Non-Prod systems	10 business days

- Note: Supplier will provide RCA on problem tickets as necessary
- **Problem Ticket:** Supplier will maintain 90% success rate in obtaining resolution of problem ticket

(RCA submission) assignments. It is expected that Supplier will provide enough L3 resources to achieve 90% success rate without requiring Levi's engineering involvement. Engineering teams will provide up to 10 hours per calendar month to assist as necessary.

3.4 Individual Server Availability – Critical Services Environment

Individual Server Availability – (Critical Services Environment)				
Objective				
Service Category	Equipment/ Product Server	Service Hours	Measurement Interval	Performance Target
Individual Server Availability – Critical Services Environment				
Individual Server Availability	Wintel Servers	24x7x365	Monthly	99%
	Unix Servers	24x7x365	Monthly	99%
	Linux Servers	24x7x365	Monthly	99%
Method				
Data Capture	Systems Management Tool and/or ITSM tool & Monitoring System with inter-linkage to ITSM tool suite			
Measurement Interval	Monthly			
Expected Service Level Performance	On a 24x7 basis server uptime / availability			
Hours of measurement	Measurement shall take place during the approved Scheduled Uptime for a Server environment during the Measurement Interval.			

Individual Server Availability – (Critical Services Environment)

Method of Calculation	The “Individual Server Availability Service Level of Critical Service environment” shall be calculated, for Server, as System Scheduled Uptime minus System Downtime, divided by System Scheduled Uptime with the result expressed as a percentage.
Exclusions	<ul style="list-style-type: none"> • Server outages due to the factored beyond the control of the provider would be excluded (Such as Hardware Failure, Bug-Fixes, natural disaster, Facilities etc.) • Schedule downtime would be excluded from the uptime commitment Service Level

3.5 Aggregated Server Availability**Aggregated Server Availability – (Quality Assurance, Test & Development Servers)**

Objective	<p>To measure Service Availability. The Aggregated Server Availability of Quality Assurance, Test & Development Servers Service Level measures the availability of Quality Assurance, Test & Development Servers during Scheduled Uptime within the Measurement Interval. Quality Assurance, Test & Development Servers shall be up and available to the intended Authorized Users and fully functioning as designed during Scheduled Uptime periods within the Measurement Interval.</p> <p>This Service Level represents an average Availability across all Quality Assurance, Test & development Servers.</p> <p>“Available for Use” shall mean that the Server—including the processor and associated storage devices, cabling, peripherals and other equipment—is running properly so as to enable the proper execution of transactions on those Applications that are scheduled to run on such Server and access to updated current data that is intended to be used in conjunction with such Applications.</p> <p>“System Scheduled Uptime” shall mean the number of minutes within the applicable Measurement Interval for the System. For the avoidance of doubt, System Scheduled Uptime shall not include any scheduled outages.</p> <p>“System Downtime” shall mean the total time per calendar month out of the System Scheduled Uptime, as measured in minutes that the System for which availability is being computed, is not Available for Use</p>			
Service Category	Equipment/ Product Server	Service Hours	Measurement Interval	Performance target
Aggregate Server Availability for Quality Assurance , Test & development Servers				
Aggregate Server Availability	Wintel Servers	24x7x365	Monthly	99.9%
	Unix Servers	24x7x365	Monthly	99.9%
	Linux Servers	24x7x365	Monthly	99.9%
Method				
Data Capture	Systems Management Tool and/or ITSM tool & Monitoring System with inter-linkage to ITSM tool suite			
Expected	On a 24x7 basis server uptime / availability			

Aggregated Server Availability – (Quality Assurance, Test & Development Servers)	
Service Level Performance	
Hours of measurement	Measurement shall take place during the approved Scheduled Uptime for all Servers environments during the Measurement Interval.
Method of Calculation	The “Aggregate Server Availability of Quality Assurance, Test& Development Servers Service Level” shall be calculated, across all Quality Assurance Servers and Test & Development Servers, as System Scheduled Uptime minus System Downtime, divided by System Scheduled Uptime with the result expressed as a percentage.
Exclusions	<ul style="list-style-type: none"> • Server outages due to the factored beyond the control of the provider would be excluded (Such as Hardware Failure, Bug-Fixes, natural disaster, Facilities etc.) • Schedule downtime would be excluded from the uptime commitment Service Level

3.6 Disaster Recovery Service Level for [****]*:

As new applications are brought into DR for [****]* and [****]*, they need to be architected for below RTO/RPO and need to be baselined.

Service Level Objective – RTO/RPO for LSA	
Objective	
Performance Target	RPO – 1 Hr. RTO – 6 Hr. DR Drills – Half Yearly –(full blown DR exercises)
Method	
Data Capture	To be Decided
Measurement Interval	Half Yearly
Method of Calculation	To be Decided
Exclusion	<ul style="list-style-type: none"> • RTO/RPO is agreed for critical applications only. • RTO/RPO will be met for DR testing as well.

3.7 Disaster Recovery Service Level for [****]*:

- Below Service Levels which are not met currently, Supplier will baseline the Service Level as per MSA and post that Service Level's target would be set

Service Level Objective – RTO/RPO for LSE	
Objective	

Service Level Objective – RTO/RPO for LSE	
Performance Target	RPO – 1 Hr. RTO – 6 Hr. DR Drills – Half Yearly
Method	
Data Capture	To be Decided
Measurement Interval	Half Yearly
Method of Calculation	To be Decided
Exclusion	<ul style="list-style-type: none"> • RTO/RPO is agreed for critical applications only • RTO/RPO will be met for DR testing as well.

3.8 Disaster Recovery Service Level for [****]*:

- [****]* does not have a DR facility right now hence below Service Level will be applied once DR for [****]* is ready

Service Level Objective – RTO/RPO for AMA	
Objective	
Performance Target	RPO – 48 Hr. RTO – 24 Hr. DR Drills – Half Yearly
Method	
Data Capture	To be Decided
Measurement Interval	Half Yearly
Method of Calculation	To be Decided
Exclusion	<ul style="list-style-type: none"> • RTO/RPO is agreed for critical applications only. • AMA has below four critical applications (DWH, Just Enough, Manugistics & Raymark) • RTO/RPO will be met for DR testing as well.

3.9 Key Performance Indicators

The following key performance indicators have been agreed upon between the Parties as of the Effective Date.

Managed Server Provisioning	95% within 30 Min for Virtual Server (Using VMware templates) 95% within 4 Hr. for Physical Server
Managed Storage Provisioning	95% within 8 Business Hour

Backup Success Rate	Minimum 98.5%, Expected 99.0%

Security Patch Deployment Service Level

Environment	Low Risk	High Risk	Immediately Critical Risk
PCI	30 days	14 days	7 days
DMZ	30 days	14 days	7 days
SOX	90 days	14 days	7 days
All others	90 days	14 days	7 days

- **Security Patch Compliance:** Outstanding patch count shall not exceed 1 patch per total server count. For example, if the number of supported servers = 1,000, Supplier may have up to 1,000 outstanding security patches at any given time.
- All documentation will be retained in LS&Co. owned repository
- LS&Co. reserves the right to interview/screen tech leads in each discipline prior to assignment. It is expected that tech leads will then sign off on remaining/additional resources to ensure they meet expected standards.
- All resources should be proficient in English, both verbal and written.

MASTER SERVICES AGREEMENT

BY AND BETWEEN

LEVI STRAUSS & CO.

AND

WIPRO LIMITED

NOVEMBER 7, 2014

**EXHIBIT 3
SERVICE LEVEL MANAGEMENT**

**ATTACHMENT 3.3.5
SERVICE LEVEL DEFINITIONS – INFORMATION TECHNOLOGY SERVICES**

SERVICE DESK

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1. INTRODUCTION.

- 1.1 General.** This Attachment describes each Service Level. For each Service Level this Attachment details the applicable Performance Target, the method for measuring the Service Level and the formula for calculating achievement of the Performance Target. For each Critical Service Level, the Weighting Factor applicable at the Effective Date shall be as set forth in this Attachment.
- 1.2 References.** References to an Attachment, Appendix, Section or Article shall be to such Attachment or Appendix to, or Section or Article of, this Exhibit unless otherwise provided. A reference to this Exhibit includes a reference to the Attachments and Appendices attached hereto.
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2. CRITICAL SERVICE LEVELS.**2.1 First Level Resolution**

Service Desk SL01– Service Level Agreement	
Objective	First Level Resolution (To be baselined)
Definition	First Level Resolution is a measure of a service desk's ability to resolve incidents & Service Requests at Level 1, without having to escalate the ticket to Level 2 , Level 3 (internal IT professionals in applications, networking, the data center, or elsewhere), Field Support, or Supplier support
Performance Target	<ul style="list-style-type: none"> a. 0-12 months – 45% of all IT Incidents / Requests reported to Service Desk. b. Year 2 onwards - 65% of all IT Incidents / Requests reported to Service Desk. This will be discussed and mutually agreed <p>Continuous improvement program shows progress over time.</p>
Method	
Data Capture	ServiceNow
Measurement Interval	Monthly
Method of Calculation	Number of tickets resolved on the first contact / Total Number of contacts received by the service desk

2.2 Average Speed to Answer - Voice

Service Desk SL02– Service Level Agreement	
Objective	Average Speed to Answer – Voice
Definition	The period of time measured from the moment the end user's last automated menu selection in IVR and is placed in the call queue, to the time an agent answers the phone call, measured in seconds
Performance Target	90% of calls to be answered in =< 30 seconds
Method	
Data Capture	Service Desk ACD,
Measurement Interval	Monthly
Method of Calculation	Number of calls answered in <30 seconds / total no. of calls received by the service desk during that period – Calls which are abandoned by the user in =<15 seconds

2.3 Call Abandon Rate – Phone Response Time

Service Desk SL03– Service Level Agreement	
Objective	Call Abandon Rate – Phone Response Time
Definition	All inbound calls presented to the queue that have waited for a service desk analyst for equal to or greater than 30 seconds.
Performance Target	<5% of all voice contacts
Method	
Data Capture	Service Desk ACD
Measurement Interval	Monthly
Method of Calculation	Number of abandoned calls (calls that enter the queue and "hang up") / total no. of calls reached to the service desk

2.4 Web/E-mail Response Time

Service Desk SL04– Service Level Agreement	
Objective	Web/E-mail Response Time
Definition	Average Time to respond: notification to end-user submission received
Performance Target	90% within 4 hour during business hours of operation
Method	
Data Capture	ServiceNow
Measurement Interval	Monthly
Method of Calculation	Number of Web/E-Mail tickets responded in <4 hours / total no.

Service Desk SL04– Service Level Agreement

of tickets received by the service desk during that period

2.5 Escalation to Tier 2 or Higher**Service Desk SL05– Service Level Agreement**

Objective	Escalation to Tier 2 or higher
Definition	Issues / Requests that cannot be resolved by Service Desk needs to be escalated to respective groups
Performance Target	90% of calls to be escalated in =< 30 minutes
Method	
Data Capture	ServiceNow
Measurement Interval	Monthly
Method of Calculation	Number of tickets that are escalated to respective resolver groups in <30 minutes / total no. of tickets that are escalated by the service desk during that period

MASTER SERVICES AGREEMENT

BY AND BETWEEN

LEVI STRAUSS & CO.

AND

WIPRO LIMITED

NOVEMBER 7, 2014

**EXHIBIT 3
SERVICE LEVEL MANAGEMENT**

**ATTACHMENT 3.3.6
SERVICE LEVEL DEFINITIONS – INFORMATION TECHNOLOGY SERVICES**

SECURITY

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1. INTRODUCTION.

- 1.1 General.** This Attachment describes each Service Level. For each Service Level this Attachment details the applicable Performance Target, the method for measuring the Service Level and the formula for calculating achievement of the Performance Target. For each Critical Service Level, the Weighting Factor applicable at the Effective Date shall be as set forth in this Attachment.
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2. CRITICAL SERVICE LEVELS.

2.1 Resolution Service Level

Resolution Service Level			
Objective	Resolution Service Level: This Service Level measures the Supplier's effectiveness in resolving Incidents within the resolution time target as described below		
Severity levels	Resolution Time	Performance Target	Measurement Interval
Priority 1	4 clock hours	95%	Monthly
Priority 2	8 clock hours	95%	Monthly
Priority 3	72 clock hours	95% (To be baselined)	Monthly
Priority 4	120 clock hours	95% (To be baselined)	Monthly
	Methods		
Data Capture	ITSM Tool (Service Now)		
Method of Calculation	This Service Level is calculated as the ratio of particular severity of Incidents that are resolved in time to total number of Incidents of that severity level with the result expressed as a percentage. Start time is when the Incident is assigned to the Supplier and end time is the timestamp when the Incident is resolved and set to resolved status by the Supplier.		
Low Volume Clause	<ul style="list-style-type: none"> Low Volume Service Levels: In respect of any Service Level that has low volumes of data points in any given Measurement Interval (i.e., Service Levels where the number of measured data points occurring in a given Measurement Interval is so low that a single failure would result in a Service Level Failure), supplier shall have the right to eliminate one (1) data point from the calculation of compliance with each such Service Level, as applicable. 		

3. OTHER SERVICE LEVELS

The following Service Level's represent LS&Co.'s expectation of service delivery process time limits. Specific details of how these will be managed and reported will be determined as part of knowledge acquisition and transition in accordance with Exhibit 8.

3.1 Response Service Levels

Response Service Level				
Objective	Response Service Level: This Service Level measures the supplier's effectiveness in responding to an incident within the response time target as described below			
Severity levels	Accept assignment	Escalate/ Reassign	Performance Target	Measurement Interval
Priority 1	10 minutes	30 minutes	95%	Monthly
Priority 2	30 Min	1 clock hour	95%	Monthly
Priority 3	4 clock hour	12 clock hours	95%	Monthly
Priority 4	8 clock hours	30 clock hours	95%	Monthly
Methods				
Data Capture	ITSM Tool (Service Now)			
Low Volume Clause	<ul style="list-style-type: none"> Low Volume Service Levels: In respect of any Service Level that has low volumes of data points in any given Measurement Interval (i.e., Service Levels where the number of measured data points occurring in a given Measurement Interval is so low that a single failure would result in an Service Level Failure), supplier shall have the right to eliminate one (1) data point from the calculation of compliance with each such Service Level, as applicable. 			

3.2 Additional Service Levels

Firewalls: Add, remove and modify routing, security policies as per LS&Co.'s business requirement and firewall standard practices. Service Level=5 business days

Web Content Filtering: The Service Level for filter changes is <3 business days.

VPN: Supplier will create and deploy and modify VPN profiles based on user requirements (Service Level=5 business days).

VPN New certificates will be created and delivered within 2 business days.

Applications Security and Software Scanning: Supplier to follow the Service Level defined and agreed for Web application scan reports

MASTER SERVICES AGREEMENT

BY AND BETWEEN

LEVI STRAUSS & CO.

AND

WIPRO LIMITED

NOVEMBER 7, 2014

**EXHIBIT 3
SERVICE LEVEL MANAGEMENT**

**ATTACHMENT 3.3.7
SERVICE LEVEL DEFINITIONS – INFORMATION TECHNOLOGY SERVICES**

APPLICATIONS

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1. INTRODUCTION.

- 1.1 General.** This Attachment describes each Service Level. For each Service Level this Attachment details the applicable Performance Target, the method for measuring the Service Level and the formula for calculating achievement of the Performance Target. For each Critical Service Level, the Weighting Factor applicable at the Effective Date shall be as set forth in this Attachment.
- 1.2 References.** References to an Attachment, Appendix, Section or Article shall be to such Attachment or Appendix to, or Section or Article of, this Exhibit unless otherwise provided. A reference to this Exhibit includes a reference to the Attachments and Appendices attached hereto.
- 1.3 Definitions.** As used in this Exhibit, capitalized terms shall have the meanings set forth in Exhibit 1. Other terms used in this Exhibit are defined where they are used and have the meanings there indicated.

2. CRITICAL SERVICE LEVELS.**2.1 Incident Management Resolution Service Levels (non eCommerce)**

Service Level Measure	Resolution Time	Performance Goal	Performance Target	Measurement Interval
Priority 1	4 clock hours	100%	99% (To be baselined)	Monthly
Priority 2	8 clock hours	100%	97% (To be baselined)	Monthly
Priority 3	4 Calendar days	100%	95%	Monthly
Priority 4	7 Calendar days	To be Baseline	To be Baseline	Monthly
Data Capture	ITSM Tool (Service Now)			
Method of Calculation	(Total number of Priority N (N=1,2,3 or 4) incidents resolved within Resolution time within the measurement interval / Total number of Priority N (N=1,2,3 or4) incidents resolved within the measurement interval) * 100% Note: Resolution Time = Incident Resolved time - Incident Assigned time			

2.2 Incident Management Resolution Service Levels (eCommerce)

Service Level Measure	Resolution Time	Performance Goal	Performance Target	Measurement Interval	Calculation Method

Service Level Measure	Resolution Time	Performance Goal	Performance Target	Measurement Interval	Calculation Method
Priority 1	20 clock minutes	100%	99% (To be Baseline)	Monthly	(Total number of P1 incidents resolved within Resolution Time within the measurement interval / Total number of P1 incidents resolved within the measurement interval) * 100% Note: Resolution Time = Incident Resolved time - Incident Assigned time
Urgent Incident (P2)	3 clock hours	To be Baseline	To be Baseline	Monthly	To be calculated Under P2 resolution, ServiceNOW to be configured specifically for Ecommerce Service Levels
Standard Incident (P3)	12 incident support hours	To be Baseline	To be Baseline	Monthly	To be calculated Under P3 resolution, ServiceNOW to be configured specifically for Ecommerce Service Levels
Data Capture	Jira (Until such time as ServiceNow is implemented to capture the details) ITSM Tool (ServiceNow)				

3. OTHER SERVICE LEVELS

The following Service Levels represent LS&Co.'s expectation of service delivery process time limits. Specific details of how these will be managed and reported will be determined as part of knowledge acquisition and transition in accordance with the requirements in [Exhibit 8](#).

3.1 Incident Management Response Service Levels (non eCommerce)

Service Level Measure	Response Time	Performance Goal	Performance Target	Measurement Interval
Priority 1	15 clock minutes	100%	99% (To be baselined)	Monthly
Priority 2	30 clock minutes	100%	97% (To be baselined)	Monthly
Priority 3	1 Calendar day	100%	95%	Monthly
Priority 4	2 Calendar Day	100%	90%	Monthly
Data Capture	ITSM Tool (ServiceNow)			
Method of Calculation	(Total number of Priority N (N=1,2,3 or 4) resolved incidents responded within Response time within the measurement interval / Total number of Priority N (N=1,2,3 or 4) incidents resolved within the measurement interval) * 100%			
	Note: Response Time = Incident Acknowledged time - Incident Assigned Time			

3.2 Incident Management Escalation/Transfer SLAs (non eCommerce)

Service Level Measure	Escalation/Transfer Time	Performance Goal	Performance Target	Measurement Interval
Priority 1	30 clock minutes	To be Baseline	To be Baseline	Monthly
Priority 2	1 clock hours	To be Baseline	To be Baseline	Monthly
Priority 3	2 Calendar Day	To be Baseline	To be Baseline	Monthly
Priority 4	4 Calendar days	To be Baseline	To be Baseline	Monthly
Method of Calculation	(Total Number of Priority N (N=1,2,3 or 4) Incidents Escalated within Escalation/Transfer Time/Total Number of Priority N (N=1,2,3 or 4) Incidents Escalated)*100%			

3.3 Problem Management RCA Service Levels

Service Level Measure	Target Time	Performance Goal	Performance Target	Measurement Interval
Priority 1	3 Calendar days	100%	99% (To be baselined)	Monthly
Priority 2	5 Calendar days	100%	97% (To be baselined)	Monthly
Priority 3	15 Calendar days	100%	95%	Monthly
Data Capture	ITSM Tool (ServiceNow)			
Method of Calculation	(Total number of Priority N (N=1,2,3 or 4) problems resolved within Target time within the measurement interval / Total number of Priority N (N=1,2,3 or 4) Problems resolved within the measurement interval) * 100% Note: Resolution Time = Problem Resolved time - Problem Assigned time A problem is considered to be resolved once RCA is submitted			

3.4 Change Management Enhancement Service Levels

Service Level Measure	Target Time	Performance Goal	Performance Target	Measurement Interval	Calculation Method
Applications promoted to production error free	To be Baseline	100%	97%	Monthly	(Total number of Resolved Enhancement CRs without any post production defects within the measurement interval / Total number of Enhancement CRs resolved within the measurement interval) * 100%
Enhancements delivered on schedule	To be Baseline	100%	95%	Monthly	(Total number of Resolved Enhancement CRs where Actual Implementation date <= Planned Implementation date)

Service Level Measure	Target Time	Performance Goal	Performance Target	Measurement Interval	Calculation Method
					within Target time within the measurement interval / Total number of Enhancement CRs resolved within the measurement interval) * 100%
Turnaround enhancements estimates (effort)	5 Calendar days	100%	95%	Monthly	(Total number of Enhancements requests responded within the target time/ Total number of Enhancements requests received within the measurement interval) * 100%
Data Capture	ITSM Tool (ServiceNow)				

3.5 eCommerce Incident Management Response Service Levels

Service Level Measure	Response Time	Performance Goal	Performance Target	Measurement Interval	Calculation Method
Critical Incident (P1)	7 minutes	To be Baseline	To be Baseline	Monthly	To be calculated Under P1 response, ServiceNOW to be configured specifically for Ecommerce Service Levels
Urgent Incident (P2)	15 minutes	To be Baseline	To be Baseline	Monthly	To be calculated Under P2 response, ServiceNOW to be configured specifically for Ecommerce Service Levels

Service Level Measure	Response Time	Performance Goal	Performance Target	Measurement Interval	Calculation Method
Standard Incident (P3)	30 minutes	To be Baseline	To be Baseline	Monthly	To be calculated Under P3 response, ServiceNOW to be configured specifically for Ecommerce Service Levels
Data Capture	<ul style="list-style-type: none"> Jira (Till ServiceNow is implemented to capture the details) ITSM Tool (Service Now) 				

4. KEY PERFORMANCE INDICATORS

The following key performance indicators have been agreed upon between the Parties as of the Effective Date. Supplier shall measure and report on its performance of these key performance indicators in accordance with the requirements for Service Levels.

S. No	Service Area	KPI	KPI Type	Measurement Interval	Calculation Method
1	Incident Management	Incident Aging for Priority 2 incidents	Quantitative	Monthly	Percentage of IT Priority 2 Incidents during a Measurement Interval that are Not Restored/Restored by Supplier within the required period vs Total no of P2 incidents.
2	Incident Management	Incident Aging for Priority 3 incidents	Quantitative	Monthly	Percentage of IT Priority 3 Incidents during a Measurement Interval that are Not Restored/Restored by Supplier within the required period vs Total no of P3 incidents.
3	Incident Management	Number of avoidable incidents	Quantitative	Monthly	Measured as # of incidents caused by CR implemented.
4	Problem Management	Problems Aging for Priority 1 incidents	Quantitative	Monthly	Percentage of IT Priority 1 Problems during a Measurement Interval that are Not Restored/Restored by Supplier within the

					required period vs Total no of P1 Problems.
5	Problem Management	Problems Aging for Priority 2 incidents	Quantitative	Monthly	Percentage of IT Priority 2 Problems during a Measurement Interval that are Not Restored/Restored by Supplier within the required period vs Total no of P2 Problems
6	Problem Management	Problems Aging for Priority 3 incidents	Quantitative	Monthly	Percentage of IT Priority 2 Problems during a Measurement Interval that are Not Restored/Restored by Supplier within the required period vs Total no of P3 Problems
7	Change Management	Number of Emergency change requests implemented	Quantitative	Monthly	No of Emergency CRs implemented in the Measurement Interval
8	General	Number of Escalations on quality of service	Quantitative	Monthly	No of Escalation in the Measurement Interval. To be maintained in a separate tracker
Data Capture		ITSM Tool (ServiceNow)			

MASTER SERVICES AGREEMENT

BY AND BETWEEN

LEVI STRAUSS & CO.

AND

WIPRO LIMITED

NOVEMBER 7, 2014

**EXHIBIT 3
SERVICE LEVEL MANAGEMENT**

**ATTACHMENT 3.3.8
SERVICE LEVEL DEFINITIONS – INFORMATION TECHNOLOGY**

TESTING COE

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1. INTRODUCTION.

- 1.1 General.** This Attachment describes the Service Levels to be tracked for TCoE. For each Service Level, this Attachment details the objective of the Service Level along with the method for calculation.
- 1.2 References.** References to an Attachment, Appendix, Section or Article shall be to such Attachment or Appendix to, or Section or Article of, this Exhibit unless otherwise provided. A reference to this Exhibit includes a reference to the Attachments and Appendices attached hereto.
- 1.3 Definitions.** As used in this Exhibit, capitalized terms shall have the meanings set forth in Exhibit 1. Other terms used in this Exhibit are defined where they are used and have the meanings there indicated.

2. CRITICAL SERVICE LEVELS.

Pursuant to Section 2.6 of Exhibit 8 the Parties will define, during Knowledge Acquisition, any Critical Service Levels that are to apply to the performance of the Testing Services on and from the Commencement Date (which Critical Service Levels will be subject to the terms of this Exhibit 3).

3. OTHER SERVICE LEVELS.

Pursuant to Section 2.6 of Exhibit 8 the Parties will define, during Knowledge Acquisition, any Other Service Levels that are to apply to the performance of the Testing Services on and from the Commencement Date (which Critical Service Levels will be subject to the terms of this Exhibit 3).

4. KEY PERFORMANCE INDICATORS

The following key performance indicators will be measured for TCoE:

KPI01:- Quality	
Objective	To measure effectiveness of Supplier's testing of Releases
Definition	Defect leakage to Production with Severity 1 for testing done by Supplier.
Method	
Data Capture	Those Severity 1(Critical) defect leakages into Production which are fixed shall be measured until 3 months from the Go-live date, for every Release, by gathering the data from the applicable Incident/Ticket Management System in Production
Measurement Interval	Monthly
Method of Calculation	Only Fixed(Resolved with Code Change) defects from

KPI01:- Quality	
	Incident/Ticket Management System in Production would be gathered on weekly basis. Defects approved to be outstanding for Go-live or Defects relating to aspects that could not be tested in the Test Environment or which were not part of the approved test set or not attributed to performance issues, would not be covered under this Service Level.
Performance Target	Expected and minimum level of defects slippage shall be 0 (ZERO)
KPI 02:- Schedule	
Objective	To measure Schedule adherence of Supplier testing team
Definition	Schedule Slippage is calculated using the formulae => {(Actual Duration - Estimated Duration)/Estimated Duration} *100
Method	
Data Capture	Slippage of schedule for each test release conducted by Supplier shall be measured by gathering data from Project Plan/Test Plan/HP Quality Center. Only the final milestone (test execution completion) shall be considered for measuring schedule slippage. Intermediate milestones/dates of testing will not be considered for measuring schedule slippage.
Measurement Interval	Monthly
Method of Calculation	Schedule Slippage is calculated using the formulae => {(Actual Duration - Estimated Duration)/Estimated Duration} *100. Approved revised schedule or schedule slippage reasons not attributable to Supplier's testing team would not be covered under this Service Level.
Performance Target	Expected and the minimum level of schedule slippage for each release shall be - 95%
KPI03: Test Planning Accuracy	
Objective	To ensure that Supplier delivers test cases as planned.
Definition	Test Cases for which creation is planned versus test cases actually created.
Method	
Data Capture	During the regression test case development planning: <ul style="list-style-type: none"> • Supplier will determine the number of test cases needed by the start of the test phase, based on requirements; • Supplier will document all test cases in the Quality Center and will report test case creation progress against the plan.
Measurement Interval	Weekly or at LS&Co.'s REQUEST
Method of Calculation	Test cases created/test cases for which creation was planned
Performance Target	95% of planned test cases are created as scheduled
KPI 04: Test Execution Accuracy	
Objective	To ensure that Supplier executes test cases as planned.
Definition	Test Cases planned to execute versus test cases actually executed.

KPI01:- Quality	
Method	
Data Capture	During the test case execution planning: <ul style="list-style-type: none"> Supplier will determine the number of regression test cases needed to execute by the start of the test phase, based upon requirements; Supplier will track all test case execution in the Quality Center and report test case execution progress against the plan
Measurement Interval	Daily or at LS&Co.'s REQUEST
Method of Calculation	Test cases executed/test cases planned to be executed Exclusion: Any test case not executed based upon mutual agreement between both parties.
Performance Target	95% of planned test cases are executed as scheduled

MASTER SERVICES AGREEMENT

BY AND BETWEEN

LEVI STRAUSS & CO.

AND

WIPRO LIMITED

NOVEMBER 7, 2014

**EXHIBIT 3
SERVICE LEVEL MANAGEMENT**

**ATTACHMENT 3.4
SERVICE LEVEL DEFINITIONS – CUSTOMER SERVICE SERVICES**

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1. INTRODUCTION.

- 1.1 General.** This Attachment describes each Service Level. For each Service Level this Attachment details the applicable Performance Target, the method for measuring the Service Level and the formula for calculating achievement of the Performance Target. For each Critical Service Level, the Weighting Factor applicable at the Effective Date shall be as set forth in this Attachment.
- 1.2 References.** References to an Attachment, Appendix, Section or Article shall be to such Attachment or Appendix to, or Section or Article of, this Exhibit unless otherwise provided. A reference to this Exhibit includes a reference to the Attachments and Appendices attached hereto.
- 1.3 Definitions.** As used in this Exhibit, capitalized terms shall have the meanings set forth in Exhibit 1. Other terms used in this Exhibit are defined where they are used and have the meanings there indicated.
- 1.4 Completion of Service Level Definitions.** The Service Levels included in this Attachment at the Effective Date reflect the Parties best efforts to define the applicable Service Levels for the Service (and applicable Performance Targets and Service Level Credits). After the Effective Date the Parties shall work in good faith with each other to finalize the list of Service Levels in this Attachment (and the associated Performance Targets and Service Level Credits) that will be applicable to Supplier's performance of the Services after the applicable Commencement Date. Despite the foregoing, the Parties agree that this Attachment shall not be amended without the mutual written agreement of both Parties.

2. CRITICAL SERVICE LEVELS.**2.1 Order Capture**

Customer Service SL01:CS – Timeliness of Manual Order Capture	
Objective	On-time response on all manual order types
Definition	Manual orders entered in system within two hours from the time of receipt of the order, (during the working window) 99% of the time. This will be calculated for manual orders coming via phone, email and e-faxes.
Method	
Data Capture	Base))), SAP
Measurement Interval	Daily
Method of Calculation	TAT – Order receipt to order entry
Performance Target	Performance Target is achieved when 99% of manual orders are entered system within 2 hours from the time of receipt of order (during the working window)
Metric Type	Critical Service Level
Customer Service SL02:CS – Manual Order Capture Accuracy	
Objective	Order entry accuracy
Definition	Ensure orders are inputted correctly with–

Customer Service SL02:CS – Manual Order Capture Accuracy	
	99% order accuracy.
	<p>Definition of Accuracy: A manual order is considered “accurate” if it is complete and error-free</p>
Method	
Data Capture	Base))) extracts
Measurement Interval	Weekly
Method of Calculation	<p>Captured through the measurement interval: $(\text{Total manual orders without errors} / \text{Total manual orders}) * 100$</p> <p>Percent of orders without entry defects.</p> <p>1. 50% of manual orders will be checked throughout the stabilization phase. 2. Post stabilization, if the following criteria is met, then the % of manual checks will be reduced by 10% every month until only 15% of manual orders are checked:</p> <ul style="list-style-type: none"> i. All performance targets set forth in this document are met ii. Mutual agreement between LS&Co. and Supplier to reduce % of manual orders checked <p>3. Over the duration of the contract, 15% of all manual orders will be checked unless non-compliance charges increased by more than 10% of historical charges. In this scenario, the number of manual checks will be temporarily increased to 25% until these non-compliance charges are reduced to below 10% of historical charges.</p>
Performance Target	
Performance Target	Performance Target is achieved when 99% of orders are correctly entered
Metric Type	Critical Service Level

Customer Service SL02:CS – Timeliness of EDI Order Capture	
Objective	Timeliness of EDI Order Capture
Definition	<p>Validate that EDI orders are transmitted as per customer schedule</p> <p>Definition of Customer Schedule: Customer Schedule by region will be provided during TA / KA</p>
Method	
Data Capture	Base))) extracts, customer schedule
Measurement Interval	Weekly
Method of Calculation	<p>Captured through the measurement interval: $(\text{Total EDI orders transmitted as per schedule} / \text{Total EDI orders}) * 100$</p> <p>Percent of orders without any transmission delays. 100% of EDI</p>

Customer Service SL02:CS – Timeliness of EDI Order Capture	
	orders will be checked.
Performance Target	
Performance Target	Performance Target is achieved when 99.5% of EDI orders are correctly transmitted
Metric Type	Critical Service Level

Customer Service KPI04: CS – Order to Delivery Cycle Time	
Objective	Measure the order to delivery note cycle time on all orders.
Definition	Average order to delivery note cycle time on all orders.
Method	
Data Capture	SAP – RDD, actual delivery time Base))) – Action history
Measurement Interval	Monthly
Method of Calculation	Calculate difference between EDI and Manual orders: 1) EDI: Tracked based on SAP order date (time stamped) at the time of receipt 2) Manual: Capture date and time stamp on emails from Base))) and SAP (delivery note)
Performance Target	
Performance Target	Process measure
Metric Type	KPI (promotable)

2.2 Order Requiring Resolutions

Customer Service SL03:CS - Timeliness of EDI and Manual Order Issue Resolution	
Objective	Timeliness of order issues resolution (EDI and Manual)
Definition	Blocks/errors resolved or escalated to retained organization within 2 hours from identification of the errors (based on time stamp) 99.5% of the time. Definition of Escalation and Identification: “Escalation” should be on an exception basis. List of potential escalations will be provided as guidance during KA. “Identification” timing is based on the time stamp when the issue is raised. Errors may include issues identified on excel, fax, email orders which can’t be entered into SAP to issues encompassing the order once it is within the SAP (Manual / EDI)
Method	
Data Capture	SAP, Base)))
Measurement Interval	Daily
Method of Calculation	Captured through the measurement interval:

Customer Service SL03:CS - Timeliness of EDI and Manual Order Issue Resolution	
	(Total orders with blocks or errors resolved or escalated within 2 hours from identification of the errors / Total orders with blocks or errors)*100
Performance Target	
Performance Target	Performance Target is achieved when all blocks/errors are resolved or escalated to retained organization within 2 hours from identification of the errors (during the working window) 99.5% of the time
Metric Type	Critical Service Level
Customer Service SL04:CS – Timeliness of Block / Removal Resolutions Post Approval	
Objective	Timeliness of TAT – block removal/issue resolution post approval from retained organization
Definition	<p>Block removal/issue resolution within 2 hours post approval from the retained organization (based on time stamp) 99.5% of the time.</p> <p>Definition of Escalation and Identification: “Escalation” should be on an exception basis. List of potential escalations will be provided as guidance during KA.</p> <p>“Identification” timing is based on the time stamp when the issue is raised. Errors may include issues identified on excel, fax, email orders which can’t be entered into SAP to issues encompassing the order once it is within the SAP (Manual / EDI)</p>
Method	
Data Capture	SAP, Base)))
Measurement Interval	Daily, weekly, monthly
Method of Calculation	<p>Captured through the measurement interval:</p> <p>(Total orders with blocks or issue resolution approval from retained organization resolved within 2 hours from notification / Total orders with blocks or issue resolution approval from retained organization)*100</p>
Performance Target	
Performance Target	Performance Target is achieved when orders with blocks or issue resolution approval from retained organization are resolved within 2 hours from notification 99.5% of the time
Metric Type	Critical Service Level

Customer Service SL05a:CS – Query Resolution Timeliness (Calls)

Objective	Timeliness of query resolution for calls Received
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Customer Service SL05a:CS – Query Resolution Timeliness (Calls)

Definition	% call queries responded within the agreed timeframe
	Definition of Responded and Timeframe: A query is considered “responded” if it is resolved, pended or routed as per the appropriate handoffs. Calls cannot be put on hold – calls that are put on hold are not considered a “response” and will be calculated against the Performance Target. Timeframe call response is 20 seconds or less.
Method	
Data Capture	ACD Switch report, Base))) Workflow, and Underlying LS&Co. Technology Framework Suite
Measurement Interval	Daily (reported weekly)
Method of Calculation	(Queries responded within agreed timeframe / Total queries handled)*100
Performance Target	
Performance Target	Performance Target is achieved when 98% of queries are responded within the timeframe
Metric Type	Critical Service Level

Customer Service SL05b:CS – Query Resolution Timeliness (Emails)

Objective	Timeliness of query resolution for emails Received
Definition	Monitor the inbound queries received in mailboxes being responded within threshold. Definition of Responded and Threshold: A query is considered “responded” if it is resolved, pended or routed as per the appropriate handoffs. To be within “threshold,” urgent emails have to be responded within to within 30 minutes. Non-urgent emails can be responded within 2 hours. All urgent emails received post 5 PM local country time zone have to be responded 30 minutes post start of business hours the next day while non-urgent emails have to be responded within 2 hours post start of business hours the next day.
Method	
Data Capture	ACD Switch report, Base))) Workflow
Measurement Interval	Daily
Method of Calculation	(Total emails answered within threshold / Total inbound emails received)*100
Performance Target	

Customer Service SL05b:CS – Query Resolution Timeliness (Emails)	
Performance Target	Performance Target is achieved when 99% of urgent emails are answered within threshold of 30 minutes. For the remaining 1% emails, Performance Target is achieved when they are answered within threshold of 45 minutes.
	Performance Target is achieved when 95% of non-urgent emails are answered within threshold of 2 hours
Metric Type	Critical Service Level

2.3 Order Dispute Resolutions

Customer Service SL07:CS – UDM Dispute Identification	
Objective	UDM Dispute Identification
Definition	Supplier to check UDM disputes in SAP on a daily basis.
Method	
Data Capture	SAP, Base))), UDM
Measurement Interval	Daily
Method of Calculation	TAT – Dispute/Chargeback received to resolution/escalation
Performance Target	
Performance Target	Process Measure
Metric Type	KPI

Customer Service SL07:CS – UDM Dispute Resolution / Escalation	
Objective	UDM Dispute Resolution or Escalation
Definition	Escalate UDM disputes to retained organization with all the supporting documents to support or reject the disputes within 48 hours of receipt 99.5% of the time.
Method	
Data Capture	SAP, Base))), UDM
Measurement Interval	Daily
Method of Calculation	(UDM dispute from receipt to resolution or escalation completed within 48 hours / Total UDM disputes)*100
Performance Target	
Performance Target	Performance Target is achieved when UDM disputes are resolved or escalated to retained organization within 48 hours (during the working window) 99.5% of the time
Metric Type	Critical Service Level

2.4 Chargebacks

Customer Service SLA08: CS – Chargeback As a Percentage of Sales	
Objective	Not to exceed chargeback currently performed in country.

Customer Service SLA08: CS – Chargeback As a Percentage of Sales

Definition	Chargebacks percentage attributed to OM errors, incompletion or other order mistakes. Chargeback measurement will be pegged to a percentage of sales as per historical performance in that region.
Method	
Data Capture	SAP Disputes – Values, Reasons Code, SAP Report, internal report from F&A, chargeback value and % reduction of chargeback from quarter to quarter.
Measurement Interval	Monthly, Quarterly
Method of Calculation	Captured through the measurement interval: (Chargeback amount / Total sales value)*100
Performance Target	
Performance Target	Performance Target is achieved when chargeback is at or less than TBD% captured on a quarterly basis <i>[The percentage is to be determined during TA / KA where data is available. It will vary based on geographic locations – US, UK, etc. Where data is not available, a baseline period is to be set up to determine the % of chargeback over sales]</i>
Metric Type	Critical Service Level

Customer Service SLA06: CS – Chargeback Reduction

Objective	Continue to reduce the % of chargebacks in country to be in line with LSUS' % of chargeback achieved in 2014. The objective is to minimize the overall % of chargebacks. <i>[Specific % reduction measured on a quarterly basis to be confirmed during TA / KA. Any changes to the percentages has to be mutually agreed upon]</i>
Definition	% of chargeback threshold as per LSUS % of chargeback achieved in 2014
Method	
Data Capture	SAP Disputes – Values, Reasons Code
Measurement Interval	Monthly
Method of Calculation	SAP Report, internal report from F&A, chargeback value and % reduction of chargeback from quarter to quarter
Performance Target	
Performance Target	Process Measure
Metric Type	Critical Service Level

2.5 Returns and Cancellations Caused by Errors

Customer Service SLA09: CS – Returns Caused by OM Error

Customer Service SLA09: CS – Returns Caused by OM Error	
Objective	No return attributable to OM or customer service errors, delays or incompletion.
Definition	Monitor and report returns made because of customer service input errors. Definition of Errors: An order is considered erroneous if it contains mistakes, is delayed or is incomplete.
Method	
Data Capture	SAP - # of orders / units returns, return reasons, value of return Base))) – Action history
Measurement Interval	Monthly
Method of Calculation	(Total number of returns / Total number of orders) * 100
Performance Target	
Performance Target	Performance Target is achieved when there is less than 0.5% return resulting from OM errors, delays or incompletion
Metric Type	Critical Service Level

Customer Service KPI07: CS – Order Cancellation Caused by OM Error	
Objective	No cancellation attributable to OM handling errors, delays, or incompletion.
Definition	Cancellations attributed to OM errors, delays or incompletion. No cancellation without knowing the reason category, increase accountability and agent should own the order for complete order lifecycle. Definition of Errors: An order is considered erroneous if it contains mistakes, is delayed or is incomplete.
Method	
Data Capture	SAP - # of orders cancelled, cancellation reasons, value of orders Base))) – Action history
Measurement Interval	Monthly
Method of Calculation	(Total number of cancellations / Total number of orders) * 100
Performance Target	
Performance Target	Performance Target is achieved when there is less than 0.5% cancellation resulting from OM errors, delays or incompletion
Metric Type	SLA

2.6 Customer Satisfaction

Customer Service SL05: CS – Customer Satisfaction Survey

Customer Service SL05: CS – Customer Satisfaction Survey	
Objective	Customer experience CSAT
Definition	To measure the satisfaction of LS&Co. customer accounts and sales team and record their experience and feedback on timeliness and quality of the service.
Method	
Data Capture	Through internal/external survey mechanism
Measurement Interval	Monthly (after one year, move to quarterly)
Method of Calculation	<p>Number of satisfied customers / number of customers responding to survey created by Supplier and aligned with LS&Co.</p> <p>A scoring system to evaluate the survey will be put in place. Performance Target has to be calculated based on survey responses that would cover a number of metric mutually agreed on with LS&Co.</p>
Performance Target	
Performance Target	<p>Performance Target: TBD</p> <p><i>[Survey template and scoring mechanism to be finalized during TA / KA.]</i></p>
Metric Type	Critical Service Level

2.7 Reporting

Customer Service SL01:CS – Report Control Timeliness	
Objective	Timely creation and delivery of internal report control requests
Definition	Timely submission, refreshment and distribution of reports in line with agreed cadence.
Definition of Timely:	
	A report submission is considered “timely” if it is submitted within the timeline stipulated by the retained organization. A schedule of reporting cadence will be provided during TA / KA.
Method	
Data Capture	Base))) data extract (time stamps)
Measurement Interval	Monthly
Method of Calculation	# of reports delivered on time / total # of reports generated
Performance Target	
Performance Target	Performance Target is achieved when 95% of all reports are delivered on time
Metric Type	Critical Service Level

Customer Service SL01:CS – Ad Hoc Report Control Timeliness	
Objective	Timely creation and delivery of ad hoc report requests

Customer Service SL01:CS – Ad Hoc Report Control Timeliness

Definition	Timely submission, refreshment and distribution of reports in line with the request of the ad hoc report.
	Definition of Timely: A report submission is considered “timely” if it is submitted within the timeline stipulated by the retained organization during the request.
Method	
Data Capture	Base))) data extract (time stamps)
Measurement Interval	Monthly
Method of Calculation	# of ad hoc reports delivered on time / total # of ad hoc reports generated
Performance Target	
Performance Target	Performance Target is achieved when 95% of all ad hoc reports are delivered on time
Metric Type	Critical Service Level

Customer Service SL02:CS – Report Control Accuracy

Objective	Report control accuracy
Definition	All reports generated for submission, refreshes and distribution are accurate
	Definition of Accurate: A report is considered “accurate” if it is complete and error-free.
Method	
Data Capture	Base)))
Measurement Interval	Monthly
Method of Calculation	# of accurate reports delivered / total # of reports generated
Performance Target	
Performance Target	Performance Target is achieved when 99% of all reports are accurate
Metric Type	Critical Service Level

MASTER SERVICES AGREEMENT

BY AND BETWEEN

LEVI STRAUSS & CO.

AND

WIPRO LIMITED

NOVEMBER 7, 2014

**EXHIBIT 3
SERVICE LEVEL MANAGEMENT**

**ATTACHMENT 3.5
SERVICE LEVEL DEFINITIONS – CONSUMER RELATIONS SERVICES**

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1. INTRODUCTION.

- 1.1 Purpose.** This Attachment describes each Service Level applicable to the Consumer Relations Services. For each Service Level this Attachment details the applicable Performance Target, the method for measuring the Service Level and the formula for calculating achievement of the Performance Target. For each Critical Service Level, the Weighting Factor applicable at the Effective Date shall be as set forth in this Attachment.
- 1.2 References.** References to an Attachment, Appendix, Section or Article shall be to such Attachment or Appendix to, or Section or Article of, this Exhibit unless otherwise provided. A reference to Exhibit includes a reference to the Attachments and Appendices attached hereto.
- 1.3 Definitions.** As used in this Exhibit, capitalized terms shall have the meanings set forth in Exhibit 1. Other terms used in this Exhibit are defined where they are used and have the meanings there indicated.

2. FINALIZATION OF SERVICE LEVEL DEFINITIONS.

The Parties acknowledge and agree that this Attachment 3.5 has not been completed as of the Effective Date. Accordingly, the Parties agree that they shall continue to negotiate and finalize this Attachment 3.5 in good faith, with the goal of promptly completing this Attachment 3.5 (but in no event later than the end of Knowledge Acquisition) and incorporating the completed Attachment 3.5 into the Agreement. The completed Attachment 3.5 shall be incorporated into the Agreement by means of an addenda executed by both Parties, with such completed Attachment 3.5 being effective as of the Effective Date (and without the requirement for additional consideration with respect to the finalization of Attachment 3.5 and execution of the addenda).

MASTER SERVICES AGREEMENT*

BY AND BETWEEN

LEVI STRAUSS & CO.

AND

WIPRO LIMITED

NOVEMBER 7, 2014

**EXHIBIT 4
PRICING**

* Certain information in this exhibit has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions marked with [****]*.

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1. INTRODUCTION.

- 1.1 General.** This Exhibit sets forth the methodology for calculating all Charges for Services provided under the Agreement.
- 1.2 References.** References to an Attachment, Appendix, Section or Article shall be to such Attachment or Appendix to, or Section or Article of, this Exhibit unless otherwise provided. A reference to this Exhibit includes a reference to the Attachments and Appendices attached hereto.
- 1.3 Certain Definitions.** As used in this Exhibit, capitalized terms shall have the meanings set forth in Exhibit 1. Other terms used in this Exhibit are defined where they are used and have the meanings there indicated. The terms set forth below have the meanings set forth below:
- (a) **“Actual RUs”** has the meaning given in Section 4.2.
 - (b) **“Additional Resource Charge”** or “ARC” means a resource charge for LS&Co.’s use or consumption of a Resource above the applicable Resource Baseline, as such charge is set forth in this Exhibit 4.
 - (c) **“Annual Productivity Gains”** has the meaning given in Section 5.3.
 - (d) **“ARC Rate”** means the amount payable for each ARC.
 - (e) **“Base Workforce”** has the meaning given in Section 5.1.
 - (f) **“Billing Region”** has the meaning given in Section 2.6(a).
 - (g) **“Chargeable Project Support”** means the performance of Project-related activities that have been approved by LS&Co. in accordance with the Agreement.
 - (h) **“Consumption Pricing”** has the meaning given in Section 4.1.
 - (i) **“Deadband”** means for a Resource a band of plus or minus 10% from the Resource Baseline for that Resource. For the purposes of the foregoing: (i) the upper end of the Deadband shall be calculated as the largest whole number included within the Deadband percentage, and (ii) the lower end of the Deadband shall be calculated as the smallest whole number included within the Deadband percentage.
 - (j) **“Fixed Fee”** has the meaning given in Section 8.2.
 - (k) **“FTE”** means the equivalent of an individual who spends a specified number of Productive Hours providing the Services per year. 1 FTE correlates to such number of Productive Hours but may be comprised of (*i.e.*, the Productive Hours may be provided by) more than 1 individual and the applicable number of FTEs shall be specified in decimal numbers if the corresponding yearly Productive

Hours are not multiples of the number of Productive Hours specified. For each Region, the number of Productive Hours for a Service Category shall be the Productive Hours specified for that Region in the applicable Pricing Table.

- (l) **“FTE Increment”** has the meaning given in Section 5.5.
- (m) **“LS&Co. Tools”** has the meaning given in Section 2.8.
- (n) **“Milestone Amount”** has the meaning given in Section 8.3.
- (o) **“Monthly Workforce Charge”** has the meaning given in Section 5.1.
- (p) **“Overhead Functions”** means non-chargeable functions that are provided by Supplier as part of Supplier’s overall project management and contract management, except to the extent that such functions are stated in the Agreement as being separately chargeable for Projects. The costs of such functions are included within the Base Charges (as well as the ARC Rates and RRC Rates) and the Rates. The cost of such functions shall not be charged separately and shall not constitute a Project.
- (q) **“Payment Based Milestone”** means a milestone agreed to by the Parties in a Work Order that shall, upon completion and acceptance in accordance with Exhibit 5, result in Supplier’s entitlement to invoice the Charges agreed to by the Parties and associated with the milestone.
- (r) **“Personnel Projection Matrix”** means the personnel projection matrix set forth in the applicable Pricing Table which defines the number of Supplier Staff performing specific Services in each month.
- (s) **“Pricing Table”** means for a Service Category the portion of this Exhibit 4 that defines the Charges for the Services provided by Supplier for that Service Category, the Rates applicable to any New Services and Projects for that Service Category, and such other information as is necessary to determine the changes to the Charges as a result of increases or decreases in the amount of the Services provided hereunder according to LS&Co.’s demand for the Services.
- (t) **“Productive Hours”** means the number of hours worked by Supplier Staff performing the applicable Services, excluding non-productive time (such non-productive time includes travel, vacation, holiday, training, education, marketing, administrative staff meetings, medical leave, military leave and Overhead Functions).
- (u) **“Project Spend”** has the meaning given in Section 8.7.
- (v) **“Rates”** has the meaning given in Section 8.1.

- (w) **“Reduced Resource Credit”** or **“RRC”** means a credit for LS&Co.’s use or consumption of a Service below a Resource Baseline, as such credit is set forth in this Exhibit 4.
- (x) **“Resource”** means the unit of measure identified by Service Category that are used to measure the volume of Services consumed by LS&Co. The volume of Services being consumed by LS&Co. for each Resource shall be measured by counting the number of Resource Units in accordance with the requirements in the Agreement and in the applicable Pricing Table.
- (y) **“Resource Baseline”** means, for each Resource, the monthly volume of Resource Units defined in the applicable Pricing Table. Resource Baselines reflect the quantity of Resource Units that are included in the Base Charges for a specified Resource.
- (z) **“Resource Unit”** or **“RU”** means the unit of measurement for a Resource, as such unit of measurement is defined in the applicable Pricing Table.
- (aa) **“RRC Rate”** means the amount credited to LS&Co. for each RRC.
- (bb) **“Supplier Tools”** has the meaning given in Section 2.7.
- (cc) **“Spike Notice”** has the meaning given in Section 5.5(c).
- (dd) **“Substantial Change”** has the meaning given in Section 4.7.
- (ee) **“Substantial Workforce Change”** has the meaning given in Section 5.6.
- (ff) **“Unit Rate”** means, with respect to a Service charged on an FTE basis, the rate set forth in the applicable Pricing Table for a single FTE. Where multiple bands are set forth in the applicable Pricing Table for an FTE, the Unit Rate in a month shall be the amount for a single FTE set forth in the applicable Pricing Table for the band in which the count of FTEs falls in that month.
- (gg) **“Volume Band”** means the volume bands above or below a Resource Baseline; as specified for each Resource in the applicable Pricing Table.

2. CHARGES GENERALLY.

2.1 Summary of Charges.

The Charges for the Services for each month shall include:

- (a) Any Transition Charges due during the applicable month;
- (b) The monthly Base Workforce Charge for each Service Category, subject to the adjustment of that Base Workforce Charge for changes in applicable FTE Increments, all as determined in accordance with Section 5;
- (c) Pass-Through Expenses;

- (d) Charges as otherwise set forth in Pricing Tables and/or the Agreement; and
 - (e) Charges for Chargeable Project Support.
- 2.2 Assumed Efficiencies.** Supplier has made certain assumptions regarding reductions in costs and other efficiencies that Supplier shall achieve and such efficiencies and assumptions are reflected in the Charges. Supplier agrees that it assumes the risk of the validity of these assumptions such that Supplier delivers the volume and types of Services described in the Agreement for the Charges associated with those Services. In addition, LS&Co. shall not be charged any additional amounts due to Supplier's failure to accomplish or complete these efficiencies. If, at any time during the Term, there is insufficient Supplier Staff to properly perform the Services in accordance with the Agreement as a result of Supplier's failure to achieve the productivity improvements and other efficiencies, Supplier shall (a) provide any additional support (e.g., additional Supplier Staff) necessary to perform such Services in accordance with the Agreement at no additional cost to LS&Co.; and (b) cross-train Supplier Staff with respect to the Services so that Supplier can shift Supplier Staff to properly perform the Services.
- 2.3 Personnel Projection Matrix; Management of Resources.** The Personnel Projection Matrix sets forth the anticipated number of Supplier Staff who will be allocated to the provision of the Services within a particular Service Category. Nothing on the Personnel Projection Matrix shall relieve Supplier of the obligation to provide the Services in accordance with the Agreement and Supplier is solely responsible for managing its resources so as to provide the Services in compliance with the Agreement irrespective of the number of Supplier Staff and other resources required to provide the Services. Supplier shall utilize and manage the billable resources used to perform Services efficiently.
- 2.4 No Other Charges.** The Charges calculated in accordance with this Agreement are the only amounts payable by LS&Co. to Supplier in relation to the subject matter of this Agreement and no other charges, or expenses, costs or other amounts incurred by Supplier in performing the Services and its other obligations pursuant to this Agreement shall be additionally chargeable to LS&Co. Any Services that do not have a specific identified charge or a methodology for calculating a specific Charge shall not be separately chargeable by Supplier. Supplier confirms that there is no cross-subsidization between Service Categories.
- 2.5 Proration.** If any period in which any payment is made is less than the full period in respect of which the payment is due, then the payment shall be prorated on a daily basis based on the number of days in the actual period.
- 2.6 Billing Regions; Currency.**
- (a) For each region (whether a single country or grouping of multiple countries) specified in the table below (each a “**Billing Region**”), Supplier shall provide invoices in accordance with this Exhibit 4 and the Agreement in the country

specified below for that Billing Region to the LS&Co. address specified for that invoice.

Billing Region	Invoiced Entity	Fee Allocation	Currency
[****]*	[****]*	[****]*	U.S. Dollars
[****]*	[****]*	[****]*	U.S. Dollars
[****]*	[****]*	[****]*	U.S. Dollars

- (b) The Fees to be invoiced in each Billing Region for each Service Category shall be in the proportion specified by LS&Co. in its sole discretion from time to time (which proportion represents the Services delivered with respect to each Billing Region). The proportion as at the Effective Date is set forth in the table in Section 2.6(a) under the column titled “Fee Allocation.” Where agreed to by the Parties, Supplier may issue invoices in a Billing Region using the agreed to Supplier Affiliate in the specified Billing Region.
 - (c) Unless otherwise stated in the table above, all references to payments or credits in this Agreement refer to payments or credits in U.S. dollars. The risk of foreign exchange fluctuations has been included in the Charges. Supplier shall not vary or adjust any of the Charges as a result of any fluctuation in any foreign exchange rate.
- 2.7 Supplier Tools.** The one-time and ongoing cost and expenses for: (a) the tools of Supplier set forth in each Statement of Work; (b) tools used by Supplier to provide the Services and any other tools that are required by Supplier in order to deliver the Services to LS&Co. (except to the extent that such a tool is specified as the responsibility of LS&Co. in the applicable Statement of Work); and (c) such other tools as the Parties agree shall be provided by Supplier as part of a New Service, Change or Project, are included within the Charges (collectively “Supplier Tools”). LS&Co. shall not be responsible for additional costs and expenses related to any Supplier Tools (including the implementation, operation, or update of Supplier Tools (including any new release, update or enhancement to that Supplier Tool or the replacement of that Supplier Tool with an alternative software platform)). For clarity, the Charge includes the cost of all resources required by Supplier to perform the responsibilities of Supplier with respect to Supplier Tools (and as such responsibilities are more specifically defined in each Statement of Work).
- 2.8 LS&Co. Tools.** The tools licensed, leased or owned by LS&Co. from a third party and used in connection with the provision of the Services are set forth in the applicable

Statement of Work (“**LS&Co. Tools**”). LS&Co. shall make available to Supplier the number and type of licenses for each LS&Co. Tool specified in the applicable Statement of Work (and as used by LS&Co. for the performance of the applicable Services) at or prior to the Commencement Date. If, during the Transition Period, Supplier determines that there are tools that are licensed, leased or owned by LS&Co. and used by LS&Co. for the performance of the Services at the Effective Date that are not listed in the applicable Statement of Work, then Supplier shall promptly notify LS&Co. of such tools and, upon agreement of the Parties, such tools shall be added to the Statement of Work and upon such addition shall be deemed to form part of the LS&Co. Tools. If Supplier requires additional licenses of, or a different type of license for, the LS&Co. Tools beyond those held by LS&Co. at the Effective Date and used by LS&Co. for the performance of the Services at the Effective Date then the cost and expense of such additional or different licenses shall be to Supplier’s account. If, as a result of LS&Co.’s increase in the demand for Services, Supplier determines that it requires additional licenses for the LS&Co. Tools beyond those held by LS&Co. and used by LS&Co. for the performance of the Services then Supplier shall promptly notify LS&Co. of the requirement for such additional licenses and the cost and expense of additional licenses determined to be required by the Parties for the performance of the Services shall be to LS&Co.’s account.

2.9 Bundle 2 Pricing. The Charges and Transition Charges specify the price associated with the performance of each of the Bundle 2 elements. Supplier shall not be entitled to any Transition Charges or ongoing Charges associated with a Bundle 2 element until such time as LS&Co. notifies Supplier of LS&Co.’s decision to transfer the responsibility for the provision of the Bundle 2 element to Supplier (in which case such Charges shall only be payable in accordance with this Exhibit 4).

2.10 Volume Discount. With the exception of spend on Projects completed pursuant to Section 8 and the New Services (both of which shall be subject to, and included within the calculation of, the volume discount pursuant to Section 8.7) and Pass-Through Expenses, all amounts chargeable under the Agreement shall be reduced by [****]*. The foregoing reflects the discount committed by Supplier with respect to the award of the business pursuant to the Agreement, including any future business or increases in the scope of the business.

3. TRANSITION CHARGES.

3.1 Transition Charges. The Transition Charges are set forth in Exhibit 8. Each of the fixed Transition Charges are allocated in Exhibit 8 to the achievement by Supplier of a specific Transition Milestone. Supplier shall invoice LS&Co. for each such Transition Charge in the month immediately following the month in which LS&Co. accepts Supplier’s completion of a Transition Milestone. If Supplier fails to achieve the Transition Milestone, then Supplier shall not invoice LS&Co. for such Transition Charge until such Transition Milestone is accepted by LS&Co. There are no separate or additional Charges or other expenses for the Transition Services and the Transition Charges include all Pass-Through Expenses incurred by Supplier (or Supplier Staff) in

connection with the performance of such Transition Services, including Pass-Through Expenses associated with travel and lodging.

- 3.2 Payment of Charges Following Transition.** LS&Co. shall not have any obligation to pay any Charges with respect to any Services (or a part of those Services) that are to be provided following Transition until all of the Transition Milestones applicable to such Services (or the applicable part of those Services) have been accepted by LS&Co.

- 3.3 Transition Investment.** [****]*, Supplier will invest, to its own account, in the performance of the Transition Services. At the Effective Date, the projected total investment towards such Transition Services is [****]*. Supplier shall not be entitled to charge LS&Co. with respect to any such investment amounts, provided, however, that such investment amounts are included within the Termination Charges payable pursuant to Section 24.1 of the Agreement (that is, where LS&Co. terminates the Agreement (a) for convenience pursuant to Section 23.1 of the Agreement or (b) as a result of a change in control of LS&Co. pursuant to Section 23.2 of the Agreement).

4. UTILITY/CONSUMPTION PRICING.

- 4.1 Application.** The methodology set forth in this Section 4 applies to those Services which are to be charged on a consumption or utility basis (“**Consumption Pricing**”). As of the Effective Date, Consumption Pricing does not apply to any of the Services to be performed by Supplier after the completion of the initial Transition Period. To the extent that the Parties agree to convert at a future date any of the charges under this Agreement to Consumption Pricing pursuant to Section 5.8 (or the Parties agree that New Services shall be charged using Consumption Pricing), the terms and conditions in this Section 4 shall apply to such Charges.

- 4.2 Resource Volumes; Actual RUs.** Supplier shall measure, track and report on the number of Resource Units utilized and authorized by LS&Co. for each Resource (“**Actual RUs**”) in accordance with the Resource Unit definition. Supplier shall not include in the Actual RUs Resource Units that were (a) consumed by Supplier or Supplier Agents in performing Supplier’s obligations under the Agreement; (b) utilized by Supplier in providing the Services that were meant to have been consolidated, reduced or eliminated in accordance with Supplier’s obligations in the Agreement; (c) expended in performing Overhead Functions; or (d) excluded in the Agreement from the count of Actual RUs. Supplier shall provide LS&Co. with details about Actual RUs, historical and forecast, on a monthly basis and provide explanations for variances beyond historical and forecast trends. If the Actual RUs for a Resource decrease to a volume of zero, there will be no ongoing Charges for that Resource.

- 4.3 Base Charge.** The monthly Base Charge applicable to each Resource is set forth in the applicable Pricing Table. The Base Charge for a Resource reflects the Charges applicable to the quantity of Resource Units included in the Resource Baseline for that Resource. The Base Charge shall be computed on a monthly basis and prorated for any partial month in accordance with Section 2.5.

4.4 Volume Bands; ARC Rates; RRC Rates. The ARC Rates and RRC Rates that will be used to calculate the ARCs and RRCs for each month depend on the Volume Band within which Actual RUs for each Resource fall for the applicable month. Where the applicable Pricing Table reflects a Volume Band as a percentage, (a) the upper end of the Volume Band shall be calculated as the largest whole number included within the Volume Band percentage, and (b) the lower end of the Volume Band shall be calculated as the smallest whole number included within the Volume Band percentage. The ARC Rate and RRC Rate for each Volume Band apply to Resource Units that fall within those Volume Bands. ARCs and RRCs shall be calculated using the ARC Rate or RRC Rate applicable to that Resource in the month the ARC or RRC was incurred. The ARC Rates and RRC Rates are set forth, by Volume Band, in the applicable Pricing Table. For all Resources, the ARC Rate and RRC Rate shall be the same within the same Volume Band. Supplier shall calculate and record Actual RUs, ARCs and RRCs each month. On the 10th business day of each month, Supplier shall provide LS&Co. with a report detailing the Actual RUs, ARCs and RRCs in the prior month.

4.5 Calculation of ARCs for Resource Baselines. If Actual RUs in a calendar month for a Resource are greater than the applicable Resource Baseline for such Resource, then LS&Co. shall pay Supplier an Additional Resource Charge equal to:

- (a) for each complete Volume Band (if any) between the Actual RUs and the Resource Baseline for such Resource, the product of the ARC Rate for the applicable Volume Band multiplied by the number of Resource Units in that Volume Band; and
- (b) for the Volume Band within which the Actual RUs fall, the product of the ARC Rate for the applicable Volume Band multiplied by the difference between the Actual RUs for the Resource for that month and the bottom of the Volume Band.

4.6 Calculation of RRCs for Resource Baselines. If Actual RUs in a calendar month for a Resource are less than the applicable Resource Baseline for such Resource, then Supplier shall credit LS&Co. with a Reduced Resource Credit equal to:

- (a) for each complete Volume Band (if any) between the Actual RUs and the Resource Baseline for such Resource, the product of the RRC Rate for the applicable Volume Band multiplied by the number of Resource Units in that Volume Band; and
- (b) for the Volume Band within which the Actual RUs fall, the product of the RRC Rate for the applicable Volume Band multiplied by the difference between the Actual RUs for the Resource for that month and the top of the Volume Band.

4.7 Substantial Volume Change. In the event that the consumption of a Resource decreases or increases more than 50% in the aggregate from the Resource Baseline and such changes persist for a 90-day period, or either party expects such changes to persist for a 90-day period (each such instance, a “**Substantial Change**”), then either Party may elect to negotiate an equitable adjustment to the Base Charges for that Resource to reflect such

change. Such adjustments shall be based on Supplier's costs (and related profit) that either: (a) can be eliminated if the Substantial Change results in a decrease in LS&Co.'s consumption of services; or (b) are unavoidably incurred by Supplier in the event a Substantial Change results in an increase in LS&Co.'s consumption of the services notwithstanding Supplier's reasonable efforts to avoid and mitigate such costs.

5. FTE-BASED CHARGES.

5.1 Workforce Charges. For each Service Category for which the Charges are calculated on the basis of the Supplier Staff assigned to perform the Services, the Charges for that Service shall be calculated based on the number of authorized FTEs as that number is specified in the Personal Projection Matrix, subject to any additions and subtractions approved in accordance with Sections 5.5 and 5.6 (each, a “**Base Workforce**”). After the expiration of the first Contract Year, and upon 30 days’ notice to LS&Co., Supplier can reassign FTEs who are assigned to perform any of the information technology Services (irrespective of the specific information technology Service Category) from an LS&Co. Service Location to a Supplier Service Location; provided that (i) Supplier shall within each [****]* month period only be permitted to reassign up to [****]* FTEs (unless a greater number is agreed to by the Parties). That is, Supplier may reassign up to [****]* FTEs within the [****]* of a Contract Year but no more than [****]*. For [****]* of the Contract Year, Supplier may reassign up to another [****]*; (ii) to the extent that Supplier does not reassign all [****]* FTEs within any such [****]* month period, Supplier shall not be entitled to rollover such reassessments from that [****]* month period to a subsequent [****]* month period; and (iii) with respect to any such reassignment a minimum floor of greater than [****]* FTEs shall apply at each LS&Co. Service Location unless otherwise agreed to by the Parties. After the expiration of the first Contract Year, Supplier may release FTEs who are assigned to perform any of the information technology Services (irrespective of the specific information technology Service Category) from a Supplier Service Location. Accordingly, starting from the applicable Commencement Date and for each month of the Term thereafter, Supplier shall be entitled to invoice LS&Co. for the performance of the Services for each Service Category the monthly Charge calculated for that Service Category by adding together the sum of all of the amounts calculated in accordance with the following formula (the “**Monthly Workforce Charge**”):

The number of FTEs set forth on the Personnel Project Matrix (plus any additions and subtractions approved in accordance with this Sections 5.5 and 5.6) at a specific Service Location during the month for that Service Category X the applicable Rate.

5.2 Base Workforce. The Monthly Workforce Charge includes the cost of all resources required by Supplier to perform the applicable Services. If, at any time during the Term, there are insufficient FTEs within a Base Workforce to properly perform the applicable Services in accordance with the terms of the Agreement, Supplier shall be required to provide any additional support (e.g., additional FTEs) necessary to perform the applicable Services in accordance with the terms of the Agreement at no additional cost to LS&Co. Supplier is responsible for any additional amounts incurred or resources used as a result of inefficiencies of the FTEs. Without limiting the foregoing, Supplier shall handle the

volume of transactions specified for each Resource as the Resource Baseline, and where no Resource Baseline is specified Supplier shall handle at least the same volumes of Services for each of the processes as LS&Co. historically handled internally in each country and/or Region.

5.3 Year over Year Productivity Gains. Supplier has committed to providing certain year over year productivity gains, as such productivity gains are set forth on the applicable Pricing Table (“**Annual Productivity Gains**”). The Annual Productivity Gains and corresponding reductions in the number of Supplier Staff required to perform the Services are included in annual Base Workforce numbers set forth in the applicable Pricing Tables.

5.4 Resources and Resource Baselines. For each such Resource, Supplier shall measure and track the volume of Actual RUs. By no later than the 10th business day of each month Supplier shall provide LS&Co. with a report detailing the consumption of Actual RUs in the prior month for each Resource. Supplier shall not include in the Actual RUs, transactions or resources that were (a) consumed or utilized by Supplier or Supplier Agents in performing Supplier’s obligations under the Agreement; (b) meant to have been consolidated, reduced or eliminated in accordance with Supplier’s obligations in the Agreement; (c) expended in performing Overhead Functions; (d) excluded in the Agreement from the count of Actual RUs; or (e) re-performed due to Supplier’s failure to perform the applicable Services in accordance with the Agreement.

5.5 Volume Fluctuations.

- (a) The Parties have agreed that certain components of the Services may be subject to adjustment as a result of increases or decreases in LS&Co. consumption of the Services. The components of the Services that are subject to such adjustment, the Resources (and definitions of the Resource Units) for each such component are as set forth in the applicable Pricing Table.
- (b) Supplier shall take all reasonable efforts to perform the Services despite such volume fluctuations, which efforts may include cross-training the Supplier Staff with respect to the various functions comprising the Services so that Supplier can shift Supplier Staff in response to shifts in Actual RUs. Supplier acknowledges and agrees that Actual RUs may fluctuate when compared against the applicable Resource Baseline, however, Supplier shall not be entitled to additional Charges or other compensation due to changes in Actual RUs except as set forth in Section 5.5(c) and Section 5.6.
- (c) If, with respect to a Resource (or other component of the Services), there is a material spike in the level of demand related to that Resource (or other component of the Services) when viewed in light of all of the relevant facts and circumstances, including the historical seasonal demand related to that Resource (or other component of the Services), the applicable Deadband, and such spike in demand could not have been reasonably anticipated by Supplier then Supplier may, to the extent that such spike materially impacts Supplier’s ability to deliver

the applicable Services (or the component thereof) during the period of the spike in the level of demand, notify the LS&Co. Global Lead for the applicable Service Category (“**Spike Notice**”). The Spike Notice shall include all details necessary or desirable to enable the LS&Co. Global Lead for the applicable Service Category to understand the nature of the spike and its impact on the performance of the Services (including, number of FTEs performing the Services, level of productivity, historical and forecast volumes for the applicable Services, seasonal variations to demand, historical and current performance trends with respect to the applicable Services, and such other information reasonably required by LS&Co.). Promptly after the receipt by LS&Co. of a valid Spike Notice, the LS&Co. Global Lead for the applicable Service Category and the Supplier Global Lead for the applicable Service Category shall meet (in person or by telephone) to discuss potential solutions for mitigating the impact of such spike (which resolution may include throttling LS&Co.’s demand for such Service, providing limited and time bounded relief to Service Levels or authorizing limited additional Charges to accommodate overtime or temporary resources (if and to the extent that the facts and circumstances demonstrate that Supplier is unable to address the demand without Supplier incurring material additional costs or increasing in a material manner the Supplier Staff beyond, in each case, that which is ordinarily used or incurred by Supplier to provide the Services)). To the extent that the LS&Co. Global Lead for the applicable Service Category and the Supplier Global Lead for the applicable Service Category are able to agree on acceptable mitigating arrangements such mitigating arrangements shall be documented in writing signed by both of them. Any such mitigating arrangements agreed to by the Parties shall only be effective for the limited duration of the spike in question, as agreed to by the Parties, and shall not apply to future spikes (irrespective of the similarity or terms of mitigating arrangements agreed to by the LS&Co. Global Lead for the applicable Service Category and the Supplier Global Lead for the applicable Service Category). LS&Co. shall have no responsibility for the costs and expenses related to any activities of Supplier that are undertaken to mitigate a spike unless such mitigation has been approved by LS&Co. in accordance with the requirements in this Section 5.5(c).

- (d) Supplier shall maintain a register of all Spike Notices submitted to LS&Co., which register shall contain a copy of the Spike Notice, the minutes of any discussions between the applicable Global Lead and the agreed to disposition of each such Spike Notice (including a copy of the document signed by the applicable Global Leads). Such register shall be up-to-date and accessible by LS&Co., including the members of LS&Co.’s governance team and management team. Additionally, Supplier shall provide a report to the LS&Co. Governance Executive on a monthly basis (to be provided by no later than the 10th business day of the month) detailing any Spike Notices that have been submitted in the prior month and all relevant information on each of the Spike Notices.

- 5.6 Ongoing Changes in FTEs.** The increments that represent the workload of one FTE under a Resource (each, an “**FTE Increment**”) and the actual Deadband for each Resource are set forth in the applicable Pricing Tables. If the Actual RUs for a Resource

within a month falls within the Deadband then there shall be no adjustment to the Base Workforce or the Monthly Workforce Charge. If, for any Resource, the Actual RUs for that Resource exceeds or falls below the Deadband by an FTE Increment or more and such change persists for a 90-day period, or either Party expects such change to persist for a 90-day period (each such instance, a “**Substantial Workforce Change**”), then Supplier shall provide notice of such Substantial Workforce Change to LS&Co. If:

- (a) the Substantial Workforce Change results in an increase in the Actual RUs above the Deadband by more than the applicable FTE Increment, then LS&Co. may elect to add additional FTEs to the Base Workforce to accommodate the Substantial Workforce Change, in which case Supplier shall be entitled to: (i) increase the Base Workforce by the number of FTEs agreed to by the Parties, and if LS&Co. elects to accept such increase in the Base Workforce, Supplier shall implement such increase within 30 days (or such other period mutually agreed to by the Parties) of notice of LS&Co.’s election; and (ii) increase, on and from the date that each such FTE is added, the Base Workforce Charge by the monthly Rate associated with the FTE or FTEs added to the Base Workforce (based on skills and experience of such FTE). If LS&Co. elects not to increase the Base Workforce to accommodate the Substantial Workforce Change then Supplier may be entitled to relief from any applicable Service Level Failure pursuant to Section 8(g) of Exhibit 3; and
- (b) the Substantial Workforce Change results in a decrease in the Actual RUs below the Deadband by more than the applicable FTE Increment, then Supplier shall decrease the number of FTEs in the Base Workforce to reflect such decrease in demand for the applicable Services and decrease, on and from the date that such FTE is removed, the Base Workforce Charge by the monthly Rate associated with the FTE or FTEs removed from the Base Workforce (based on skills and experience of each such FTE).

5.7 Completion of FTE Increments, Resource Definitions and Resource Baselines. As part of Supplier’s responsibilities for Knowledge Acquisition, Supplier shall provide a detailed proposal setting out Supplier’s view of the Resources, Resource Baselines and FTE Increments that shall be used with respect to those Resources, Resource Baselines and FTE Increments that are specified in an applicable Pricing Table as “TBD.” As part of any such proposal, Supplier shall provide an analysis of the application of the items in its proposal and such other information or materials as is required by LS&Co. Any such proposal provided by Supplier shall not change the total Charges due to be paid by LS&Co. (that is, the underlying fundamental economics shall not change). Upon delivery of Supplier’s proposal the Parties will work in good faith to agree to a final position for each Resource, Resource Baseline and FTE Increment addressed in Supplier’s proposal; provided that the Resources, Resource Baselines and FTE Increments shall not be applied without the agreement of both Parties on final language pursuant to the Contract Change Process.

5.8 Conversion of Pricing to Consumption Pricing. At the request of LS&Co., Supplier shall prepare a proposal to convert from the pricing set forth in this Section 5 to

Consumption Pricing. As part of any such proposal, Supplier shall provide an analysis of the advantages and risks associated with any potential conversion to such a pricing model. The pricing model proposed by Supplier shall: (a) reflect the productivity improvements set forth in the applicable Pricing Tables; (b) take into account the different Resource types that accomplish the same or a substantially similar goal but have different underlying costs (e.g., electronic invoices cost less than paper invoices) and Supplier shall propose the Base Charges and ARC Rates and RRC Rates for each Resource type accordingly; (c) include ARC Rates and RRC Rates that reflect unit rates on a banded basis where increasing volumes above a specified baseline will result in reducing unit rates and decreasing volumes will result in increasing unit rates in each subsequent band; (d) not change the total Charges due to be paid by LS&Co. at the time of the transition to charging on the basis of Base Charges subject to ARCs and RRCs (that is, the underlying fundamental economics shall not change); provided that, for clarity, the total Charges may change from month to month after that point in time to reflect changes in volume. No conversion to Consumption Pricing shall be effective without the agreement of both Parties.

6. PASS-THROUGH EXPENSES.

6.1 General. All Pass-Through Expenses are identified on the applicable Pricing Table. Unless otherwise expressly specified on the applicable Pricing Table, Supplier shall not charge LS&Co. any markup or fee in connection with any Pass-Through Expense.

6.2 Services and Materials. With respect to services or materials paid for on a Pass-Through Expenses basis, LS&Co. reserves the right to: (a) obtain such services or materials directly from a third party; (b) designate the third party who will provide such services or materials; except that in the event that Supplier has reasonable objections (based on objective grounds) to such third party, the Parties shall work in good faith to resolve such objections; (c) designate the particular services or materials (e.g., equipment make and model) that Supplier will obtain, except that in the event that Supplier has reasonable objections (based on objective grounds) that such services or materials will materially impact Supplier's performance of the Services, the Parties shall work in good faith to resolve such objections; (d) designate the terms for obtaining such services or materials (e.g., purchase or lease and one-off payment or payment over time); (e) reasonably require Supplier to identify and consider multiple sources for such services or materials, or to conduct a competitive procurement; and (f) review and approve the Pass-Through Expense for such services or materials before entering into a contract for such services or materials.

6.3 Requirements for Pass-Through Expenses. All Pass-Through Expenses that are reimbursable by LS&Co. to Supplier pursuant to this Section shall be (a) limited to those expenses that are reasonable, actual and documented (and all travel expenses shall be subject to LS&Co.'s travel policies); (b) itemized in the monthly invoice issued by Supplier immediately following the fiscal month in which such Pass-Through Expenses were incurred and paid by Supplier with sufficient detail to permit LS&Co. to determine whether such Pass-Through Expenses comply with LS&Co.'s requirements; and (c) accompanied, when requested by LS&Co., by copies of all applicable documentary

evidence (such as copies of receipts). Supplier shall (i) review and validate any Pass-Through Expenses; (ii) identify any errors or omissions in any Pass-Through Expenses; and (iii) communicate with the applicable vendor to correct any errors or omissions, resolve any questions or issues and obtain any applicable credit for LS&Co. Pass-Through Expenses incurred in any currency other than U.S. dollars shall be converted to U.S. dollars at the foreign exchange rate published in the *Wall Street Journal* and in effect as of the date such expenses are incurred by Supplier. On a periodic basis Supplier shall review the amounts paid for Pass-Through Expenses and the third parties used to provide the applicable services and materials to ensure that such: (1) services and materials continue to be provided at a competitive price given the then current market prices for equivalent materials or services; and (2) third party (or third parties) is/are the most appropriate provider(s) of such materials or services in light of all of the facts and circumstances, including the amount of the Pass-Through Expenses.

- 6.4 Rebates.** If Supplier receives a refund, credit, rebate, volume or other discount for goods, services or expenses previously paid for by LS&Co. as part of a Pass-Through Expense, to the extent which such refund, credit, rebate, volume or other discount has not already been accounted for in Supplier's pricing, Supplier shall promptly notify LS&Co. of such refund, credit, rebate, volume or other discount and shall promptly pay the full amount of such refund, credit, rebate, volume or other discount, as the case maybe, to LS&Co.

7. COST OF LIVING ADJUSTMENTS.

The risk of cost-of-living increases or variations in inflation rates have been included in the Charges. Accordingly, there shall be no periodic adjustments to the Charges during the Term and the Charges are not subject to adjustment to account for any inflation or cost-of-living increases.

8. CHARGEABLE PROJECT SUPPORT.

- 8.1 Chargeable Project Support.** Any time or resources that Supplier Staff expend on activities described in Exhibit 2 shall not be billed to LS&Co. as Chargeable Project Support. The applicable Pricing Table sets forth certain labor rates for Productive Hours (the “**Rates**”) for Supplier Staff providing Services on a time and materials basis as part of a Project, Change or New Service. Chargeable Project Support shall be performed on a fixed fee, time-and-materials or other basis, depending on the nature of the Project and the pricing structure agreed upon by the Parties in the Work Order. No Charges for Chargeable Project Support or expenses shall be payable by LS&Co. under a Work Order unless expressly agreed upon by LS&Co. pursuant to such Work Order. No work shall be commenced by Supplier on a Project prior to receipt of LS&Co.’s approval for such Project, by LS&Co. executing and delivering to Supplier the Work Order. LS&Co. shall approve in advance the nature and extent of the Project Services to be provided by Supplier and the level of effort to be expended by Supplier Staff in connection therewith, and may, in its reasonable discretion, increase or decrease such Services and/or effort on a monthly basis.

- 8.2 Estimates.** For each Project, Supplier shall, at its cost, provide LS&Co. with an estimate of the Charges for approval by LS&Co. prior to work commencing on that Project. Such estimate shall take into account: (a) LS&Co.'s requirements regarding the qualifications of the Supplier Staff to be used and the location of those Supplier Staff; (b) the applicable Rate for the required Supplier Staff; (c) Supplier's view of the likely effort required to complete the Project; and (d) the onshore/offshore mix for the Project. Supplier shall not charge LS&Co. more than any estimate given for the Project, without first obtaining LS&Co.'s consent. Unless otherwise requested by LS&Co., Supplier shall provide a firm and fixed estimate of the Charges ("Fixed Fee").
- 8.3 Payment-Based Milestones.** The Parties shall specify the Payment-Based Milestones for the Project in the Work Order. The Payment-Based Milestones shall be associated with defined deliverables that align with completion of specified phases of the Project or interim deliverables for the Project that are measurable and acceptable to LS&Co. The Payment-Based Milestones shall be included as part of the Project upon the Parties agreement to the Work Order. If Supplier fails to achieve any Payment Based Milestone by the date specified for that Payment Based Milestone, LS&Co. shall not be required to pay any portion of the Charges associated with the Payment Based Milestone ("Milestone Amount") unless and until the completion of that Payment Based Milestone is approved by LS&Co. The Parties agree that the Milestone Amount shall reflect the accrued but not yet invoiced Charges that Supplier has incurred in performing the Project in relation to the related Payment Based Milestone. After any given Payment Based Milestone has been achieved by Supplier, and completion of that Payment Based Milestone has been approved by LS&Co., Supplier may invoice LS&Co. for the Milestone Amount specifically related to such Payment Based Milestone. Supplier shall not invoice LS&Co. for any amounts other than the Milestone Amount.
- 8.4 Fixed Fee.** If LS&Co. elects to accept a Fixed Fee for a Work Order then the agreed Fixed Fee shall apply upon execution of that Work Order and Supplier shall perform the Services in the applicable Work Order for the Fixed Fee, subject to any amendment to that Fixed Fee agreed to by the Parties in accordance with the Contract Change Process. A Fixed Fee shall not be adjusted based on the actual Productive Hours expended by Supplier Staff in the performance of the Project. Unless otherwise agreed to by the Parties in the Work Order, Supplier shall invoice the Fixed Charges upon achievement of each applicable Payment Based Milestone. For the avoidance of doubt, Supplier must complete the Services and provide the deliverables specified in the applicable Work Order (excluding any changes requested by LS&Co. and agreed to through the Change Control Procedures) without invoicing LS&Co. for more than the specified Fixed Fee, even if Supplier incorrectly estimated the resources or level of effort required to perform such Services or provide such Deliverable.
- 8.5 Time and Materials Charges.** For a Project completed on a time and materials basis, Supplier shall measure, track and report Productive Hours by Supplier Staff on a monthly basis. Supplier shall: (a) only charge for the Productive Hours spent by the Supplier Staff in performing the Project and (b) not charge for Supplier Staff unless the use of such Supplier Staff has been approved in advance by LS&Co. Where no Payment-Based Milestones are specified for a Project completed on a time and materials basis, the

Charges in each month shall be the sum of the amounts calculated by multiplying, for each member of the Supplier Staff assigned to the Project who has been providing Services, the applicable Rate for that member of the Supplier Staff by the number of Productive Hours worked by that member of the Supplier Staff in support of Project during the month.

- 8.6 Termination of a Work Order.** If LS&Co. terminates a Work Order for convenience and that Work Order includes Payment-Based Milestones, LS&Co. shall pay to Supplier: (a) any amount earned by Supplier for Payment-Based Milestones completed and accepted prior to the effective date of termination; (b) a pro rata portion of the actual effort expended on any milestones or deliverables in progress (to the extent Supplier has not performed a milestone or deliverable in advance of the schedule set forth in the applicable Work Order); and (c) amounts for tools, hardware, pre-paid software and other infrastructure acquired by Supplier on behalf of LS&Co. and for which Supplier has not been reimbursed by LS&Co.; as such tools, hardware, pre-paid software and other infrastructure is specifically detailed in the Work Order; provided however that such expenses shall be reduced to the extent LS&Co. or its designees assume such financial obligations; and provided further that, Supplier uses all reasonable efforts to reuse, redeploy or return such tools, hardware, pre-paid software and other infrastructure.
- 8.7 Volume Discount.** Supplier shall provide a tiered volume rebate based on the aggregate amount of LS&Co.’s committed spend for Projects (excluding any discount) during each Contract Year (“**Project Spend**”). No later than 30 days after the end of each Contract Year, Supplier shall pay to LS&Co. an amount equal to the appropriate Project Spend tier for the Contract Year set forth below multiplied by the corresponding volume rebate percentage set forth below.

Project Spend		Volume Rebate Percentage
[****]*	[****]*	[****]*
[****]*	[****]*	[****]*
[****]*	[****]*	[****]*

For the purposes of clarity, LS&Co. shall only be entitled to a discount of [****]* in a Contract Year if the amount of LS&Co.’s committed Project Spend exceeds [****]*.

MASTER SERVICES AGREEMENT *

By and Between

Levi Strauss & Co.

And

Wipro Limited

November 7, 2014

Exhibit 4

Pricing Tables

Attachment 4.1.1

Human Resources

* Certain information in this exhibit has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions marked with [****]*.

Exhibit 4.1-Pricing Tables -Human Resources

[****]* Pricing Exhibit

A) Annual Productivity Gains

Activities:	Year 1	Year 2	Year 3	Year 4	Year 5
Employee Relations	[****]*	[****]*	[****]*	[****]*	[****]*
Leave Management	[****]*	[****]*	[****]*	[****]*	[****]*
Recruitment	[****]*	[****]*	[****]*	[****]*	[****]*
Offboarding	[****]*	[****]*	[****]*	[****]*	[****]*
Benefits Administration	[****]*	[****]*	[****]*	[****]*	[****]*
Employee Data Management / HRIS	[****]*	[****]*	[****]*	[****]*	[****]*

B) Pricing Table -] Cost Per Hour FTE

Activities:	On shore	Offshore	Nearshore
Employee Relations	\$ [****]*	\$ [****]*	\$ [****]*
Leave Management	\$ [****]*	\$ [****]*	\$ [****]*
Recruitment	\$ [****]*	\$ [****]*	\$ [****]*
Offboarding	\$ [****]*	\$ [****]*	\$ [****]*
Benefits Administration	\$ [****]*	\$ [****]*	\$ [****]*
Employee Data Management / HRIS	\$ [****]*	\$ [****]*	\$ [****]*

C) Productive Hours

Productive Hours [****]*

D) Personnel Projection Matrix (including annual productivity gain)

Activities		Year 1	Year 2	Year 3	Year 4	Year 5
Employee Relations	On shore	[****]*	[****]*	[****]*	[****]*	[****]*
	Offshore	[****]*	[****]*	[****]*	[****]*	[****]*
	Nearshore	[****]*	[****]*	[****]*	[****]*	[****]*
Leave Management	On shore	[****]*	[****]*	[****]*	[****]*	[****]*
	Offshore	[****]*	[****]*	[****]*	[****]*	[****]*
	Nearshore	[****]*	[****]*	[****]*	[****]*	[****]*
Recruitment	On shore	[****]*	[****]*	[****]*	[****]*	[****]*
	Offshore	[****]*	[****]*	[****]*	[****]*	[****]*
	Nearshore	[****]*	[****]*	[****]*	[****]*	[****]*
Offboarding	On shore	[****]*	[****]*	[****]*	[****]*	[****]*
	Offshore	[****]*	[****]*	[****]*	[****]*	[****]*
	Nearshore	[****]*	[****]*	[****]*	[****]*	[****]*
Benefits Administration	On shore	[****]*	[****]*	[****]*	[****]*	[****]*
	Offshore	[****]*	[****]*	[****]*	[****]*	[****]*
	Nearshore	[****]*	[****]*	[****]*	[****]*	[****]*
Employee Data Management / HRIS	On shore	[****]*	[****]*	[****]*	[****]*	[****]*
	Offshore	[****]*	[****]*	[****]*	[****]*	[****]*
	Nearshore	[****]*	[****]*	[****]*	[****]*	[****]*

Total Pass Through Cost Per Year \$ — \$ — \$ — \$ — \$ —

F) Overall Cost: Total FTE and Pass Through Costs Per year

Year 1	Year 2	Year 3	Year 4	Year 5
\$ [****]*	\$ [****]*	\$ [****]*	\$ [****]*	\$ [****]*

G) FTE Increment

Activities:	Volume Per FTE	Unit of Measurement			
Employee Relations	TBD	TBD			
Leave Management	TBD	TBD			
Recruitment	TBD	TBD			
Offboarding	TBD	TBD			
Benefits Administration	TBD	TBD			

Employee Data Management / HRIS	TBD	TBD				
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H) Annual Volume

Activities:	Annual Volume	Units of Measurement
Employee Relations	[****]*	ER Cases
Leave Management	[****]*	Number of leaves
Recruitment	[****]*	Number of offers generated
Offboarding	[****]*	Number of terminations entered in the system
Benefits Administration	[****]*	Number of benefits updates done
Employee Data Management / HRIS	[****]*	Number of employee data updates done

Exhibit 4.1-Pricing Tables -Human Resources

[****]* Pricing Exhibit

A) Annual Productivity Gains

Activities:	Year 1	Year 2	Year 3	Year 4	Year 5
Employee Relations	[****]*	[****]*	[****]*	[****]*	[****]*
Leave Management	[****]*	[****]*	[****]*	[****]*	[****]*
Recruitment	[****]*	[****]*	[****]*	[****]*	[****]*
Offboarding	[****]*	[****]*	[****]*	[****]*	[****]*
Benefits Administration	[****]*	[****]*	[****]*	[****]*	[****]*
Compensation Administration	[****]*	[****]*	[****]*	[****]*	[****]*
Performance Management	[****]*	[****]*	[****]*	[****]*	[****]*
Employee Data Management / HRIS	[****]*	[****]*	[****]*	[****]*	[****]*

B) Pricing Table -] Cost Per Hour FTE

Activities:	On shore	Offshore	Nearshore
Employee Relations	\$ [****]*	\$ [****]*	\$ [****]*
Leave Management	\$ [****]*	\$ [****]*	\$ [****]*
Recruitment	\$ [****]*	\$ [****]*	\$ [****]*
Offboarding	\$ [****]*	\$ [****]*	\$ [****]*
Benefits Administration	\$ [****]*	\$ [****]*	\$ [****]*
Compensation Administration	\$ [****]*	\$ [****]*	\$ [****]*
Performance Management	\$ [****]*	\$ [****]*	\$ [****]*
Employee Data Management / HRIS	\$ [****]*	\$ [****]*	\$ [****]*

C) Productive Hours

Productive Hours [****]*

D) Personnel Projection Matrix (including annual productivity gain)

Activities		Year 1	Year 2	Year 3	Year 4	Year 5
Employee Relations	On shore	[**** *]	[**** *]	[**** *]	[**** *]	[**** *]
	Offshore	[**** *]	[**** *]	[**** *]	[**** *]	[**** *]
	Nearshore	[**** *]	[**** *]	[**** *]	[**** *]	[**** *]
Leave Management	On shore	[**** *]	[**** *]	[**** *]	[**** *]	[**** *]
	Offshore	[**** *]	[**** *]	[**** *]	[**** *]	[**** *]
	Nearshore	[**** *]	[**** *]	[**** *]	[**** *]	[**** *]
Recruitment	On shore	[**** *]	[**** *]	[**** *]	[**** *]	[**** *]
	Offshore	[**** *]	[**** *]	[**** *]	[**** *]	[**** *]
	Nearshore	[**** *]	[**** *]	[**** *]	[**** *]	[**** *]
Offboarding	On shore	[**** *]	[**** *]	[**** *]	[**** *]	[**** *]
	Offshore	[**** *]	[**** *]	[**** *]	[**** *]	[**** *]
	Nearshore	[**** *]	[**** *]	[**** *]	[**** *]	[**** *]
Benefits Administration	On shore	[**** *]	[**** *]	[**** *]	[**** *]	[**** *]
	Offshore	[**** *]	[**** *]	[**** *]	[**** *]	[**** *]
	Nearshore	[**** *]	[**** *]	[**** *]	[**** *]	[**** *]
Compensation Administration	On shore	[**** *]	[**** *]	[**** *]	[**** *]	[**** *]
	Offshore	[**** *]	[**** *]	[**** *]	[**** *]	[**** *]
	Nearshore	[**** *]	[**** *]	[**** *]	[**** *]	[**** *]
Performance Management	On shore	[**** *]	[**** *]	[**** *]	[**** *]	[**** *]
	Offshore	[**** *]	[**** *]	[**** *]	[**** *]	[**** *]
	Nearshore	[**** *]	[**** *]	[**** *]	[**** *]	[**** *]
Employee Data Management / HRIS	On shore	[**** *]	[**** *]	[**** *]	[**** *]	[**** *]
	Offshore	[**** *]	[**** *]	[**** *]	[**** *]	[**** *]
	Nearshore	[**** *]	[**** *]	[**** *]	[**** *]	[**** *]

Total FTE Per Year [****]* [****]* [****]* [****]* [****]* [****]*

E) Pass Through Expenses

Total Pass Through Cost Per Year **0** **0** **0** **0**

E) Overall Cost: Total FTE and Pass Through Costs Per year

Total On-going + Pass Through Cost Per Year

\$ [****]*	\$ [****]*	\$ [****]*	\$ [****]*	\$ [****]*	
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G) FTE Increment

Activities:	Volume Per FTE	Unit of Measurement
Employee Relations	TBD	TBD
Leave Management	TBD	TBD
Recruitment	TBD	TBD
Offboarding	TBD	TBD
Benefits Administration	TBD	TBD
Compensation Administration	TBD	TBD
Performance Management	TBD	TBD
Employee Data Management / HRIS	TBD	TBD

H) Annual Volume

Activities:	Annual Volume	Units of Measurement
Employee Relations	TBD	ER Cases
Leave Management	TBD	Number of leaves
Recruitment	TBD	Number of offers generated
Offboarding	TBD	Number of terminations entered in the system
Benefits Administration	TBD	Number of benefits updates done
Compensation Administration	TBD	Compensation data updates
Performance Management	TBD	Performance Management Data Updates
Employee Data Management / HRIS	TBD	Number of employee data updates done

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LS&Co. - Exhibit 2 - Description of Services

Exhibit 4.1-Pricing Tables -Human Resources

[****]*Pricing Exhibit

A) Annual Productivity Gains

Activities:	Year 1	Year 2	Year 3	Year 4	Year 5
Employee Relations	[****]*	[****]*	[****]*	[****]*	[****]*
Leave Management	[****]*	[****]*	[****]*	[****]*	[****]*
Recruitment	[****]*	[****]*	[****]*	[****]*	[****]*
Offboarding	[****]*	[****]*	[****]*	[****]*	[****]*
Benefits Administration	[****]*	[****]*	[****]*	[****]*	[****]*
Compensation Administration	[****]*	[****]*	[****]*	[****]*	[****]*
Performance Management	[****]*	[****]*	[****]*	[****]*	[****]*
Employee Data Management / HRIS	[****]*	[****]*	[****]*	[****]*	[****]*

B) Pricing Table -] Cost Per Hour FTE

Activities:	On shore	Offshore	Nearshore
Employee Relations	\$ [****]*	\$ [****]*	\$ [****]*
Leave Management	\$ [****]*	\$ [****]*	\$ [****]*
Recruitment	\$ [****]*	\$ [****]*	\$ [****]*
Offboarding	\$ [****]*	\$ [****]*	\$ [****]*
Benefits Administration	\$ [****]*	\$ [****]*	\$ [****]*
Compensation Administration	\$ [****]*	\$ [****]*	\$ [****]*
Performance Management	\$ [****]*	\$ [****]*	\$ [****]*
Employee Data Management / HRIS	\$ [****]*	\$ [****]*	\$ [****]*

C) Productive Hours

Productive Hours [****]*

D) Personnel Projection Matrix (including annual productivity gain)

Activities		Year 1	Year 2	Year 3	Year 4	Year 5
Employee Relations	On shore	[*****]*	[*****]*	[*****]*	[*****]*	[*****]
	Offshore	[*****]*	[*****]*	[*****]*	[*****]*	[*****]
	Nearshore	[*****]*	[*****]*	[*****]*	[*****]*	[*****]
Leave Management	On shore	[*****]*	[*****]*	[*****]*	[*****]*	[*****]
	Offshore	[*****]*	[*****]*	[*****]*	[*****]*	[*****]
	Nearshore	[*****]*	[*****]*	[*****]*	[*****]*	[*****]
Recruitment	On shore	[*****]*	[*****]*	[*****]*	[*****]*	[*****]
	Offshore	[*****]*	[*****]*	[*****]*	[*****]*	[*****]
	Nearshore	[*****]*	[*****]*	[*****]*	[*****]*	[*****]
Offboarding	On shore	[*****]*	[*****]*	[*****]*	[*****]*	[*****]
	Offshore	[*****]*	[*****]*	[*****]*	[*****]*	[*****]
	Nearshore	[*****]*	[*****]*	[*****]*	[*****]*	[*****]
Benefits Administration	On shore	[*****]*	[*****]*	[*****]*	[*****]*	[*****]
	Offshore	[*****]*	[*****]*	[*****]*	[*****]*	[*****]
	Nearshore	[*****]*	[*****]*	[*****]*	[*****]*	[*****]
Compensation Administration	On shore	[*****]*	[*****]*	[*****]*	[*****]*	[*****]
	Offshore	[*****]*	[*****]*	[*****]*	[*****]*	[*****]
	Nearshore	[*****]*	[*****]*	[*****]*	[*****]*	[*****]
Performance Management	On shore	[*****]*	[*****]*	[*****]*	[*****]*	[*****]
	Offshore	[*****]*	[*****]*	[*****]*	[*****]*	[*****]
	Nearshore	[*****]*	[*****]*	[*****]*	[*****]*	[*****]
Employee Data Management / HRIS	On shore	[*****]*	[*****]*	[*****]*	[*****]*	[*****]
	Offshore	[*****]*	[*****]*	[*****]*	[*****]*	[*****]
	Nearshore	[*****]*	[*****]*	[*****]*	[*****]*	[*****]

Total FTE Per Year [*****]* [*****]* [*****]* [*****]* [*****]

E) Pass Through Expenses

Total Pass Through Cost Per Year **0** **0** **0** **0** **0**

F) Overall Cost: Total FTE and Pass Through Costs Per year

	Year 1	Year 2	Year 3	Year 4	Year 5
Total On-going + Pass Through Cost Per Year	\$ [****]*	\$ [****]*	\$ [****]*	\$ [****]*	\$ [****]*

G) FTE Increment

Activities:	Volume Per FTE	Unit of Measurement
Employee Relations	TBD	TBD
Leave Management	TBD	TBD
Recruitment	TBD	TBD
Offboarding	TBD	TBD
Benefits Administration	TBD	TBD
Compensation Administration	TBD	TBD
Performance Management	TBD	TBD
Employee Data Management / HRIS	TBD	TBD

H) Annual Volume

Activities:	Annual Volume	Units of Measurement
Employee Relations	[****]*	ER Cases
Leave Management	TBD	Number of leaves
Recruitment	[****]*	Number of offers generated
Offboarding	[****]*	Number of terminations entered in the system
Benefits Administration	TBD	Number of benefits updates done
Compensation Administration	TBD	Compensation data updates
Performance Management	TBD	Performance Management Data Updates
Employee Data Management / HRIS	TBD	Number of employee data updates done

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LS&Co. - Exhibit 2 - Description of Services

Exhibit 4.1-Pricing Tables -Human Resources

Volume Details

A) Employee Relations

													<u>Annualized</u>
JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Total	
[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
[****]*	TBD												
[****]*	Monthly volumes TBD												[****]*

B) Leave Management

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Total	
[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*					[****]*
[****]*	TBD												
[****]*	TBD												

C) Recruitment

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Total	
[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
[****]*	TBD												
[****]*	Monthly volumes TBD												[****]*

D) Offboarding

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Total	
[****]*	TBD												
[****]*	TBD												
[****]*	Monthly volumes TBD												[****]*

E) Benefits Administration

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Total	
[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
[****]*	TBD												
[****]*	TBD												

F) Compensation Administration

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Total	
[****]*	TBD												
[****]*	TBD												
[****]*	TBD												

G) Performance Management

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Total	
[****]*	TBD												
[****]*	TBD												
[****]*	TBD												

H) Employee Data Management / HRIS

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Total	
[****]*	TBD												
[****]*	TBD												
[****]*	TBD												

Exhibit 4.1- Pricing Tables - Human Resources
HR Portal and Knowledge Base

HR Portal

Implementation	\$	\$ [****]*	
Maintenance	\$ / year	\$ [****]*	
Optional Services	\$ / day	\$ [****]*	Subject to scope

Knowledge Base

Implementation	\$	\$ [****]*	Includes: - 1 x Access points (includes up to [****]* categories) - Correspondence management (Includes basic contact form); (Limited to single inbox) - Responsive design with [****]* break point - Rating system - Feedback system - Search ahead - [****]* training session
License Fees	\$ / year	\$ [****]*	Based on [****]* employees
Access points per group	\$ / year	\$ [****]*	Based on one access point
Administrator License Fees	\$ / year	\$ [****]*	Based on [****]* agents
Web chat	\$ / year	\$ [****]*	Based on up to [****]* agents
Maintenance fees	\$ / year	\$ [****]*	
Optional services			
Additional access point / brand	\$	\$ [****]*	Includes up to [****]* brand categories/brand
XML feeds	\$	\$ [****]*	Depending on requirements
Additional inboxes	\$	\$ [****]*	Depending on number
Additional content categories	\$	\$ [****]*	Depending on number
Promotion engine for 4 adverts	\$	\$ [****]*	Either banners, or textual ads, or combination of both
Additional languages			
Build fees	\$ / language	\$ [****]*	
License fees	\$ / language / year	\$ [****]*	
Additional training fees	\$ / day	\$ [****]*	
Integration into 3rd party system	\$ / day	\$ [****]*	Subject to scoping
Consultancy fees	\$ / day	\$ [****]*	
Additional licence	\$ / user	[****]*	For users over [****]* employees

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LS&Co. - Exhibit 2 - Description of Services

MASTER SERVICES AGREEMENT*

By and Between

Levi Strauss & Co.

And

Wipro Limited

November 7, 2014

**Exhibit 4
Pricing Tables**

**Attachment 4.1.2
Finance Services**

* Certain information in this exhibit has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions marked with [****].

Attachment 4.1.2 - Pricing Tables - Finance Services

[****]* **Pricing Exhibit**

A) Annual Productivity Gains

Activities:	Year 1	Year 2	Year 3	Year 4	Year 5
Accounts Payable	[****]*	[****]*	[****]*	[****]*	[****]*
Travel & Expense Processing	[****]*	[****]*	[****]*	[****]*	[****]*
Payroll	[****]*	[****]*	[****]*	[****]*	[****]*
Accounts Receivable	[****]*	[****]*	[****]*	[****]*	[****]*
General Accounting	[****]*	[****]*	[****]*	[****]*	[****]*
Inventory Accounting	[****]*	[****]*	[****]*	[****]*	[****]*
Treasury Transactions	[****]*	[****]*	[****]*	[****]*	[****]*
Internal Reporting	[****]*	[****]*	[****]*	[****]*	[****]*
Procurement Enablement	[****]*	[****]*	[****]*	[****]*	[****]*
Technology and Master Data	[****]*	[****]*	[****]*	[****]*	[****]*

B) Pricing Table - Cost Per Hour FTE

Activities:	On shore	Offshore	Nearshore
Accounts Payable	\$ [****]*	\$ [****]*	\$ [****]*
Travel & Expense Processing	\$ [****]*	\$ [****]*	\$ [****]*
Payroll	\$ [****]*	\$ [****]*	\$ [****]*
Accounts Receivable	\$ [****]*	\$ [****]*	\$ [****]*
General Accounting	\$ [****]*	\$ [****]*	\$ [****]*
Inventory Accounting	\$ [****]*	\$ [****]*	\$ [****]*
Treasury Transactions	\$ [****]*	\$ [****]*	\$ [****]*
Internal Reporting	\$ [****]*	\$ [****]*	\$ [****]*
Procurement Enablement	\$ [****]*	\$ [****]*	\$ [****]*
Technology and Master Data	\$ [****]*	\$ [****]*	\$ [****]*

C) Productive Hours

Productive Hours	[****]*
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D) Personnel Projection Matrix (including annual productivity gain)

Activities		Year 1	Year 2	Year 3	Year 4	Year 5
Accounts Payable	On shore	[****]*	[****]*	[****]*	[****]*	[****]*
	Offshore	[****]*	[****]*	[****]*	[****]*	[****]*
	Nearshore	[****]*	[****]*	[****]*	[****]*	[****]*
Travel & Expense Processing	On shore	[****]*	[****]*	[****]*	[****]*	[****]*
	Offshore	[****]*	[****]*	[****]*	[****]*	[****]*
	Nearshore	[****]*	[****]*	[****]*	[****]*	[****]*
Payroll	On shore	[****]*	[****]*	[****]*	[****]*	[****]*
	Offshore	[****]*	[****]*	[****]*	[****]*	[****]*
	Nearshore	[****]*	[****]*	[****]*	[****]*	[****]*
Accounts Receivable	On shore	[****]*	[****]*	[****]*	[****]*	[****]*
	Offshore	[****]*	[****]*	[****]*	[****]*	[****]*
	Nearshore	[****]*	[****]*	[****]*	[****]*	[****]*
General Accounting	On shore	[****]*	[****]*	[****]*	[****]*	[****]*
	Offshore	[****]*	[****]*	[****]*	[****]*	[****]*
	Nearshore	[****]*	[****]*	[****]*	[****]*	[****]*
Inventory Accounting	On shore	[****]*	[****]*	[****]*	[****]*	[****]*
	Offshore	[****]*	[****]*	[****]*	[****]*	[****]*
	Nearshore	[****]*	[****]*	[****]*	[****]*	[****]*
Treasury Transactions	On shore	[****]*	[****]*	[****]*	[****]*	[****]*
	Offshore	[****]*	[****]*	[****]*	[****]*	[****]*
	Nearshore	[****]*	[****]*	[****]*	[****]*	[****]*
Internal Reporting	On shore	[****]*	[****]*	[****]*	[****]*	[****]*
	Offshore	[****]*	[****]*	[****]*	[****]*	[****]*
	Nearshore	[****]*	[****]*	[****]*	[****]*	[****]*
Procurement Enablement	On shore	[****]*	[****]*	[****]*	[****]*	[****]*
	Offshore	[****]*	[****]*	[****]*	[****]*	[****]*
	Nearshore	[****]*	[****]*	[****]*	[****]*	[****]*

Technology and Master Data	On shore	[****]*	[****]*	[****]*	[****]*	[****]*
	Offshore	[****]*	[****]*	[****]*	[****]*	[****]*
	Nearshore	[****]*	[****]*	[****]*	[****]*	[****]*
	Total FTE Per Year	[****]*	[****]*	[****]*	[****]*	[****]*

E) Pass Through Expenses

Total Pass Through Cost Per Year **0** **0** **0** **0** **0**

Baseline Volume:

F) Overall Cost: Total FTE and Pass Through Costs Per year

	Year 1	Year 2	Year 3	Year 4	Year 5
Total On-going + Pass Through	[****]*	[****]*	[****]*	[****]*	[****]*
Cost Per Year					

G) FTE Increment

Activities:	Volume Per FTE	Unit of Measurement
Accounts Payable	TBD	TBD
Travel & Expense Processing	TBD	TBD
Payroll	TBD	TBD
Accounts Receivable	TBD	TBD
General Accounting	TBD	TBD
Inventory Accounting	TBD	TBD
Treasury Transactions	TBD	TBD
Internal Reporting	TBD	TBD
Procurement Enablement	TBD	TBD
Technology and Master Data	TBD	TBD

H) Annual Volume

Activities:	Annual Volume	Units of Measurement
Accounts Payable	[****]*	Total invoice processing + Trade Payables + invoice payment. TBC during TA/KA
Travel & Expense Processing	[****]*	Touched expense reports [****]*. Excludes automatic. TBC during TA/KA
Payroll	[****]*	Number of employees supported (salaried + Hourly) excluding holiday hires. TBC during TA/KA
Accounts Receivable	[****]*	Payments Received ([****]* only, others tbc during TA/KA)
General Accounting	TBD	TBD
Inventory Accounting	TBD	TBD
Treasury Transactions	TBD	TBD
Internal Reporting	TBD	TBD
Procurement Enablement	[****]*	Number of POs created ([****]* only, others tbc during TA/KA)
Technology and Master Data	[****]*	VMD requests in [****]* only. TBC during TA/KA

Attachment 4.1.2 - Pricing Tables - Finance Services

[****]* Pricing Exhibit

A) Annual Productivity Gains

Activities:	Year 1	Year 2	Year 3	Year 4	Year 5
Accounts Payable	[****]*	[****]*	[****]*	[****]*	[****]*
Travel & Expense Processing	[****]*	[****]*	[****]*	[****]*	[****]*
Payroll	[****]*	[****]*	[****]*	[****]*	[****]*
Accounts Receivable	[****]*	[****]*	[****]*	[****]*	[****]*
General Accounting	[****]*	[****]*	[****]*	[****]*	[****]*
Inventory Accounting	[****]*	[****]*	[****]*	[****]*	[****]*
Treasury Transactions	[****]*	[****]*	[****]*	[****]*	[****]*
Internal Reporting	[****]*	[****]*	[****]*	[****]*	[****]*
Procurement Enablement	[****]*	[****]*	[****]*	[****]*	[****]*
Technology and Master Data	[****]*	[****]*	[****]*	[****]*	[****]*

B) Pricing Table - Cost Per Hour FTE

Activities:	On shore	Offshore	Nearshore
Accounts Payable	\$ [****]*	\$ [****]*	\$ [****]*
Travel & Expense Processing	\$ [****]*	\$ [****]*	\$ [****]*
Payroll	\$ [****]*	\$ [****]*	\$ [****]*
Accounts Receivable	\$ [****]*	\$ [****]*	\$ [****]*
General Accounting	\$ [****]*	\$ [****]*	\$ [****]*
Inventory Accounting	\$ [****]*	\$ [****]*	\$ [****]*
Treasury Transactions	\$ [****]*	\$ [****]*	\$ [****]*
Internal Reporting	\$ [****]*	\$ [****]*	\$ [****]*
Procurement Enablement	\$ [****]*	\$ [****]*	\$ [****]*
Technology and Master Data	\$ [****]*	\$ [****]*	\$ [****]*

C) Productive Hours

Productive Hours	[****]*
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D) Personnel Projection Matrix (including annual productivity gain)

Activities		Year 1	Year 2	Year 3	Year 4	Year 5
Accounts Payable	On shore	[****]*	[****]*	[****]*	[****]*	[****]*
	Offshore	[****]*	[****]*	[****]*	[****]*	[****]*
	Nearshore	[****]*	[****]*	[****]*	[****]*	[****]*
Travel & Expense Processing	On shore	[****]*	[****]*	[****]*	[****]*	[****]*
	Offshore	[****]*	[****]*	[****]*	[****]*	[****]*
	Nearshore	[****]*	[****]*	[****]*	[****]*	[****]*
Payroll	On shore	[****]*	[****]*	[****]*	[****]*	[****]*
	Offshore	[****]*	[****]*	[****]*	[****]*	[****]*
	Nearshore	[****]*	[****]*	[****]*	[****]*	[****]*
Accounts Receivable	On shore	[****]*	[****]*	[****]*	[****]*	[****]*
	Offshore	[****]*	[****]*	[****]*	[****]*	[****]*
	Nearshore	[****]*	[****]*	[****]*	[****]*	[****]*
General Accounting	On shore	[****]*	[****]*	[****]*	[****]*	[****]*
	Offshore	[****]*	[****]*	[****]*	[****]*	[****]*
	Nearshore	[****]*	[****]*	[****]*	[****]*	[****]*
Inventory Accounting	On shore	[****]*	[****]*	[****]*	[****]*	[****]*
	Offshore	[****]*	[****]*	[****]*	[****]*	[****]*
	Nearshore	[****]*	[****]*	[****]*	[****]*	[****]*
Treasury Transactions	On shore	[****]*	[****]*	[****]*	[****]*	[****]*
	Offshore	[****]*	[****]*	[****]*	[****]*	[****]*
	Nearshore	[****]*	[****]*	[****]*	[****]*	[****]*
Internal Reporting	On shore	[****]*	[****]*	[****]*	[****]*	[****]*
	Offshore	[****]*	[****]*	[****]*	[****]*	[****]*
	Nearshore	[****]*	[****]*	[****]*	[****]*	[****]*
Procurement Enablement	On shore	[****]*	[****]*	[****]*	[****]*	[****]*
	Offshore	[****]*	[****]*	[****]*	[****]*	[****]*
	Nearshore	[****]*	[****]*	[****]*	[****]*	[****]*

Technology and Master Data	On shore	[****]*	[****]*	[****]*	[****]*	[****]*
	Offshore	[****]*	[****]*	[****]*	[****]*	[****]*
	Nearshore	[****]*	[****]*	[****]*	[****]*	[****]*
	Total FTE Per Year	[****]*	[****]*	[****]*	[****]*	[****]*

E) Pass Through Expenses

	Year 1	Year 2	Year 3	Year 4	Year 5
Mailroom & Scanning - Solution to be defined					
Outbound Calls & Call Forwarding - Solution to be defined					
Total Pass Through Cost Per Year	0	0	0	0	0

Total Pass Through Cost Per Year

Baseline Volume:

F) Overall Cost: Total FTE and Pass Through Costs Per year

Year 1	Year 2	Year 3	Year 4	Year 5	
Total On-going + Pass Through Cost Per Year	[****]*	[****]*	[****]*	[****]*	[****]*

G) FTE Increment

Activities:	Volume Per FTE	Unit of Measurement
Accounts Payable	TBD	TBD
Travel & Expense Processing	TBD	TBD
Payroll	TBD	TBD
Accounts Receivable	TBD	TBD
General Accounting	TBD	TBD
Inventory Accounting	TBD	TBD
Treasury Transactions	TBD	TBD
Internal Reporting	TBD	TBD
Procurement Enablement	TBD	TBD
Technology and Master Data	FBD	TBD

H) Annual Volume

Activities:	Annual Volume	Units of Measurement
Accounts Payable	[****]*	Total invoice processing + Trade Payables + invoice payment. TBC during TA/KA
Travel & Expense Processing	[****]*	Touched expense reports. TBC during TA/KA
Payroll	[****]*	Number of employees supported (to be confirmed during TA/KA)
Accounts Receivable	[****]*	Payments Received (excludes other activities such as customer disputes, etc which has to be accounted for in TA/KA)
General Accounting	TBD	TBD
Inventory Accounting	TBD	TBD
Treasury Transactions	TBD	TBD
Internal Reporting	TBD	TBD
Procurement Enablement	[****]*	Number of POs created. TBC during TA/KA
Technology and Master Data	[****]*	VMD requests in [****]* only. TBC during TA/KA

Attachment 4.1.2 - Pricing Tables - Finance Services

[**]* Pricing Exhibit**

A) Annual Productivity Gains

Activities:	Year 1	Year 2	Year 3	Year 4	Year 5
Accounts Payable	[****]*	[****]*	[****]*	[****]*	[****]*
Travel & Expense Processing	[****]*	[****]*	[****]*	[****]*	[****]*
Payroll	[****]*	[****]*	[****]*	[****]*	[****]*
Accounts Receivable	[****]*	[****]*	[****]*	[****]*	[****]*
General Accounting	[****]*	[****]*	[****]*	[****]*	[****]*
Inventory Accounting	[****]*	[****]*	[****]*	[****]*	[****]*
Treasury Transactions	[****]*	[****]*	[****]*	[****]*	[****]*
Internal Reporting	[****]*	[****]*	[****]*	[****]*	[****]*
Procurement Enablement	[****]*	[****]*	[****]*	[****]*	[****]*
Technology and Master Data	[****]*	[****]*	[****]*	[****]*	[****]*

B) Pricing Table - Cost Per Hour FTE

Activities:	On shore	Offshore	Nearshore
Accounts Payable	\$ [****]*	\$ [****]*	\$ [****]*
Travel & Expense Processing	\$ [****]*	\$ [****]*	\$ [****]*
Payroll	\$ [****]*	\$ [****]*	\$ [****]*
Accounts Receivable	\$ [****]*	\$ [****]*	\$ [****]*
General Accounting	\$ [****]*	\$ [****]*	\$ [****]*
Inventory Accounting	\$ [****]*	\$ [****]*	\$ [****]*
Treasury Transactions	\$ [****]*	\$ [****]*	\$ [****]*
Internal Reporting	\$ [****]*	\$ [****]*	\$ [****]*
Procurement Enablement	\$ [****]*	\$ [****]*	\$ [****]*
Technology and Master Data	\$ [****]*	\$ [****]*	\$ [****]*

C) Productive Hours

Productive Hours	[****]*

D) Personnel Projection Matrix (including annual productivity gain)

Activities		Year 1	Year 2	Year 3	Year 4	Year 5
Accounts Payable	On shore	[****]*	[****]*	[****]*	[****]*	[****]*
	Offshore	[****]*	[****]*	[****]*	[****]*	[****]*
	Nearshore	[****]*	[****]*	[****]*	[****]*	[****]*
Travel & Expense Processing	On shore	[****]*	[****]*	[****]*	[****]*	[****]*
	Offshore	[****]*	[****]*	[****]*	[****]*	[****]*
	Nearshore	[****]*	[****]*	[****]*	[****]*	[****]*
Payroll	On shore	[****]*	[****]*	[****]*	[****]*	[****]*
	Offshore	[****]*	[****]*	[****]*	[****]*	[****]*
	Nearshore	[****]*	[****]*	[****]*	[****]*	[****]*
Accounts Receivable	On shore	[****]*	[****]*	[****]*	[****]*	[****]*
	Offshore	[****]*	[****]*	[****]*	[****]*	[****]*
	Nearshore	[****]*	[****]*	[****]*	[****]*	[****]*
General Accounting	On shore	[****]*	[****]*	[****]*	[****]*	[****]*
	Offshore	[****]*	[****]*	[****]*	[****]*	[****]*
	Nearshore	[****]*	[****]*	[****]*	[****]*	[****]*
Inventory Accounting	On shore	[****]*	[****]*	[****]*	[****]*	[****]*
	Offshore	[****]*	[****]*	[****]*	[****]*	[****]*
	Nearshore	[****]*	[****]*	[****]*	[****]*	[****]*
Treasury Transactions	On shore	[****]*	[****]*	[****]*	[****]*	[****]*
	Offshore	[****]*	[****]*	[****]*	[****]*	[****]*
	Nearshore	[****]*	[****]*	[****]*	[****]*	[****]*
Internal Reporting	On shore	[****]*	[****]*	[****]*	[****]*	[****]*
	Offshore	[****]*	[****]*	[****]*	[****]*	[****]*
	Nearshore	[****]*	[****]*	[****]*	[****]*	[****]*
Procurement Enablement	On shore	[****]*	[****]*	[****]*	[****]*	[****]*
	Offshore	[****]*	[****]*	[****]*	[****]*	[****]*
	Nearshore	[****]*	[****]*	[****]*	[****]*	[****]*
Technology and Master Data	On shore	[****]*	[****]*	[****]*	[****]*	[****]*
	Offshore	[****]*	[****]*	[****]*	[****]*	[****]*
	Nearshore	[****]*	[****]*	[****]*	[****]*	[****]*
Total FTE Per Year		[****]*	[****]*	[****]*	[****]*	[****]*

E) Pass Through Expenses

	Year 1	Year 2	Year 3	Year 4	Year 5
Mailroom & Scanning - Solution to be defined					
Outbound Calls & Call Forwarding - Solution to be defined					
Total Pass Through Cost Per Year	0	0	0	0	0

Baseline Volume:

Year 1	Year 2	Year 3	Year 4	Year 5
TBD	TBD	TBD	TBD	TBD
TBD	TBD	TBD	TBD	TBD

F) Overall Cost: Total FTE and Pass Through Costs Per year

	Year 1	Year 2	Year 3	Year 4	Year 5
Total On-going + Pass Through Cost Per Year	[****]*	[****]*	[****]*	[****]*	[****]*

G) FTE Increment

Activities:	Volume Per FTE	Unit of Measurement
Accounts Payable	TBD	TBD
Travel & Expense Processing	TBD	TBD
Payroll	TBD	TBD
Accounts Receivable	TBD	TBD
General Accounting	TBD	TBD
Inventory Accounting	TBD	TBD
Treasury Transactions	TBD	TBD
Internal Reporting	TBD	TBD
Procurement Enablement	TBD	TBD
Technology and Master Data	TBD	TBD

H) Annual Volume

Activities:	Annual Volume	Units of Measurement
Accounts Payable	[****]*	Trade Payable + HSBC Payments + Quattro Pos (annualized). TBC during TA/KA
Travel & Expense Processing	[****]*	Touched expense reports.
Payroll	[****]*	Number of employees supported (to be confirmed during TA/KA)
Accounts Receivable	[****]*	Number of cash applications + AR invoicing. TBC during TA/KA
General Accounting	[****]*	Journals (extrapolated from 5 months data) + Volume from Quattro. TBC during TA/KA
Inventory Accounting	TBD	TBD
Treasury Transactions	TBD	TBD
Internal Reporting	TBD	TBD
Procurement Enablement	TBD	TBD
Technology and Master Data	[****]*	Number of Master Data Requests (Quattro) - TBC during TA/KA

Attachment 4.1.2 - Pricing Tables - Finance Services
Volume Details

A) Accounts Payable

Annualized													
Invoice processing [****]*	P01	P02	P03	P04	P05	P06	P07	P08	P09	P10	P11	P12	TOTAL
[****]* Posted Direct (direct debits, manual payments)	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
[****]* Posted ReadSoft	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
[****]* Rejected	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
[****]* TOTAL	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
[****]* Posted Direct (direct debits, manual payments)	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
[****]* Posted ReadSoft	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
[****]* Posted EDI (Direct Payables Retail LS US only)	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
[****]* Rejected	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
[****]* TOTAL	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
Accounts Payable Quattro (Indirect payables-[****] region)	P01	P02	P03	P04	P05	P06	P07	P08	P09	P10	P11	P12	TOTAL
Non PO invoices													[****]*
PO invoices													[****]*
Count of Invoice Escalated (0-2 days)													[****]*
Count of Invoice Escalated (3-4 days)													[****]*
Count of Invoice Escalated (> 5 days)													[****]*
Accounts Payable Trade payables (Tradex EDI invoices largely- LS&Co Singapore SSC)	P01	P02	P03	P04	P05	P06	P07	P08	P09	P10	P11	P12	TOTAL (per annum, estimate from RFP)
[****]*													[****]*
[****]*													(less Retail Direct EDI processed in [****] separately included in the table above)
[****]*													[****]*
[****]*													[****]*
	P01	P02	P03	P04	P05	P06	P07	P08	P09	P10	P11	P12	TOTAL
[****]*													Included in [****]* AP volumes per reporting pack
[****]*													Included in [****]* AP volumes per reporting pack
[****]*													[****]* (per RFP volumes)
	P01	P02	P03	P04	P05	P06	P07	P08	P09	P10	P11	P12	TOTAL / Simple Ave
Invoice Payment	P01	P02	P03	P04	P05	P06	P07	P08	P09	P10	P11	P12	
[****]* Volume of Payments	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
[****]* Volume of Rejections	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
[****]* Euro ACH	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
[****]* ACH	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
[****]* Int'l Wire	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
[****]* Volume of Payments	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
[****]* Volume of Rejections	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
[****]* Check	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
[****]* ACH	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
[****]* Int'l Wire	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
[****]* Dom Wire	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
Payments AMA-GS2	P01	P02	P03	P04	P05	P06	P07	P08	P09	P10	P11	P12	TOTAL
HSBC Citibank Payments processed								[****]*	[****]*	[****]*	[****]*	[****]*	[****]*

B) Travel & Expense Processing

Total T&E Volumes	P01	P02	P03	P04	P05	P06	P07	P08	P09	P10	P11	P12	Total
-------------------	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-------

Touched	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
Automatic	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*

Touched T&E Reports	P01	P02	P03	P04	P05	P06	P07	P08	P09	P10	P11	P12	Total
[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*

C) Accounts Receivable

Accounts Receivable	P01	P02	P03	P04	P05	P06	P07	P08	P09	P10	P11	P12	TOTAL
[****]* Payments received	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
[****]* Payments auto-cleared	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
[****]* Payments manually cleared	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
[****]* Payment Application Cycle Time	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
[****]* Payments received	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
[****]* Payments auto-cleared	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
[****]* Payments manually cleared	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
[****]* Payment Application Cycle Time	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*

Cash Applications - [****]*	P01	P02	P03	P04	P05	P06	P07	P08	P09	P10	P11	P12	TOTAL
Cash Application								[****]*	[****]*	[****]*	[****]*	[****]*	[****]*

[****]*

Cash Applications - Quattro	P01	P02	P03	P04	P05	P06	P07	P08	P09	P10	P11	P12	TOTAL
No. of Assignments													[****]*
Number of Allocations													[****]*
Assignment & Allocations in F - 28													[****]*
Error Count													[****]*
Number of Dr/Cr memos processed													[****]*

[****]*

Accounts Receivable - Quattro	P01	P02	P03	P04	P05	P06	P07	P08	P09	P10	P11	P12	TOTAL
Accounts Receivable Invoicing													112

[****]*

Accounts Receivable – OTC [****]*	P01	P02	P03	P04	P05	P06	P07	P08	P09	P10	P11	P12	TOTAL
# of customers handled													[****]*
# of customer collections calls & emails													Not available
# of customer disputes handled													[****]* p.a.
# of dunning letters													[****]* per week
# of customer statements generated													[****]* per month
#of customer accounts reconciled													[****]* per week
# of credit review transactions													[****]* per annum

D) General Accounting

GL Process - [****]*	P01	P02	P03	P04	P05	P06	P07	P08	P09	P10	P11	P12	TOTAL
Journals								[****]*	[****]*	[****]*	[****]*	[****]*	[****]*

[****]*

Fixed Assets - Quattro	P01	P02	P03	P04	P05	P06	P07	P08	P09	P10	P11	P12	TOTAL
Acquisition													[****]*
Transfer and Change													[****]*
Retirement													[****]*
Capex													[****]*
Opex													[****]*

[****]*

E) Inventory Accounting

Volume for inventory accounting adjustments is not available

F) Treasury

To be determined during Transition Analysis (TA).

G) Internal Reporting

List of reports, frequency and timelines for each in-scope report for Wipro to be finalized during Transition Analysis.

H) Indirect Procurement

Procurement	P01	P02	P03	P04	P05	P06	P07	P08	P09	P10	P11	P12	TOTAL
[****]* Volume of PO's created	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
[****]* Volume of PO lines created	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
[****]* Volume of PO's created	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
[****]* Volume of PO lines created	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
[****]* PO creation cycle time (days)	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
[****]* PO creation cycle time (days)	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
Catalog Management	Catalogs are currently not used by LS&Co												

I) Technology and Master Data

MDM	P01	P02	P03	P04	P05	P06	P07	P08	P09	P10	P11	P12	TOTAL
[****]* VMD requests	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
[****]* VMD requests	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
[****]* VMD cycle time	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
[****]* VMD cycle time	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*

Master Data - [****]*	P01	P02	P03	P04	P05	P06	P07	P08	P09	P10	P11	P12	TOTAL
Cost Center	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
GL Account	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*

Master Data - Quattro	P01	P02	P03	P04	P05	P06	P07	P08	P09	P10	P11	P12	TOTAL
Customer Master - Creation	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]*
Customer Master - Change	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]*
Customer Master - Second Pass Accuracy	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]*
Bank Master	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]*
Vendor Master - Creation	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]*
Vendor Master - Change	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]*
Employee Master - Creation	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]*
Employee Master - Change	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]*
Internal Order - Creation	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]*
Internal Order - Change	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]	[****]*

MASTER SERVICES AGREEMENT*

BY AND BETWEEN

LEVI STRAUSS & CO.

AND

WIPRO LIMITED

NOVEMBER 7, 2014

**EXHIBIT 4
Pricing Tables**

**Attachment 4.1.3
IT**

* Certain information in this exhibit has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions marked with [****].

Exhibit 4.3- Pricing Tables - Information Technology - Project Work

Global Pricing Exhibit

A) Pricing Table: Cost per Hour per FTE

Technology / Function	Project Work Roles	Level	On shore - [****]*	Offshore	Nearshore			
.NET / Java	Business Analyst	I	[****]	[****]	[****]	[****]	[****]	[****]
.NET / Java	Systems Analyst	I	[****]	[****]	[****]	[****]	[****]	[****]
.NET / Java	Developer	I	[****]	[****]	[****]	[****]	[****]	[****]
.NET / Java	Project Manager	I	[****]	[****]	[****]	[****]	[****]	[****]
.NET / Java	QA Tester	I	[****]	[****]	[****]	[****]	[****]	[****]
.NET / Java	Systems Administrator	I	[****]	[****]	[****]	[****]	[****]	[****]
	Technical Delivery Manager	I	[****]	[****]	[****]	[****]	[****]	[****]
.NET / Java	Technical Support Analyst	I	[****]	[****]	[****]	[****]	[****]	[****]
.NET / Java	Solution/System Architect	N/A	[****]	[****]	[****]	[****]	[****]	[****]
.NET / Java	Technical Lead	I	[****]	[****]	[****]	[****]	[****]	[****]
UI/Human Factors	Systems Analyst	I	[****]	[****]	[****]	[****]	[****]	[****]
	Application Support Analyst	I	[****]	[****]	[****]	[****]	[****]	[****]
SAP - ERP - BO	Business Analyst	I	[****]	[****]	[****]	[****]	[****]	[****]
SAP - ERP - BO	Systems Analyst	I	[****]	[****]	[****]	[****]	[****]	[****]
SAP - ERP - BO	Developer	I	[****]	[****]	[****]	[****]	[****]	[****]
SAP - ERP - BO	Project Manager	I	[****]	[****]	[****]	[****]	[****]	[****]
SAP - ERP - BO	QA Tester	I	[****]	[****]	[****]	[****]	[****]	[****]
SAP - ERP - BO	Systems Administrator	I	[****]	[****]	[****]	[****]	[****]	[****]
	Technical Delivery Manager	I	[****]	[****]	[****]	[****]	[****]	[****]
SAP - ERP - BO	Technical Support Analyst	I	[****]	[****]	[****]	[****]	[****]	[****]
SAP - ERP - BO	Solution/System Architect	N/A	[****]	[****]	[****]	[****]	[****]	[****]
SAP - ERP - BO	Technical Lead	I	[****]	[****]	[****]	[****]	[****]	[****]
SAP - ERP - BW	Application Support Analyst	I	[****]	[****]	[****]	[****]	[****]	[****]
SAP - ERP - BW	Business Analyst	I	[****]	[****]	[****]	[****]	[****]	[****]
SAP - ERP - BW	Systems Analyst	I	[****]	[****]	[****]	[****]	[****]	[****]
SAP - ERP - BW	Developer	I	[****]	[****]	[****]	[****]	[****]	[****]
SAP - ERP - BW	Project Manager	I	[****]	[****]	[****]	[****]	[****]	[****]
SAP - ERP - BW	QA Tester	I	[****]	[****]	[****]	[****]	[****]	[****]
SAP - ERP - BW	Systems Administrator	I	[****]	[****]	[****]	[****]	[****]	[****]
	Technical Delivery Manager	I	[****]	[****]	[****]	[****]	[****]	[****]
SAP - ERP - BW	Technical Support Analyst	I	[****]	[****]	[****]	[****]	[****]	[****]
SAP - ERP - BW	Solution/System Architect	N/A	[****]	[****]	[****]	[****]	[****]	[****]
SAP - ERP - BW	Technical Lead	I	[****]	[****]	[****]	[****]	[****]	[****]
SAP - ERP - FI	Application Support Analyst	I	[****]	[****]	[****]	[****]	[****]	[****]
SAP - ERP - FI	Business Analyst	I	[****]	[****]	[****]	[****]	[****]	[****]
SAP - ERP - FI	Systems Analyst	I	[****]	[****]	[****]	[****]	[****]	[****]
SAP - ERP - FI	Developer	I	[****]	[****]	[****]	[****]	[****]	[****]
SAP - ERP - FI	Project Manager	I	[****]	[****]	[****]	[****]	[****]	[****]
SAP - ERP - FI	QA Tester	I	[****]	[****]	[****]	[****]	[****]	[****]
SAP - ERP - FI	Systems Administrator	I	[****]	[****]	[****]	[****]	[****]	[****]
	Technical Delivery Manager	I	[****]	[****]	[****]	[****]	[****]	[****]
SAP - ERP - FI	Technical Support Analyst	I	[****]	[****]	[****]	[****]	[****]	[****]
SAP - ERP - FI	Solution/System Architect	N/A	[****]	[****]	[****]	[****]	[****]	[****]
SAP - ERP - FI	Technical Lead	I	[****]	[****]	[****]	[****]	[****]	[****]
SAP - ERP - CO	Application Support Analyst	I	[****]	[****]	[****]	[****]	[****]	[****]
SAP - ERP - CO	Business Analyst	I	[****]	[****]	[****]	[****]	[****]	[****]
SAP - ERP - CO	Systems Analyst	I	[****]	[****]	[****]	[****]	[****]	[****]
SAP - ERP - CO	Developer	I	[****]	[****]	[****]	[****]	[****]	[****]
SAP - ERP - CO	Project Manager	I	[****]	[****]	[****]	[****]	[****]	[****]
SAP - ERP - CO	QA Tester	I	[****]	[****]	[****]	[****]	[****]	[****]
SAP - ERP - CO	Systems Administrator	I	[****]	[****]	[****]	[****]	[****]	[****]
	Technical Delivery Manager	I	[****]	[****]	[****]	[****]	[****]	[****]
SAP - ERP - CO	Technical Support Analyst	I	[****]	[****]	[****]	[****]	[****]	[****]
SAP - ERP - CO	Solution/System Architect	N/A	[****]	[****]	[****]	[****]	[****]	[****]
SAP - ERP - CO	Technical Lead	I	[****]	[****]	[****]	[****]	[****]	[****]
SAP - ERP - MM	Application Support Analyst	I	[****]	[****]	[****]	[****]	[****]	[****]
SAP - ERP - MM	Business Analyst	I	[****]	[****]	[****]	[****]	[****]	[****]
SAP - ERP - MM	Systems Analyst	I	[****]	[****]	[****]	[****]	[****]	[****]
SAP - ERP - MM	Developer	I	[****]	[****]	[****]	[****]	[****]	[****]
SAP - ERP - MM	Project Manager	I	[****]	[****]	[****]	[****]	[****]	[****]
SAP - ERP - MM	QA Tester	I	[****]	[****]	[****]	[****]	[****]	[****]
SAP - ERP - MM	Systems Administrator	I	[****]	[****]	[****]	[****]	[****]	[****]
	Technical Delivery Manager	I	[****]	[****]	[****]	[****]	[****]	[****]
SAP - ERP - MM	Technical Support Analyst	I	[****]	[****]	[****]	[****]	[****]	[****]
SAP - ERP - MM	Solution/System Architect	N/A	[****]	[****]	[****]	[****]	[****]	[****]
SAP - ERP - MM	Technical Lead	I	[****]	[****]	[****]	[****]	[****]	[****]
SAP - ERP - SD	Application Support Analyst	I	[****]	[****]	[****]	[****]	[****]	[****]
SAP - ERP - SD	Business Analyst	I	[****]	[****]	[****]	[****]	[****]	[****]

SAP - ERP - SD	Systems Analyst	I	ITP	ITP	ITP	ITP	ITP	ITP
SAP - ERP - SD	Developer	I	ITP	ITP	ITP	ITP	ITP	ITP

SAP - ERP - SD	Project Manager	I						
SAP - ERP - SD	QA Tester	I						
SAP - ERP - SD	Systems Administrator	I						
SAP - ERP - SD	Technical Delivery Manager	I						
SAP - ERP - SD	Technical Support Analyst	I						
SAP - ERP - SD	Solution/System Architect	N/A						
SAP - ERP - SD	Technical Lead	I						
SAP - ERP - FCSM	Application Support Analyst	I						
SAP - ERP - FCSM	Business Analyst	I						
SAP - ERP - FCSM	Systems Analyst	I						
SAP - ERP - FCSM	Developer	I						
SAP - ERP - FCSM	Project Manager	I						
SAP - ERP - FCSM	QA Tester	I						
SAP - ERP - FCSM	Systems Administrator	I						
SAP - ERP - FCSM	Technical Delivery Manager	I						
SAP - ERP - FCSM	Technical Support Analyst	I						
SAP - ERP - FCSM	Solution/System Architect	N/A						
SAP - ERP - FCSM	Technical Lead	I						
SAP - ERP - Retail	Application Support Analyst	I						
SAP - ERP - Retail	Business Analyst	I						
SAP - ERP - Retail	Systems Analyst	I						
SAP - ERP - Retail	Developer	I						
SAP - ERP - Retail	Project Manager	I						
SAP - ERP - Retail	QA Tester	I						
SAP - ERP - Retail	Systems Administrator	I						
SAP - ERP - Retail	Technical Delivery Manager	I						
SAP - ERP - Retail	Technical Support Analyst	I						
SAP - ERP - Retail	Solution/System Architect	N/A						
SAP - ERP - Retail	Technical Lead	I						
SAP - ERP - LEO	Application Support Analyst	I						
SAP - ERP - LEO	Business Analyst	I						
SAP - ERP - LEO	Systems Analyst	I						
SAP - ERP - LEO	Developer	I						
SAP - ERP - LEO	Project Manager	I						
SAP - ERP - LEO	QA Tester	I						
SAP - ERP - LEO	Systems Administrator	I						
SAP - ERP - LEO	Technical Delivery Manager	I						
SAP - ERP - LEO	Technical Support Analyst	I						
SAP - ERP - LEO	Solution/System Architect	N/A						
SAP - ERP - LEO	Technical Lead	I						
SAP - ERP - SFA	Application Support Analyst	I						
SAP - ERP - SFA	Business Analyst	I						
SAP - ERP - SFA	Systems Analyst	I						
SAP - ERP - SFA	Developer	I						
SAP - ERP - SFA	Project Manager	I						
SAP - ERP - SFA	QA Tester	I						
SAP - ERP - SFA	Systems Administrator	I						
SAP - ERP - SFA	Technical Delivery Manager	I						
SAP - ERP - SFA	Technical Support Analyst	I						
SAP - ERP - SFA	Solution/System Architect	N/A						
SAP - ERP - SFA	Technical Lead	I						
SAP - ERP - SFA	Application Support Analyst	I						
SAP - ERP - SFA	Business Analyst	I						
SAP - ERP - SFA	Systems Analyst	I						
SAP - ERP - SFA	Developer	I						
SAP - ERP - SFA	Project Manager	I						
SAP - ERP - SFA	QA Tester	I						
SAP - ERP - SFA	Systems Administrator	I						
SAP - ERP - SFA	Technical Delivery Manager	I						
SAP - ERP - SFA	Technical Support Analyst	I						
SAP - ERP - SFA	Solution/System Architect	N/A						
SAP - ERP - SFA	Technical Lead	I						
SAP - ERP - APO	Application Support Analyst	I						
SAP - ERP - APO	Business Analyst	I						
SAP - ERP - APO	Systems Analyst	I						
SAP - ERP - APO	Developer	I						
SAP - ERP - APO	Project Manager	I						
SAP - ERP - APO	QA Tester	I						
SAP - ERP - APO	Systems Administrator	I						
SAP - ERP - APO	Technical Delivery Manager	I						
SAP - ERP - APO	Technical Support Analyst	I						
SAP - ERP - APO	Solution/System Architect	N/A						
SAP - ERP - APO	Technical Lead	I						
SAP - ERP - APO	Application Support Analyst	I						
SAP - ERP - APO	Business Analyst	I						
SAP - ERP - APO	Systems Analyst	I						
SAP - ERP - APO	Developer	I						
SAP - ERP - APO	Project Manager	I						
SAP - ERP - APO	QA Tester	I						
SAP - ERP - APO	Systems Administrator	I						
SAP - ERP - APO	Technical Delivery Manager	I						
SAP - ERP - APO	Technical Support Analyst	I						
SAP - ERP - APO	Solution/System Architect	N/A						
SAP - ERP - APO	Technical Lead	I						
SAP - ERP - DP	Application Support Analyst	I						
SAP - ERP - DP	Business Analyst	I						
SAP - ERP - DP	Systems Analyst	I						
SAP - ERP - DP	Developer	I						
SAP - ERP - DP	Project Manager	I						
SAP - ERP - DP	QA Tester	I						
SAP - ERP - DP	Systems Administrator	I						
SAP - ERP - DP	Technical Delivery Manager	I						
SAP - ERP - DP	Technical Support Analyst	I						
SAP - ERP - DP	Solution/System Architect	N/A						
SAP - ERP - DP	Technical Lead	I						
SAP - ERP - DP	Application Support Analyst	I						
SAP - ERP - DP	Business Analyst	I						
SAP - ERP - DP	Systems Analyst	I						
SAP - ERP - DP	Developer	I						
SAP - ERP - DP	Project Manager	I						
SAP - ERP - DP	QA Tester	I						
SAP - ERP - Portals, Middleware, App Server, Archive Link, Other	Application Support Analyst	I						
SAP - ERP - Portals, Middleware, App Server, Archive Link, Other	Business Analyst	I						
SAP - ERP - Portals, Middleware, App Server, Archive Link, Other	Systems Analyst	I						
SAP - ERP - Portals, Middleware, App Server, Archive Link, Other	Developer	I						
SAP - ERP - Portals, Middleware, App Server, Archive Link, Other	Project Manager	I						
SAP - ERP - Portals, Middleware, App Server, Archive Link, Other	QA Tester	I						

SAP - ERP - Portals, Middleware, App Server, Archive Link, Other	Systems Administrator	I	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - Portals, Middleware, App Server, Archive Link, Other	Technical Delivery Manager	I	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - Portals, Middleware, App Server, Archive Link, Other	Technical Support Analyst	I	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - Portals, Middleware, App Server, Archive Link, Other	Solution/System Architect	N/A	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - Portals, Middleware, App Server, Archive Link, Other	Technical Lead	I	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - HANA	Application Support Analyst	I	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - HANA	Business Analyst	I	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - HANA	Systems Analyst	I	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - HANA	Developer	I	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - HANA	Project Manager	I	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - HANA	QA Tester	I	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - HANA	Systems Administrator	I	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - HANA	Technical Delivery Manager	I	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - HANA	Technical Support Analyst	I	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - HANA	Solution/System Architect	N/A	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - HANA	Technical Lead	I	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - Hybris	Application Support Analyst	I	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - Hybris	Business Analyst	I	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - Hybris	Systems Analyst	I	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - Hybris	Developer	I	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - Hybris	Project Manager	I	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - Hybris	QA Tester	I	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - Hybris	Systems Administrator	I	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - Hybris	Technical Delivery Manager	I	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - Hybris	Technical Support Analyst	I	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - Hybris	Solution/System Architect	N/A	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - Hybris	Technical Lead	I	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Raymark	Application Support Analyst	I	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Raymark	Business Analyst	I	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Raymark	Systems Analyst	I	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Raymark	Developer	I	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Raymark	Project Manager	I	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Raymark	QA Tester	I	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Raymark	Systems Administrator	I	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Raymark	Technical Delivery Manager	I	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Raymark	Technical Support Analyst	I	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Raymark	Solution/System Architect	N/A	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Raymark	Technical Lead	I	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Visual Basic	Application Support Analyst	I	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Visual Basic	Business Analyst	I	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Visual Basic	Systems Analyst	I	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Visual Basic	Developer	I	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Visual Basic	Project Manager	I	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Visual Basic	QA Tester	I	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Visual Basic	Systems Administrator	I	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Visual Basic	Technical Delivery Manager	I	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Visual Basic	Technical Support Analyst	I	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Visual Basic	Solution/System Architect	N/A	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Visual Basic	Technical Lead	I	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Hyperion / Essbase	Application Support Analyst	I	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Hyperion / Essbase	Business Analyst	I	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Hyperion / Essbase	Systems Analyst	I	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Hyperion / Essbase	Developer	I	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Hyperion / Essbase	Project Manager	I	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Hyperion / Essbase	QA Tester	I	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Hyperion / Essbase	Systems Administrator	I	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Hyperion / Essbase	Technical Delivery Manager	I	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Hyperion / Essbase	Technical Support Analyst	I	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Hyperion / Essbase	Solution/System Architect	N/A	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Hyperion / Essbase	Technical Lead	I	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
RedPrairie	Application Support Analyst	I	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
RedPrairie	Business Analyst	I	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
RedPrairie	Systems Analyst	I	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
RedPrairie	Developer	I	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
RedPrairie	Project Manager	I	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
RedPrairie	QA Tester	I	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
RedPrairie	Systems Administrator	I	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
RedPrairie	Technical Delivery Manager	I	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
RedPrairie	Technical Support Analyst	I	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
RedPrairie	Solution/System Architect	N/A	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
RedPrairie	Technical Lead	I	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
BI (SAS, Teradata etc)	Application Support Analyst	I	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
BI (SAS, Teradata etc)	Business Analyst	I	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
BI (SAS, Teradata etc)	Systems Analyst	I	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
BI (SAS, Teradata etc)	Developer	I	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
BI (SAS, Teradata etc)	Project Manager	I	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
BI (SAS, Teradata etc)	QA Tester	I	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
BI (SAS, Teradata etc)	Systems Administrator	I	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*

BI (SAS, Teradata etc)	Technical Delivery Manager		[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
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BI (SAS, Teradata etc)	Technical Support Analyst	I	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
BI (SAS, Teradata etc)	Solution/System Architect	N/A	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
BI (SAS, Teradata etc)	Technical Lead	I	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
Workday	Application Support Analyst	I	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
Workday	Business Analyst	I	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
Workday	Systems Analyst	I	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
Workday	Developer	I	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
Workday	Project Manager	I	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
Workday	QA Tester	I	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
Workday	Systems Administrator	I	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
Workday	Technical Delivery Manager	I	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
Workday	Technical Support Analyst	I	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
Workday	Solution/System Architect	N/A	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
Workday	Technical Lead	I	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
Infrastructure	Desktop Support Technician / Engineer	I	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
Infrastructure	Technical Support Analyst	I	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
Infrastructure	Infrastructure Engineer	I	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
Infrastructure	Operations Analyst	I	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
Infrastructure	Operations Technician	I	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
Infrastructure	Systems Administrator-Unix/Linux	I	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
Infrastructure	Systems Administrator-Windows	I	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
Infrastructure	Database Administrator-MS SQL Server	I	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
Infrastructure	Database Administrator-Oracle Database	I	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
Infrastructure	Developer/Designer - Sharepoint	I	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
General	Business Analyst	I	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
General	Systems Analyst	I	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
General	Developer	I	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
General	Project Manager	I	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
General	QA Tester	I	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
General	Technical Delivery Manager	I	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
General	Solution/System Architect	N/A	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
General	Technical Lead	I	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
General	Application Support Analyst	I	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
General	SCRUM Master/Agile Coach	I	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
General	Technical Writer	I	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
General	Enterprise Architect	N/A	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
General	Network Architect	N/A	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
General	Security Analyst	I	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
General	Data Modeler	I	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
General	Web Developer	I	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
.NET / Java	Business Analyst	II	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
.NET / Java	Systems Analyst	II	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
.NET / Java	Developer	II	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
.NET / Java	Project Manager	II	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
.NET / Java	QA Tester	II	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
.NET / Java	Systems Administrator	II	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
.NET / Java	Technical Delivery Manager	II	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
.NET / Java	Technical Support Analyst	II	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
.NET / Java	Solution/System Architect	N/A	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
.NET / Java	Technical Lead	II	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
UI/Human Factors	Systems Analyst	II	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - BO	Application Support Analyst	II	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - BO	Business Analyst	II	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - BO	Systems Analyst	II	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - BO	Developer	II	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - BO	Project Manager	II	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - BO	QA Tester	II	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - BO	Systems Administrator	II	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - BO	Technical Delivery Manager	II	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - BO	Technical Support Analyst	II	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - BO	Solution/System Architect	N/A	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - BO	Technical Lead	II	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - BW	Application Support Analyst	II	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - BW	Business Analyst	II	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - BW	Systems Analyst	II	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - BW	Developer	II	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - BW	Project Manager	II	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - BW	QA Tester	II	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - BW	Systems Administrator	II	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - BW	Technical Delivery Manager	II	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - BW	Technical Support Analyst	II	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - BW	Solution/System Architect	N/A	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - BW	Technical Lead	II	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - FI	Application Support Analyst	II	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - FI	Business Analyst	II	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - FI	Systems Analyst	II	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*

SAP - ERP - FI	Developer	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - FI	Project Manager	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - FI	QA Tester	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*

SAP - ERP - FI	Systems Administrator	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - FI	Technical Delivery Manager	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - FI	Technical Support Analyst	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - FI	Solution/System Architect	N/A	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - FI	Technical Lead	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - CO	Application Support Analyst	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - CO	Business Analyst	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - CO	Systems Analyst	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - CO	Developer	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - CO	Project Manager	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - CO	QA Tester	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - CO	Systems Administrator	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - CO	Technical Delivery Manager	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - CO	Technical Support Analyst	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - CO	Solution/System Architect	N/A	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - CO	Technical Lead	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - MM	Application Support Analyst	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - MM	Business Analyst	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - MM	Systems Analyst	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - MM	Developer	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - MM	Project Manager	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - MM	QA Tester	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - MM	Systems Administrator	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - MM	Technical Delivery Manager	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - MM	Technical Support Analyst	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - MM	Solution/System Architect	N/A	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - MM	Technical Lead	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - SD	Application Support Analyst	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - SD	Business Analyst	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - SD	Systems Analyst	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - SD	Developer	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - SD	Project Manager	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - SD	QA Tester	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - SD	Systems Administrator	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - SD	Technical Delivery Manager	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - SD	Technical Support Analyst	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - SD	Solution/System Architect	N/A	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - SD	Technical Lead	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - FCSM	Application Support Analyst	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - FCSM	Business Analyst	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - FCSM	Systems Analyst	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - FCSM	Developer	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - FCSM	Project Manager	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - FCSM	QA Tester	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - FCSM	Systems Administrator	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - FCSM	Technical Delivery Manager	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - FCSM	Technical Support Analyst	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - FCSM	Solution/System Architect	N/A	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - FCSM	Technical Lead	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - Retail	Application Support Analyst	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - Retail	Business Analyst	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - Retail	Systems Analyst	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - Retail	Developer	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - Retail	Project Manager	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - Retail	QA Tester	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - Retail	Systems Administrator	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - Retail	Technical Delivery Manager	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - Retail	Technical Support Analyst	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - Retail	Solution/System Architect	N/A	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - Retail	Technical Lead	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - LEO	Application Support Analyst	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - LEO	Business Analyst	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - LEO	Systems Analyst	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - LEO	Developer	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - LEO	Project Manager	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - LEO	QA Tester	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - LEO	Systems Administrator	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - LEO	Technical Delivery Manager	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - LEO	Technical Support Analyst	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - LEO	Solution/System Architect	N/A	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - LEO	Technical Lead	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - SFA	Application Support Analyst	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - SFA	Business Analyst	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - SFA	Systems Analyst	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - SFA	Developer	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - SFA	Project Manager	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - SFA	QA Tester	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - SFA	Systems Administrator	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*

SAP - ERP - SFA	Technical Support Analyst	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - SFA	Solution/System Architect	N/A	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - SFA	Technical Lead	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - APO	Application Support Analyst	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - APO	Business Analyst	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - APO	Systems Analyst	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - APO	Developer	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - APO	Project Manager	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - APO	QA Tester	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - APO	Systems Administrator	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - APO	Technical Delivery Manager	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - APO	Technical Support Analyst	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - APO	Solution/System Architect	N/A	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - APO	Technical Lead	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - DP	Application Support Analyst	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - DP	Business Analyst	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - DP	Systems Analyst	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - DP	Developer	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - DP	Project Manager	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - DP	QA Tester	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - DP	Systems Administrator	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - DP	Technical Delivery Manager	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - DP	Technical Support Analyst	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - DP	Solution/System Architect	N/A	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - DP	Technical Lead	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - Portals, Middleware, App Server, Archive Link, Other	Application Support Analyst	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - Portals, Middleware, App Server, Archive Link, Other	Business Analyst	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - Portals, Middleware, App Server, Archive Link, Other	Systems Analyst	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - Portals, Middleware, App Server, Archive Link, Other	Developer	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - Portals, Middleware, App Server, Archive Link, Other	Project Manager	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - Portals, Middleware, App Server, Archive Link, Other	QA Tester	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - Portals, Middleware, App Server, Archive Link, Other	Systems Administrator	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - Portals, Middleware, App Server, Archive Link, Other	Technical Delivery Manager	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - Portals, Middleware, App Server, Archive Link, Other	Technical Support Analyst	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - Portals, Middleware, App Server, Archive Link, Other	Solution/System Architect	N/A	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - Portals, Middleware, App Server, Archive Link, Other	Technical Lead	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - HANA	Application Support Analyst	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - HANA	Business Analyst	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - HANA	Systems Analyst	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - HANA	Developer	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - HANA	Project Manager	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - HANA	QA Tester	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - HANA	Systems Administrator	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - HANA	Technical Delivery Manager	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - HANA	Technical Support Analyst	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - HANA	Solution/System Architect	N/A	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - HANA	Technical Lead	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - Hybris	Application Support Analyst	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - Hybris	Business Analyst	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - Hybris	Systems Analyst	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - Hybris	Developer	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - Hybris	Project Manager	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - Hybris	QA Tester	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - Hybris	Systems Administrator	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - Hybris	Technical Delivery Manager	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - Hybris	Technical Support Analyst	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - Hybris	Solution/System Architect	N/A	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - Hybris	Technical Lead	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Raymark	Application Support Analyst	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Raymark	Business Analyst	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Raymark	Systems Analyst	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Raymark	Developer	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Raymark	Project Manager	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Raymark	QA Tester	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Raymark	Systems Administrator	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Raymark	Technical Delivery Manager	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Raymark	Technical Support Analyst	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Raymark	Solution/System Architect	N/A	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Raymark	Technical Lead	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Visual Basic	Application Support Analyst	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Visual Basic	Business Analyst	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Visual Basic	Systems Analyst	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Visual Basic	Developer	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Visual Basic	Project Manager	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Visual Basic	QA Tester	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Visual Basic	Systems Administrator	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Visual Basic	Technical Delivery Manager	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Visual Basic	Technical Support Analyst	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*

Visual Basic	Solution/System Architect	N/A	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
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Visual Basic	Technical Lead	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Hyperion / Essbase	Application Support Analyst	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Hyperion / Essbase	Business Analyst	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Hyperion / Essbase	Systems Analyst	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Hyperion / Essbase	Developer	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Hyperion / Essbase	Project Manager	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Hyperion / Essbase	QA Tester	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Hyperion / Essbase	Systems Administrator	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Hyperion / Essbase	Technical Delivery Manager	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Hyperion / Essbase	Technical Support Analyst	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Hyperion / Essbase	Solution/System Architect	N/A	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Hyperion / Essbase	Technical Lead	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
RedPrairie	Application Support Analyst	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
RedPrairie	Business Analyst	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
RedPrairie	Systems Analyst	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
RedPrairie	Developer	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
RedPrairie	Project Manager	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
RedPrairie	QA Tester	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
RedPrairie	Systems Administrator	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
RedPrairie	Technical Delivery Manager	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
RedPrairie	Technical Support Analyst	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
RedPrairie	Solution/System Architect	N/A	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
RedPrairie	Technical Lead	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
BI (SAS, Teradata etc)	Application Support Analyst	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
BI (SAS, Teradata etc)	Business Analyst	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
BI (SAS, Teradata etc)	Systems Analyst	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
BI (SAS, Teradata etc)	Developer	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
BI (SAS, Teradata etc)	Project Manager	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
BI (SAS, Teradata etc)	QA Tester	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
BI (SAS, Teradata etc)	Systems Administrator	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
BI (SAS, Teradata etc)	Technical Delivery Manager	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
BI (SAS, Teradata etc)	Technical Support Analyst	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
BI (SAS, Teradata etc)	Solution/System Architect	N/A	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
BI (SAS, Teradata etc)	Technical Lead	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Workday	Application Support Analyst	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Workday	Business Analyst	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Workday	Systems Analyst	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Workday	Developer	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Workday	Project Manager	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Workday	QA Tester	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Workday	Systems Administrator	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Workday	Technical Delivery Manager	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Workday	Technical Support Analyst	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Workday	Solution/System Architect	N/A	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Workday	Technical Lead	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Infrastructure	Desktop Support Technician / Engineer	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Infrastructure	Technical Support Analyst	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Infrastructure	Infrastructure Engineer	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Infrastructure	Operations Analyst	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Infrastructure	Operations Technician	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Infrastructure	Systems Administrator-Unix/Linux	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Infrastructure	Systems Administrator-Windows	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Infrastructure	Database Administrator-MS SQL Server	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Infrastructure	Database Administrator-Oracle Database	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Infrastructure	Developer/Designer - Sharepoint	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
General	Business Analyst	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
General	Systems Analyst	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
General	Developer	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
General	Project Manager	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
General	QA Tester	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
General	Technical Delivery Manager	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
General	Solution/System Architect	N/A	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
General	Technical Lead	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
General	Application Support Analyst	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
General	SCRUM Master/Agile Coach	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
General	Technical Writer	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
General	Enterprise Architect	N/A	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
General	Network Architect	N/A	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
General	Security Analyst	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
General	Data Modeler	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
General	Web Developer	II	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
.NET / Java	Business Analyst	III	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
.NET / Java	Systems Analyst	III	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
.NET / Java	Developer	III	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
.NET / Java	Project Manager	III	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
.NET / Java	QA Tester	III	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*

.NET / Java	Systems Administrator	III	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
.NET / Java	Technical Delivery Manager	III	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
.NET / Java	Technical Support Analyst	III	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*

SAP - ERP - FCSM	Solution/System Architect	N/A	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
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Infrastructure	Operations Analyst	III	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
Infrastructure	Operations Technician	III	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
Infrastructure	Systems Administrator-Unix/Linux	III	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
Infrastructure	Systems Administrator-Windows	III	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
Infrastructure	Database Administrator-MS SQL Server	III	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
Infrastructure	Database Administrator-Oracle Database	III	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
Infrastructure	Developer/Designer - Sharepoint	III	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
General	Business Analyst	III	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
General	Systems Analyst	III	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
General	Developer	III	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
General	Project Manager	III	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
General	QA Tester	III	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
General	Technical Delivery Manager	III	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
General	Solution/System Architect	N/A	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
General	Technical Lead	III	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
General	Application Support Analyst	III	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
General	SCRUM Master/Agile Coach	III	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
General	Technical Writer	III	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
General	Enterprise Architect	N/A	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
General	Network Architect	N/A	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
General	Security Analyst	III	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
General	Data Modeler	III	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
.NET / Java	Web Developer	III	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
.NET / Java	Business Analyst	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
.NET / Java	Systems Analyst	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
.NET / Java	Developer	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
.NET / Java	Project Manager	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
.NET / Java	QA Tester	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
.NET / Java	Systems Administrator	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
.NET / Java	Technical Delivery Manager	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
.NET / Java	Technical Support Analyst	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
.NET / Java	Solution/System Architect	N/A	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
.NET / Java	Technical Lead	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
UI/Human Factors	Systems Analyst	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - BO	Application Support Analyst	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - BO	Business Analyst	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - BO	Systems Analyst	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - BO	Developer	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - BO	Project Manager	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - BO	QA Tester	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - BO	Systems Administrator	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - BO	Technical Delivery Manager	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - BO	Technical Support Analyst	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - BO	Solution/System Architect	N/A	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - BO	Technical Lead	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - BW	Application Support Analyst	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - BW	Business Analyst	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - BW	Systems Analyst	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - BW	Developer	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - BW	Project Manager	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - BW	QA Tester	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - BW	Systems Administrator	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - BW	Technical Delivery Manager	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - BW	Technical Support Analyst	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - BW	Solution/System Architect	N/A	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - BW	Technical Lead	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - FI	Application Support Analyst	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - FI	Business Analyst	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - FI	Systems Analyst	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - FI	Developer	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - FI	Project Manager	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - FI	QA Tester	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - FI	Systems Administrator	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - FI	Technical Delivery Manager	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - FI	Technical Support Analyst	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - FI	Solution/System Architect	N/A	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - FI	Technical Lead	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - FI	Technical Support Analyst	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - CO	Application Support Analyst	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - CO	Business Analyst	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - CO	Systems Analyst	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - CO	Developer	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - CO	Project Manager	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - CO	QA Tester	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - CO	Systems Administrator	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - CO	Technical Delivery Manager	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - CO	Technical Support Analyst	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - CO	Technical Support Analyst	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*

SAP - ERP - CO	Solution/System Architect	N/A	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - CO	Technical Lead	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - MM	Application Support Analyst	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*

SAP - Hybris	Business Analyst	III	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - Hybris	Systems Analyst	III	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - Hybris	Developer	III	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - Hybris	Project Manager	III	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - Hybris	QA Tester	III	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - Hybris	Systems Administrator	III	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - Hybris	Technical Delivery Manager	III	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - Hybris	Technical Support Analyst	III	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - Hybris	Solution/System Architect	N/A	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - Hybris	Technical Lead	III	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
Raymark	Application Support Analyst	III	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
Raymark	Business Analyst	III	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
Raymark	Systems Analyst	III	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
Raymark	Developer	III	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
Raymark	Project Manager	III	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
Raymark	QA Tester	III	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
Raymark	Systems Administrator	III	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
Raymark	Technical Delivery Manager	III	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
Raymark	Technical Support Analyst	III	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
Raymark	Solution/System Architect	N/A	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
Raymark	Technical Lead	III	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
Visual Basic	Application Support Analyst	III	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
Visual Basic	Business Analyst	III	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
Visual Basic	Systems Analyst	III	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
Visual Basic	Developer	III	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
Visual Basic	Project Manager	III	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
Visual Basic	QA Tester	III	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
Visual Basic	Systems Administrator	III	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
Visual Basic	Technical Delivery Manager	III	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
Visual Basic	Technical Support Analyst	III	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
Visual Basic	Solution/System Architect	N/A	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
Visual Basic	Technical Lead	III	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
Hyperion / Essbase	Application Support Analyst	III	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
Hyperion / Essbase	Business Analyst	III	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
Hyperion / Essbase	Systems Analyst	III	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
Hyperion / Essbase	Developer	III	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
Hyperion / Essbase	Project Manager	III	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
Hyperion / Essbase	QA Tester	III	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
Hyperion / Essbase	Systems Administrator	III	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
Hyperion / Essbase	Technical Delivery Manager	III	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
Hyperion / Essbase	Technical Support Analyst	III	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
Hyperion / Essbase	Solution/System Architect	N/A	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
Hyperion / Essbase	Technical Lead	III	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
RedPrairie	Application Support Analyst	III	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
RedPrairie	Business Analyst	III	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
RedPrairie	Systems Analyst	III	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
RedPrairie	Developer	III	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
RedPrairie	Project Manager	III	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
RedPrairie	QA Tester	III	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
RedPrairie	Systems Administrator	III	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
RedPrairie	Technical Delivery Manager	III	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
RedPrairie	Technical Support Analyst	III	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
RedPrairie	Solution/System Architect	N/A	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
RedPrairie	Technical Lead	III	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
BI (SAS, Teradata etc)	Application Support Analyst	III	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
BI (SAS, Teradata etc)	Business Analyst	III	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
BI (SAS, Teradata etc)	Systems Analyst	III	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
BI (SAS, Teradata etc)	Developer	III	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
BI (SAS, Teradata etc)	Project Manager	III	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
BI (SAS, Teradata etc)	QA Tester	III	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
BI (SAS, Teradata etc)	Systems Administrator	III	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
BI (SAS, Teradata etc)	Technical Delivery Manager	III	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
BI (SAS, Teradata etc)	Technical Support Analyst	III	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
BI (SAS, Teradata etc)	Solution/System Architect	N/A	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
BI (SAS, Teradata etc)	Technical Lead	III	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
Workday	Application Support Analyst	III	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
Workday	Business Analyst	III	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
Workday	Systems Analyst	III	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
Workday	Developer	III	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
Workday	Project Manager	III	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
Workday	QA Tester	III	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
Workday	Systems Administrator	III	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
Workday	Technical Delivery Manager	III	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
Workday	Technical Support Analyst	III	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
Workday	Solution/System Architect	N/A	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
Workday	Technical Lead	III	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
Workday	Desktop Support Technician / Engineer	III	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
Infrastructure								

Infrastructure	Technical Support Analyst	III	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
Infrastructure	Infrastructure Engineer	III	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*

SAP - ERP - MM	Business Analyst	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - MM	Systems Analyst	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - MM	Developer	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - MM	Project Manager	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - MM	QA Tester	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - MM	Systems Administrator	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - MM	Technical Delivery Manager	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - MM	Technical Support Analyst	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - MM	Solution/System Architect	N/A	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - MM	Technical Lead	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - SD	Application Support Analyst	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - SD	Business Analyst	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - SD	Systems Analyst	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - SD	Developer	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - SD	Project Manager	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - SD	QA Tester	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - SD	Systems Administrator	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - SD	Technical Delivery Manager	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - SD	Technical Support Analyst	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - SD	Solution/System Architect	N/A	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - SD	Technical Lead	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - FCSM	Application Support Analyst	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - FCSM	Business Analyst	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - FCSM	Systems Analyst	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - FCSM	Developer	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - FCSM	Project Manager	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - FCSM	QA Tester	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - FCSM	Systems Administrator	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - FCSM	Technical Delivery Manager	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - FCSM	Technical Support Analyst	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - FCSM	Solution/System Architect	N/A	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - FCSM	Technical Lead	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - Retail	Application Support Analyst	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - Retail	Business Analyst	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - Retail	Systems Analyst	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - Retail	Developer	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - Retail	Project Manager	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - Retail	QA Tester	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - Retail	Solution/System Architect	N/A	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - Retail	Technical Lead	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - LEO	Application Support Analyst	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - LEO	Business Analyst	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - LEO	Systems Analyst	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - LEO	Developer	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - LEO	Project Manager	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - LEO	QA Tester	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - LEO	Systems Administrator	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - LEO	Technical Delivery Manager	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - LEO	Technical Support Analyst	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - LEO	Solution/System Architect	N/A	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - LEO	Technical Lead	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - SFA	Application Support Analyst	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - SFA	Business Analyst	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - SFA	Systems Analyst	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - SFA	Developer	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - SFA	Project Manager	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - SFA	QA Tester	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - SFA	Systems Administrator	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - SFA	Technical Delivery Manager	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - SFA	Technical Support Analyst	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - SFA	Solution/System Architect	N/A	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - SFA	Technical Lead	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - APO	Application Support Analyst	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - APO	Business Analyst	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - APO	Systems Analyst	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - APO	Developer	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - APO	Project Manager	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - APO	QA Tester	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - APO	Systems Administrator	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - APO	Technical Delivery Manager	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - APO	Technical Support Analyst	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - APO	Solution/System Architect	N/A	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - APO	Technical Lead	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - APO	Application Support Analyst	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - APO	Business Analyst	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - APO	Systems Analyst	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - APO	Developer	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - APO	Project Manager	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - APO	QA Tester	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - APO	Systems Administrator	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - APO	Technical Delivery Manager	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - APO	Technical Support Analyst	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - APO	Solution/System Architect	N/A	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - APO	Technical Lead	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - DP	Application Support Analyst	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - DP	Business Analyst	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*

SAP - ERP - DP	Developer	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - DP	Project Manager	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - DP	QA Tester	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - DP	Systems Administrator	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - DP	Technical Delivery Manager	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - DP	Technical Support Analyst	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - DP	Solution/System Architect	N/A	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - DP	Technical Lead	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - Portals, Middleware, App Server, Archive Link, Other	Application Support Analyst	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - Portals, Middleware, App Server, Archive Link, Other	Business Analyst	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - Portals, Middleware, App Server, Archive Link, Other	Systems Analyst	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - Portals, Middleware, App Server, Archive Link, Other	Developer	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - Portals, Middleware, App Server, Archive Link, Other	Project Manager	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - Portals, Middleware, App Server, Archive Link, Other	QA Tester	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - Portals, Middleware, App Server, Archive Link, Other	Systems Administrator	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - Portals, Middleware, App Server, Archive Link, Other	Technical Delivery Manager	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - Portals, Middleware, App Server, Archive Link, Other	Technical Support Analyst	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - Portals, Middleware, App Server, Archive Link, Other	Solution/System Architect	N/A	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - Portals, Middleware, App Server, Archive Link, Other	Technical Lead	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - HANA	Application Support Analyst	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - HANA	Business Analyst	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - HANA	Systems Analyst	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - HANA	Developer	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - HANA	Project Manager	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - HANA	QA Tester	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - HANA	Systems Administrator	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - HANA	Technical Delivery Manager	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - HANA	Technical Support Analyst	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - HANA	Solution/System Architect	N/A	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - HANA	Technical Lead	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - Hybris	Application Support Analyst	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - Hybris	Business Analyst	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - Hybris	Systems Analyst	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - Hybris	Developer	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - Hybris	Project Manager	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - Hybris	QA Tester	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - Hybris	Systems Administrator	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - Hybris	Technical Delivery Manager	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - Hybris	Technical Support Analyst	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - Hybris	Solution/System Architect	N/A	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - Hybris	Technical Lead	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
Raymark	Application Support Analyst	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
Raymark	Business Analyst	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
Raymark	Systems Analyst	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
Raymark	Developer	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
Raymark	Project Manager	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
Raymark	QA Tester	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
Raymark	Systems Administrator	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
Raymark	Technical Delivery Manager	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
Raymark	Technical Support Analyst	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
Raymark	Solution/System Architect	N/A	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
Raymark	Technical Lead	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
Visual Basic	Application Support Analyst	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
Visual Basic	Business Analyst	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
Visual Basic	Systems Analyst	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
Visual Basic	Developer	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
Visual Basic	Project Manager	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
Visual Basic	QA Tester	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
Visual Basic	Systems Administrator	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
Visual Basic	Technical Delivery Manager	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
Visual Basic	Technical Support Analyst	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
Visual Basic	Solution/System Architect	N/A	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
Visual Basic	Technical Lead	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
Hyperion / Essbase	Application Support Analyst	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
Hyperion / Essbase	Business Analyst	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
Hyperion / Essbase	Systems Analyst	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
Hyperion / Essbase	Developer	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
Hyperion / Essbase	Project Manager	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
Hyperion / Essbase	QA Tester	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
Hyperion / Essbase	Systems Administrator	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
Hyperion / Essbase	Technical Delivery Manager	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
Hyperion / Essbase	Technical Support Analyst	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
Hyperion / Essbase	Solution/System Architect	N/A	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
Hyperion / Essbase	Technical Lead	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
RedPrairie	Application Support Analyst	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
RedPrairie	Business Analyst	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
RedPrairie	Systems Analyst	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
RedPrairie	Developer	IV	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*

RedPrairie	QA Tester	IV	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
RedPrairie	Systems Administrator	IV	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
RedPrairie	Technical Delivery Manager	IV	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
RedPrairie	Technical Support Analyst	IV	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
RedPrairie	Solution/System Architect	N/A	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
RedPrairie	Technical Lead	IV	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
BI (SAS, Teradata etc)	Application Support Analyst	IV	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
BI (SAS, Teradata etc)	Business Analyst	IV	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
BI (SAS, Teradata etc)	Systems Analyst	IV	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
BI (SAS, Teradata etc)	Developer	IV	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
BI (SAS, Teradata etc)	Project Manager	IV	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
BI (SAS, Teradata etc)	QA Tester	IV	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
BI (SAS, Teradata etc)	Systems Administrator	IV	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
BI (SAS, Teradata etc)	Technical Delivery Manager	IV	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
BI (SAS, Teradata etc)	Technical Support Analyst	IV	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
BI (SAS, Teradata etc)	Solution/System Architect	N/A	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
BI (SAS, Teradata etc)	Technical Lead	IV	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Workday	Application Support Analyst	IV	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Workday	Business Analyst	IV	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Workday	Systems Analyst	IV	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Workday	Developer	IV	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Workday	Project Manager	IV	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Workday	QA Tester	IV	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Workday	Systems Administrator	IV	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Workday	Technical Delivery Manager	IV	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Workday	Technical Support Analyst	IV	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Workday	Solution/System Architect	N/A	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Workday	Technical Lead	IV	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Infrastructure	Desktop Support Technician / Engineer	IV	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Infrastructure	Technical Support Analyst	IV	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Infrastructure	Infrastructure Engineer	IV	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Infrastructure	Operations Analyst	IV	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Infrastructure	Operations Technician	IV	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Infrastructure	Systems Administrator-Unix/Linux	IV	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Infrastructure	Systems Administrator-Windows	IV	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Infrastructure	Database Administrator-MS SQL Server	IV	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Infrastructure	Database Administrator-Oracle Database	IV	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Infrastructure	Developer/Designer - Sharepoint	IV	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
General	Business Analyst	IV	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
General	Systems Analyst	IV	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
General	Developer	IV	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
General	Project Manager	IV	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
General	QA Tester	IV	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
General	Technical Delivery Manager	IV	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
General	Solution/System Architect	N/A	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
General	Technical Lead	IV	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
General	Application Support Analyst	IV	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
General	SCRUM Master/Agile Coach	IV	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
General	Technical Writer	IV	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
General	Enterprise Architect	N/A	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
General	Network Architect	N/A	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
General	Security Analyst	IV	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
General	Data Modeler	IV	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
General	Web Developer	IV	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
.NET / Java	Business Analyst	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
.NET / Java	Systems Analyst	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
.NET / Java	Developer	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
.NET / Java	Project Manager	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
.NET / Java	QA Tester	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
.NET / Java	Systems Administrator	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
.NET / Java	Technical Delivery Manager	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
.NET / Java	Technical Support Analyst	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
.NET / Java	Solution/System Architect	N/A	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
.NET / Java	Technical Lead	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
UI/Human Factors	Systems Analyst	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - BO	Application Support Analyst	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - BO	Business Analyst	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - BO	Systems Analyst	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - BO	Developer	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - BO	Project Manager	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - BO	QA Tester	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - BO	Systems Administrator	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - BO	Technical Delivery Manager	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - BO	Technical Support Analyst	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - BO	Solution/System Architect	N/A	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - BO	Technical Lead	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - BO	Application Support Analyst	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - BO	Business Analyst	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - BO	Systems Analyst	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - BO	Developer	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - BO	Project Manager	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - BO	QA Tester	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - BO	Systems Administrator	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - BO	Technical Delivery Manager	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - BO	Technical Support Analyst	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - BO	Solution/System Architect	N/A	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - BO	Technical Lead	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*

SAP - ERP - BW	Application Support Analyst	V	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - BW	Business Analyst	V	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - BW	Systems Analyst	V	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*

SAP - ERP - BW	Developer	V	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - BW	Project Manager	V	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - BW	QA Tester	V	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - BW	Systems Administrator	V	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - BW	Technical Delivery Manager	V	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - BW	Technical Support Analyst	V	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - BW	Solution/System Architect	N/A	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - BW	Technical Lead	V	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - FI	Application Support Analyst	V	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - FI	Business Analyst	V	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - FI	Systems Analyst	V	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - FI	Developer	V	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - FI	Project Manager	V	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - FI	QA Tester	V	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - FI	Systems Administrator	V	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - FI	Technical Delivery Manager	V	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - FI	Technical Support Analyst	V	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - FI	Solution/System Architect	N/A	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - FI	Technical Lead	V	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - CO	Application Support Analyst	V	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - CO	Business Analyst	V	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - CO	Systems Analyst	V	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - CO	Developer	V	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - CO	Project Manager	V	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - CO	QA Tester	V	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - CO	Systems Administrator	V	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - CO	Technical Delivery Manager	V	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - CO	Technical Support Analyst	V	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - CO	Solution/System Architect	N/A	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - CO	Technical Lead	V	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - MM	Application Support Analyst	V	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - MM	Business Analyst	V	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - MM	Systems Analyst	V	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - MM	Developer	V	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - MM	Project Manager	V	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - MM	QA Tester	V	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - MM	Systems Administrator	V	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - MM	Technical Delivery Manager	V	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - MM	Technical Support Analyst	V	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - MM	Solution/System Architect	N/A	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - MM	Technical Lead	V	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - SD	Application Support Analyst	V	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - SD	Business Analyst	V	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - SD	Systems Analyst	V	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - SD	Developer	V	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - SD	Project Manager	V	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - SD	QA Tester	V	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - SD	Systems Administrator	V	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - SD	Technical Delivery Manager	V	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - SD	Technical Support Analyst	V	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - SD	Solution/System Architect	N/A	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - SD	Technical Lead	V	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - SD	Application Support Analyst	V	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - FCSM	Business Analyst	V	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - FCSM	Systems Analyst	V	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - FCSM	Developer	V	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - FCSM	Project Manager	V	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - FCSM	QA Tester	V	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - FCSM	Systems Administrator	V	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - FCSM	Technical Delivery Manager	V	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - FCSM	Technical Support Analyst	V	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - FCSM	Solution/System Architect	N/A	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - FCSM	Technical Lead	V	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - Retail	Application Support Analyst	V	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - Retail	Business Analyst	V	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - Retail	Systems Analyst	V	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - Retail	Developer	V	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - Retail	Project Manager	V	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - Retail	QA Tester	V	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - Retail	Systems Administrator	V	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - Retail	Technical Delivery Manager	V	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - Retail	Technical Support Analyst	V	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - Retail	Solution/System Architect	N/A	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - Retail	Technical Lead	V	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - LEO	Application Support Analyst	V	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - LEO	Business Analyst	V	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - LEO	Systems Analyst	V	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
SAP - ERP - LEO	Developer	V	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*

SAP - ERP - LEO	QA Tester	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - LEO	Systems Administrator	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - LEO	Technical Delivery Manager	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - LEO	Technical Support Analyst	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - LEO	Solution/System Architect	N/A	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - LEO	Technical Lead	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - SFA	Application Support Analyst	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - SFA	Business Analyst	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - SFA	Systems Analyst	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - SFA	Developer	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - SFA	Project Manager	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - SFA	QA Tester	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - SFA	Systems Administrator	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - SFA	Technical Delivery Manager	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - SFA	Technical Support Analyst	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - SFA	Solution/System Architect	N/A	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - SFA	Technical Lead	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - APO	Application Support Analyst	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - APO	Business Analyst	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - APO	Systems Analyst	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - APO	Developer	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - APO	Project Manager	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - APO	QA Tester	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - APO	Systems Administrator	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - APO	Technical Delivery Manager	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - APO	Technical Support Analyst	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - APO	Solution/System Architect	N/A	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - APO	Technical Lead	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - DP	Application Support Analyst	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - DP	Business Analyst	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - DP	Systems Analyst	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - DP	Developer	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - DP	Project Manager	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - DP	QA Tester	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - DP	Systems Administrator	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - DP	Technical Delivery Manager	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - DP	Technical Support Analyst	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - DP	Solution/System Architect	N/A	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - DP	Technical Lead	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - Portals, Middleware, App Server, Archive Link, Other	Application Support Analyst	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - Portals, Middleware, App Server, Archive Link, Other	Business Analyst	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - Portals, Middleware, App Server, Archive Link, Other	Systems Analyst	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - Portals, Middleware, App Server, Archive Link, Other	Developer	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - Portals, Middleware, App Server, Archive Link, Other	Project Manager	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - Portals, Middleware, App Server, Archive Link, Other	QA Tester	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - Portals, Middleware, App Server, Archive Link, Other	Systems Administrator	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - Portals, Middleware, App Server, Archive Link, Other	Technical Delivery Manager	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - Portals, Middleware, App Server, Archive Link, Other	Technical Support Analyst	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - ERP - Portals, Middleware, App Server, Archive Link, Other	Technical Lead	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - HANA	Application Support Analyst	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - HANA	Business Analyst	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - HANA	Systems Analyst	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - HANA	Developer	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - HANA	Project Manager	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - HANA	QA Tester	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - HANA	Systems Administrator	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - HANA	Technical Delivery Manager	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - HANA	Technical Support Analyst	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - HANA	Solution/System Architect	N/A	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - HANA	Technical Lead	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - Hybris	Application Support Analyst	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - Hybris	Business Analyst	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - Hybris	Systems Analyst	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - Hybris	Developer	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - Hybris	Project Manager	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - Hybris	QA Tester	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - Hybris	Systems Administrator	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - Hybris	Technical Delivery Manager	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - Hybris	Technical Support Analyst	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - Hybris	Solution/System Architect	N/A	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
SAP - Hybris	Technical Lead	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Raymark	Application Support Analyst	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Raymark	Business Analyst	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Raymark	Systems Analyst	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Raymark	Developer	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Raymark	Project Manager	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Raymark	QA Tester	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*

Raymark	Systems Administrator	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
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Raymark	Technical Delivery Manager	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Raymark	Technical Support Analyst	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Raymark	Solution/System Architect	N/A	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Raymark	Technical Lead	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Visual Basic	Application Support Analyst	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Visual Basic	Business Analyst	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Visual Basic	Systems Analyst	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Visual Basic	Developer	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Visual Basic	Project Manager	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Visual Basic	QA Tester	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Visual Basic	Systems Administrator	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Visual Basic	Technical Delivery Manager	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Visual Basic	Technical Support Analyst	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Visual Basic	Solution/System Architect	N/A	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Visual Basic	Technical Lead	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Hyperion / Essbase	Application Support Analyst	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Hyperion / Essbase	Business Analyst	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Hyperion / Essbase	Systems Analyst	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Hyperion / Essbase	Developer	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Hyperion / Essbase	Project Manager	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Hyperion / Essbase	QA Tester	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Hyperion / Essbase	Systems Administrator	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Hyperion / Essbase	Technical Delivery Manager	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Hyperion / Essbase	Technical Support Analyst	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Hyperion / Essbase	Solution/System Architect	N/A	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Hyperion / Essbase	Technical Lead	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Hyperion / Essbase	Application Support Analyst	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Hyperion / Essbase	Business Analyst	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Hyperion / Essbase	Systems Analyst	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Hyperion / Essbase	Developer	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Hyperion / Essbase	Project Manager	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Hyperion / Essbase	QA Tester	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Hyperion / Essbase	Systems Administrator	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Hyperion / Essbase	Technical Delivery Manager	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Hyperion / Essbase	Technical Support Analyst	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Hyperion / Essbase	Solution/System Architect	N/A	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Hyperion / Essbase	Technical Lead	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
RedPrairie	Application Support Analyst	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
RedPrairie	Business Analyst	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
RedPrairie	Systems Analyst	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
RedPrairie	Developer	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
RedPrairie	Project Manager	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
RedPrairie	QA Tester	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
RedPrairie	Systems Administrator	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
RedPrairie	Technical Delivery Manager	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
RedPrairie	Technical Support Analyst	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
RedPrairie	Solution/System Architect	N/A	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
RedPrairie	Technical Lead	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
BI (SAS, Teradata etc)	Application Support Analyst	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
BI (SAS, Teradata etc)	Business Analyst	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
BI (SAS, Teradata etc)	Systems Analyst	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
BI (SAS, Teradata etc)	Developer	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
BI (SAS, Teradata etc)	Project Manager	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
BI (SAS, Teradata etc)	QA Tester	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
BI (SAS, Teradata etc)	Systems Administrator	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
BI (SAS, Teradata etc)	Technical Delivery Manager	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
BI (SAS, Teradata etc)	Technical Support Analyst	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
BI (SAS, Teradata etc)	Solution/System Architect	N/A	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
BI (SAS, Teradata etc)	Technical Lead	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Workday	Application Support Analyst	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Workday	Business Analyst	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Workday	Systems Analyst	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Workday	Developer	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Workday	Project Manager	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Workday	QA Tester	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Workday	Systems Administrator	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Workday	Technical Delivery Manager	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Workday	Technical Support Analyst	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Workday	Solution/System Architect	N/A	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Workday	Technical Lead	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Infrastructure	Desktop Support Technician / Engineer	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Infrastructure	Technical Support Analyst	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Infrastructure	Infrastructure Engineer	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Infrastructure	Operations Analyst	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Infrastructure	Operations Technician	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Infrastructure	Systems Administrator-Unix/Linux	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Infrastructure	Systems Administrator-Windows	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Infrastructure	Database Administrator-MS SQL Server	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Infrastructure	Database Administrator-Oracle Database	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
Infrastructure	Developer/Designer - Sharepoint	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
General	Business Analyst	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
General	Systems Analyst	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
General	Developer	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
General	Project Manager	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
General	QA Tester	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
General	Technical Delivery Manager	V	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*
General	Solution/System Architect	N/A	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*

General	Technical Lead	V	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
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General	Solution/System Architect	N/A	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
General	Technical Lead	V	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
General	Application Support Analyst	V	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
General	SCRUM Master/Agile Coach	V	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
General	Technical Writer	V	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
General	Enterprise Architect	N/A	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
General	Network Architect	N/A	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
General	Security Analyst	V	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
General	Data Modeler	V	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
General	Web Developer	V	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*

B) Pass Through Expenses

	Baseline Volume:				
	Year 1	Year 2	Year 3	Year 4	Year 5
	N/A	N/A	N/A	N/A	N/A

C) Overall Cost: Total FTE and Pass Through Costs Per year

Total Ongoing + Pass Through Cost Per Year

	Year 1	Year 2	Year 3	Year 4	Year 5
	N/A	N/A	N/A	N/A	N/A

D) Annual Volume

Activities:	Annual Volume	Unit of Measurement
	N/A	N/A

Exhibit 4.3- Pricing Tables - Information Technology - Testing COE

Global Pricing Exhibit

A) Annual Productivity Gains

Activities:	Year 1	Year 2	Year 3	Year 4	Year 5
Testing CoE	0%	0%	0%	0%	0%

B) Pricing Table - Cost Per Hour FTE

Activities:	On shore	Offshore	Nearshore
Testing CoE	[****]*	[****]*	[****]*

C) Productive Hours

Productive Hours - Onshore	[****]*
Productive Hours - Offshore	[****]*

D) Personnel Project Matrix (including annual productivity gain)

Activities		Year 1	Year 2	Year 3	Year 4	Year 5
Testing CoE	On shore	[****]*	[****]*	[****]*	[****]*	[****]*
	Offshore	[****]*	[****]*	[****]*	[****]*	[****]*
	Nearshore	[****]*	[****]*	[****]*	[****]*	[****]*
Total FTE Per Year						
		[****]*	[****]*	[****]*	[****]*	[****]*

E) Pass Through Expenses

Total Pass Through Cost Per Year \$ — \$ — \$ — \$ — \$ — \$

F) Overall Cost: Total FTE and Pass Through Costs Per year

Total On-going + Pass Through Cost Per Year	Year 1	Year 2	Year 3	Year 4	Year 5
[****]*	[****]*	[****]*	[****]*	[****]*	[****]*

G) FTE Increment

Activities:	Volume Per FTE	Unit of Measurement
Testing CoE	TBD	Hours of testing

H) Annual Volume

Activities:	Annual Volume	Unit of Measurement
Testing COE	TBD	Hours of testing

Exhibit 4.3- Pricing Tables - Information Technology - Support Maintenance

Global Pricing Exhibit

A) Annual Productivity Gains

Activities:	Year 1	Year 2	Year 3	Year 4	Year 5
SAP	[****]*	[****]*	[****]*	[****]*	[****]*
eCommerce	[****]*	[****]*	[****]*	[****]*	[****]*
Retail	[****]*	[****]*	[****]*	[****]*	[****]*
Wholesale	[****]*	[****]*	[****]*	[****]*	[****]*
Global Supply Chain	[****]*	[****]*	[****]*	[****]*	[****]*
Corp & BI	[****]*	[****]*	[****]*	[****]*	[****]*

B) Pricing Table - Cost Per Hour FTE

Activities:	On shore	Offshore	Nearshore
SAP	[****]*	[****]*	[****]*
eCommerce	[****]*	[****]*	[****]*
Retail	[****]*	[****]*	[****]*
Wholesale	[****]*	[****]*	[****]*
Global Supply Chain	[****]*	[****]*	[****]*
Corp & BI	[****]*	[****]*	[****]*

C) Productive Hours

Productive Hours - On shore	[****]*
Productive Hours - Offshore	[****]*
Productive Hours - Nearshore	[****]*

D) Personnel Projection Matrix (including annual productivity gain)

Activities		Year 1	Year 2	Year 3	Year 4	Year 5
SAP	On shore	[****]*	[****]*	[****]*	[****]*	[****]*
	Offshore	[****]*	[****]*	[****]*	[****]*	[****]*
	Nearshore	[****]*	[****]*	[****]*	[****]*	[****]*
eCommerce	On shore	[****]*	[****]*	[****]*	[****]*	[****]*
	Offshore	[****]*	[****]*	[****]*	[****]*	[****]*
	Nearshore	[****]*	[****]*	[****]*	[****]*	[****]*
Retail	On shore	[****]*	[****]*	[****]*	[****]*	[****]*
	Offshore	[****]*	[****]*	[****]*	[****]*	[****]*
	Nearshore	[****]*	[****]*	[****]*	[****]*	[****]*
Wholesale	On shore	[****]*	[****]*	[****]*	[****]*	[****]*
	Offshore	[****]*	[****]*	[****]*	[****]*	[****]*
	Nearshore	[****]*	[****]*	[****]*	[****]*	[****]*
Global Supply Chain	On shore	[****]*	[****]*	[****]*	[****]*	[****]*
	Offshore	[****]*	[****]*	[****]*	[****]*	[****]*
	Nearshore	[****]*	[****]*	[****]*	[****]*	[****]*
Corp & BI	On shore	[****]*	[****]*	[****]*	[****]*	[****]*
	Offshore	[****]*	[****]*	[****]*	[****]*	[****]*
	Nearshore	[****]*	[****]*	[****]*	[****]*	[****]*
Total FTE Per Year	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*

E) Pass Through Expenses

	Year 1	Year 2	Year 3	Year 4	Year 5

Baseline Volume:

Year 1	Year 2	Year 3	Year 4	Year 5

--	--	--	--	--	--

--	--	--	--	--

Total Pass Through Cost Per Year \$ - \$ - \$ - \$ - \$ -

F) Overall Cost: Total FTE and Pass Through Costs Per year

	Year 1	Year 2	Year 3	Year 4	Year 5
Total On-going + Pass Through Cost Per Year	[****]*	[****]*	[****]*	[****]*	[****]*

G) FTE Increment

Activities:	Volume Per FTE	Unit of Measurement	Volume Per FTE	Unit of Measurement
SAP	N/A	N/A	N/A	N/A
eCommerce	TBD	Service Requests	TBD	Incidents
Retail	TBD	Service Requests	TBD	Incidents
Wholesale	TBD	Service Requests	TBD	Incidents
Global Supply Chain	TBD	Service Requests	TBD	Incidents
Corp & BI	TBD	Service Requests	TBD	Incidents

H) Annual Volume

Activities:	Annual Volume	Unit of Measurement	Annual Volume	Unit of Measurement
SAP GRC	N/A	N/A	N/A	N/A
eCommerce	[****]*	Service Requests	1,620	Incidents
Retail	[****]*	Service Requests	2,436	Incidents
Wholesale	[****]*	Service Requests	204	Incidents
Global Supply Chain	[****]*	Service Requests	14,700	Incidents
Corp & BI	[****]*	Service Requests	5,724	Incidents

Exhibit 4.3- Pricing Tables - Information Technology - Infrastructure

Global Pricing Exhibit

A) Annual Productivity Gains

Activities:	Year 1	Year 2	Year 3	Year 4	Year 5
Corporate & Retail Service Desk Operations	[****]*	[****]*	[****]*	[****]*	[****]*
Network Management - Network Operations Center (NOC)	[****]*	[****]*	[****]*	[****]*	[****]*
Server / Storage Operations - Systems Operations Center (SOC)	[****]*	[****]*	[****]*	[****]*	[****]*
Corporate Desktop Support	[****]*	[****]*	[****]*	[****]*	[****]*

B) Pricing Table - Cost Per Hour FTE

C) Productive Hours

D) Personnel Projection Matrix (including annual productivity gain)

Corporate Deskside Support	[****]*		[****]*	[****]*	[****]*	[****]*	[****]*
Corporate Deskside Support	[****]*		[****]*	[****]*	[****]*	[****]*	[****]*
Corporate Deskside Support	[****]*		[****]*	[****]*	[****]*	[****]*	[****]*
Corporate Deskside Support	[****]*		[****]*	[****]*	[****]*	[****]*	[****]*
Corporate Deskside Support	[****]*		[****]*	[****]*	[****]*	[****]*	[****]*
Corporate Deskside Support	[****]*		[****]*	[****]*	[****]*	[****]*	[****]*
Corporate Deskside Support	[****]*		[****]*	[****]*	[****]*	[****]*	[****]*
Corporate Deskside Support	[****]*		[****]*	[****]*	[****]*	[****]*	[****]*
Corporate Deskside Support	[****]*		[****]*	[****]*	[****]*	[****]*	[****]*
Corporate Deskside Support	[****]*		[****]*	[****]*	[****]*	[****]*	[****]*
Total FTE Per Year	[****]*		[****]*	[****]*	[****]*	[****]*	[****]*

E) Pass Through Expenses

Baseline Volume:

Total Pass Through Cost Per Year

F) Overall Cost: Total FTE and Pass Through Costs Per year

Total On-going + Pass Through Cost Per Year	Year 1	Year 2	Year 3	Year 4	Year 5
[*****]*	[*****]*	[*****]*	[*****]*	[*****]*	[*****]*

G) FTE Increment

Activities:			Unit of Measurement	Volume Per FTE
Network Management - Network Operations Center (NOC)	Switches	TBD	Units	
Network Management - Network Operations Center (NOC)	Routers	TBD	Units	
Network Management - Network Operations Center (NOC)	Wireless Controllers	TBD	Units	
Network Management - Network Operations Center (NOC)	Cisco WaaS/SilverPeak	TBD	Units	
Network Management - Network Operations Center (NOC)	Analog lines	TBD	Lines	
Network Management - Network Operations Center (NOC)	Polycom	TBD	Units	
Network Management - Network Operations Center (NOC)	Ip Phone	TBD	Units	
Corporate Deskside Support		TBD	TBD	

	Element		Volume Per FTE	Unit of Measurement	
Server / Storage Operations - Systems Operations Center (SOC)	Windows		TBD	Instances	
Server / Storage Operations - Systems Operations Center (SOC)	Linux		TBD	Instances	
Server / Storage Operations - Systems Operations Center (SOC)	Unix		TBD	Instances	
Server / Storage Operations - Systems Operations Center (SOC)	SAN Storage		TBD	Arrays	
Server / Storage Operations - Systems Operations Center (SOC)	Backup Capacity		TBD	No. of servers being backed up/month	
Server / Storage Operations - Systems Operations Center (SOC)	Web (IIS / Apache)		TBD	Sites	
Server / Storage Operations - Systems Operations Center (SOC)	New Jobs scheduling		TBD	New jobs/month	
Server / Storage Operations - Systems Operations Center (SOC)	SQL Instances		TBD	Installations	
Server / Storage Operations - Systems Operations Center (SOC)	Oracle Instances		TBD	Instances	
Server / Storage Operations - Systems Operations Center (SOC)	Batch Jobs		TBD	Job executions	
Server / Storage Operations - Systems Operations Center (SOC)	Batch Job Failure Rate		TBD	Job executions failure	
Server / Storage Operations - Systems Operations Center (SOC)	Web (WebSphere/Web logic)		TBD	Web Logic & WebSphere instance	
Server / Storage Operations - Systems Operations Center (SOC)	MaX DB Instances		TBD	Instances	
Server / Storage Operations - Systems Operations Center (SOC)	Teradata Instances		TBD	Instances	

	Delivery Location	Language	Volume Per FTE	Unit of Measurement	
Corporate & Retail Service Desk Operations	Mexico	Brazilian Portuguese	TBD	No. of Users	
Corporate & Retail Service Desk Operations	Mexico	Latin Spanish	TBD	No. of Users	
Corporate & Retail Service Desk Operations	Pune	English	TBD	No. of Users	
Corporate & Retail Service Desk Operations	Romania	Dutch	TBD	No. of Users	
Corporate & Retail Service Desk Operations	Romania	French	TBD	No. of Users	
Corporate & Retail Service Desk Operations	Romania	German	TBD	No. of Users	
Corporate & Retail Service Desk Operations	Romania	Italian	TBD	No. of Users	
Corporate & Retail Service Desk Operations	Romania	Polish	TBD	No. of Users	
Corporate & Retail Service Desk Operations	Romania	Portuguese	TBD	No. of Users	
Corporate & Retail Service Desk Operations	Romania	Spanish	TBD	No. of Users	
Corporate & Retail Service Desk Operations	Romania	Turkish	TBD	No. of Users	
Corporate & Retail Service Desk Operations	Romania	Russian	TBD	No. of Users	
Corporate & Retail Service Desk Operations	Romania	Czech	TBD	No. of Users	
Corporate & Retail Service Desk Operations	Shanghai	Bahasa	TBD	No. of Users	
Corporate & Retail Service Desk Operations	Shanghai	Japanese	TBD	No. of Users	
Corporate & Retail Service Desk Operations	Shanghai	Korean	TBD	No. of Users	
Corporate & Retail Service Desk Operations	Shanghai	Mandarin / Simplified Chinese	TBD	No. of Users	
Corporate & Retail Service Desk Operations	Shanghai	Tagalog	TBD	No. of Users	

H) Annual Volume

Activities:	Element	Annual Volume	Unit of Measurement	
Network Management - Network Operations Center (NOC)	Switches	[****]*	Units	
Network Management - Network Operations Center (NOC)	Routers	[****]*	Units	
Network Management - Network Operations Center (NOC)	Wireless Controllers	[****]*	Units	
Network Management - Network Operations Center (NOC)	Cisco WaaS/SilverPeak	[****]*	Units	
Network Management - Network Operations Center (NOC)	Analog lines	[****]*	Lines	
Network Management - Network Operations Center (NOC)	Polycom	[****]*	Units	
Network Management - Network Operations Center (NOC)	Ip Phone	[****]*	Units	
Corporate Deskside Support		TBD	TBD	

Server / Storage Operations - Systems Operations Center (SOC)	Windows	[****]*	Instances	
Server / Storage Operations - Systems Operations Center (SOC)	Linux	[****]*	Instances	
Server / Storage Operations - Systems Operations Center (SOC)	Unix	[****]*	Instances	
Server / Storage Operations - Systems Operations Center (SOC)	SAN Storage	[****]*	Arrays	
Server / Storage Operations - Systems Operations Center (SOC)	Backup Capacity	[****]*	No. of servers being backed up/month	
Server / Storage Operations - Systems Operations Center (SOC)	Web (IIS / Apache)	[****]*	Sites	
Server / Storage Operations - Systems Operations Center (SOC)	New Jobs scheduling	[****]*	New jobs/month	
Server / Storage Operations - Systems Operations Center (SOC)	SQL Instances	[****]*	Installations	
Server / Storage Operations - Systems Operations Center (SOC)	Oracle Instances	[****]*	Instances	
Server / Storage Operations - Systems Operations Center (SOC)	Batch Jobs	[****]*	Job executions	
Server / Storage Operations - Systems Operations Center (SOC)	Batch Job Failure Rate	[****]*	Job executions failure	
Server / Storage Operations - Systems Operations Center (SOC)	Web (WebSphere/Web logic)	[****]*	Web Logic & WebSphere instance	
Server / Storage Operations - Systems Operations Center (SOC)	Max DB Instances	[****]*	Instances	
Server / Storage Operations - Systems Operations Center (SOC)	Teradata Instances	[****]*	Instances	

Delivery Location	Language			
Corporate & Retail Service Desk Operations	Mexico	Brazilian Portuguese	[****]*	No. of Users
Corporate & Retail Service Desk Operations	Mexico	Latin Spanish	[****]*	No. of Users
Corporate & Retail Service Desk Operations	Pune	English	[****]*	No. of Users
Corporate & Retail Service Desk Operations	Romania	Dutch	[****]*	No. of Users
Corporate & Retail Service Desk Operations	Romania	French	[****]*	No. of Users
Corporate & Retail Service Desk Operations	Romania	German	[****]*	No. of Users
Corporate & Retail Service Desk Operations	Romania	Italian	[****]*	No. of Users
Corporate & Retail Service Desk Operations	Romania	Polish	[****]*	No. of Users
Corporate & Retail Service Desk Operations	Romania	Portuguese	[****]*	No. of Users
Corporate & Retail Service Desk Operations	Romania	Spanish	[****]*	No. of Users
Corporate & Retail Service Desk Operations	Romania	Turkish	[****]*	No. of Users
Corporate & Retail Service Desk Operations	Romania	Russian	[****]*	No. of Users
Corporate & Retail Service Desk Operations	Romania	Czech	[****]*	No. of Users
Corporate & Retail Service Desk Operations	Shanghai	Bahasa	[****]*	No. of Users
Corporate & Retail Service Desk Operations	Shanghai	Japanese	[****]*	No. of Users
Corporate & Retail Service Desk Operations	Shanghai	Korean	[****]*	No. of Users
Corporate & Retail Service Desk Operations	Shanghai	Mandarin / Simplified Chinese	[****]*	No. of Users
Corporate & Retail Service Desk Operations	Shanghai	Tagalog	[****]*	No. of Users

Exhibit 4.3- Pricing Tables - Information Technology - Infrastructure Retail

Global Pricing Exhibit

A) Pricing Table: Cost per store

B) Pass Through Expenses

Baseline
Volume:

Year 1	Year 2	Year 3	Year 4	Year 5

Year 1	Year 2	Year 3	Year 4	Year 5

Total Pass Through Cost Per Year \$ - \$ - \$ - \$ -

C) Overall Cost: Total FTE and Pass Through Costs Per year

Total On-going + Pass Through Cost Per Year	Year 1	Year 2	Year 3	Year 4	Year 5
[****]*	[****]*	[****]*	[****]*	[****]*	[****]*

D) Annual Volume

	[****]*	[****]*	[****]*	Store Open, Close, Remodel	Total	Total +10%
Break Fix	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
IMAC	[****]*	[****]*	[****]*		[****]*	[****]*
DSS	[****]*	[****]*	[****]*		[****]*	[****]*
Store Opening	[****]*	[****]*	[****]*		[****]*	[****]*
					[****]*	[****]*

MASTER SERVICES AGREEMENT *

By and Between

Levi Strauss & Co.

And

Wipro Limited

November 7, 2014

**Exhibit 4
Pricing Tables**

**Attachment 4.1.4
Customer Services**

* Certain information in this exhibit has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions marked with [****]*.

Exhibit 4.1.4 - Pricing Tables - Customer Service

[****]* Pricing Exhibit

A) Annual Productivity Gains

Activities:	Year 1	Year 2	Year 3	Year 4	Year 5
Order Management	["**"]	["**"]	["**"]	["**"]	["**"]
Preliminary Order Processing (POP)	["**"]	["**"]	["**"]	["**"]	["**"]
Dispute Management	["**"]	["**"]	["**"]	["**"]	["**"]
Returns	["**"]	["**"]	["**"]	["**"]	["**"]
Reporting	["**"]	["**"]	["**"]	["**"]	["**"]
Other Customer Services Activities	["**"]	["**"]	["**"]	["**"]	["**"]

B) Pricing Table - Cost Per Hour FTE

Activities:	On shore	Offshore	Nearshore
Order Management	["***"]	["***"]	["***"]
Preliminary Order Processing (POP)	["***"]	["***"]	["***"]
Dispute Management	["***"]	["***"]	["***"]
Returns	["***"]	["***"]	["***"]
Reporting	["***"]	["***"]	["***"]
Other Customer Services Activities	["***"]	["***"]	["***"]

C) Productive Hours

Productive Hours [****]*

D) Personnel Projection Matrix (including annual productivity gain)

E) Pass Through Expenses

F) Overall Cost: Total FTE and Pass Through Costs Per year

Total On-going + Pass Through Cost Per Year	Year 1	Year 2	Year 3	Year 4	Year 5
["**"]	["**"]	["**"]	["**"]	["**"]	["**"]

G) FTE Increment

Activities:	Volume Per FTE	Unit of Measurement
Order Management	TBD	TBD
Preliminary Order Processing (POP)	TBD	TBD
Dispute Management	TBD	TBD
Returns	TBD	TBD
Reporting	TBD	TBD
Other Customer Services Activities	TBD	TBD

H) Annual Volume

Activities:	Annual Volume	Units of Measurement
Order Management	["**"]	["**"]
Preliminary Order Processing (POP)	TBD	TBD
Dispute Management	TBD	TBD
Returns	TBD	TBD
Reporting	TBD	TBD
Other Customer Services Activities	TBD	TBD

Exhibit 4.1.4 - Pricing Tables - Customer Service

[****]* Pricing Exhibit

A) Annual Productivity Gains

Activities:	Year 1	Year 2	Year 3	Year 4	Year 5
Order Management	["***"]	["***"]	["***"]	["***"]	["***"]
Preliminary Order Processing (POP)	["***"]	["***"]	["***"]	["***"]	["***"]
Dispute Management	["***"]	["***"]	["***"]	["***"]	["***"]
Returns	["***"]	["***"]	["***"]	["***"]	["***"]
Reporting	["***"]	["***"]	["***"]	["***"]	["***"]
Other Customer Services Activities	["***"]	["***"]	["***"]	["***"]	["***"]

B) Pricing Table - Cost Per Hour FTE

Activities:	On shore	Offshore	Nearshore
Order Management	["***"]	["***"]	["***"]
Preliminary Order Processing (POP)	["***"]	["***"]	["***"]
Dispute Management	["***"]	["***"]	["***"]
Returns	["***"]	["***"]	["***"]
Reporting	["***"]	["***"]	["***"]
Other Customer Services Activities	["***"]	["***"]	["***"]

C) Productive Hours

Productive Hours

D) Personnel Projection Matrix (including annual productivity gain)

Activities		Year 1	Year 2	Year 3	Year 4	Year 5
Order Management	On shore	██████	██████	██████	██████	██████
	Offshore	██████	██████	██████	██████	██████
	Nearshore	██████	██████	██████	██████	██████
Preliminary Order Processing (POP)	On shore	██████	██████	██████	██████	██████
	Offshore	██████	██████	██████	██████	██████
	Nearshore	██████	██████	██████	██████	██████
Dispute Management	On shore	██████	██████	██████	██████	██████
	Offshore	██████	██████	██████	██████	██████
	Nearshore	██████	██████	██████	██████	██████
Returns	On shore	██████	██████	██████	██████	██████
	Offshore	██████	██████	██████	██████	██████
	Nearshore	██████	██████	██████	██████	██████
Reporting	On shore	██████	██████	██████	██████	██████
	Offshore	██████	██████	██████	██████	██████
	Nearshore	██████	██████	██████	██████	██████
Other Customer Services Activities	On shore	██████	██████	██████	██████	██████
	Offshore	██████	██████	██████	██████	██████
	Nearshore	██████	██████	██████	██████	██████
Total FTE Per Year		██████	██████	██████	██████	██████

E) Pass Through Expenses

Total Pass Through Cost Per Year \$ — \$ — \$ — \$ — \$ — \$ — \$ — \$

F) Overall Cost: Total FTE and Pass Through Costs Per year

	Year 1	Year 2	Year 3	Year 4	Year 5
Total On-going + Pass Through Cost Per Year	[****]	[****]	[****]	[****]	[****]

G) FTE Increment

Activities:	Volume Per FTE	Unit of Measurement
Order Management	TBD	TBD
Preliminary Order Processing (POP)	TBD	TBD
Dispute Management	TBD	TBD
Returns	TBD	TBD
Reporting	TBD	TBD
Other Customer Services Activities	TBD	TBD

H) Annual Volume

Activities:	Annual Volume	Units of Measurement
Order Management	[****]	Orders including "at once" and "pre-book" orders ; TBC during TA/KA
Preliminary Order Processing (POP)	TBD	TBD
Dispute Management	TBD	TBD
Returns	[****]	Returns
Reporting	TBD	TBD
Other Customer Services Activities	TBD	TBD

Exhibit 4.1.4 - Pricing Tables - Customer Service

[***]* Pricing Exhibit

A) Annual Productivity Gains

Activities:	Year 1	Year 2	Year 3	Year 4	Year 5
Order Management	["***"]	["***"]	["***"]	["***"]	["***"]
Preliminary Order Processing (POP)	["***"]	["***"]	["***"]	["***"]	["***"]
Dispute Management	["***"]	["***"]	["***"]	["***"]	["***"]
Returns	["***"]	["***"]	["***"]	["***"]	["***"]
Reporting	["***"]	["***"]	["***"]	["***"]	["***"]
Other Customer Services Activities	["***"]	["***"]	["***"]	["***"]	["***"]

B) Pricing Table - Cost Per Hour FTE

Activities:	On shore	Offshore	Nearshore
Order Management	["**"]	["**"]	["**"]
Preliminary Order Processing (POP)	["**"]	["**"]	["**"]
Dispute Management	["**"]	["**"]	["**"]
Returns	["**"]	["**"]	["**"]
Reporting	["**"]	["**"]	["**"]
Other Customer Services Activities	["**"]	["**"]	["**"]

C) Productive Hours

Productive Hours

D) Personnel Projection Matrix (including annual productivity gain)

Activities		Year 1	Year 2	Year 3	Year 4	Year 5
Order Management	On shore	██████	██████	██████	██████	██████
	Offshore	██████	██████	██████	██████	██████
	Nearshore	██████	██████	██████	██████	██████
Preliminary Order Processing (POP)	On shore	██████	██████	██████	██████	██████
	Offshore	██████	██████	██████	██████	██████
	Nearshore	██████	██████	██████	██████	██████
Dispute Management	On shore	██████	██████	██████	██████	██████
	Offshore	██████	██████	██████	██████	██████
	Nearshore	██████	██████	██████	██████	██████
Returns	On shore	██████	██████	██████	██████	██████
	Offshore	██████	██████	██████	██████	██████
	Nearshore	██████	██████	██████	██████	██████
Reporting	On shore	██████	██████	██████	██████	██████
	Offshore	██████	██████	██████	██████	██████
	Nearshore	██████	██████	██████	██████	██████
Other Customer Services Activities	On shore	██████	██████	██████	██████	██████
	Offshore	██████	██████	██████	██████	██████
	Nearshore	██████	██████	██████	██████	██████
Total FTE Per Year		██████	██████	██████	██████	██████

E) Pass Through Expenses

Total Pass Through Cost Per Year \$ — \$ — \$ — \$ — \$ — \$ — \$

F) Overall Cost: Total FTE and Pass Through Costs Per year

Total On-going + Pass Through Cost Per Year	Year 1	Year 2	Year 3	Year 4	Year 5
	[****]	[****]	[****]	[****]	[****]

G) FTE Increment

Activities:	Volume Per FTE	Unit of Measurement
Order Management	TBD	TBD
Preliminary Order Processing (POP)	TBD	TBD
Dispute Management	TBD	TBD
Returns	TBD	TBD
Reporting	TBD	TBD
Other Customer Services Activities	TBD	TBD

H) Annual Volume

Activities:	Annual Volume	Unit of Measurement
Order Management	[****]	Orders (EDI & Manual)
Preliminary Order Processing (POP)	TBD	TBD
Dispute Management	TBD	TBD
Returns	[****]	Returns
Reporting	TBD	TBD
Other Customer Services Activities	TBD	TBD

Exhibit 4.1.4 - Pricing Tables - Customer Service

Volume Details

A) [**]***

Below are sales document count and split of manual orders, volumes are only for [****]* region it doesn't include [****]* and [****]* volumes

Month	Total Ordered Units - Manual Orders		Manual Sales Docs Count		Month	Total Ordered Units - Manual Orders		Manual Sales Docs Count	
	2013	2014	2013	2014		2013	2014	2013	2014
Jan	[****]*	[****]*	[****]*	[****]*	Jan	[****]*	[****]*	[****]*	[****]*
Feb	[****]*	[****]*	[****]*	[****]*	Feb	[****]*	[****]*	[****]*	[****]*
Mar	[****]*	[****]*	[****]*	[****]*	Mar	[****]*	[****]*	[****]*	[****]*
Apr	[****]*	[****]*	[****]*	[****]*	Apr	[****]*	[****]*	[****]*	[****]*
May	[****]*	[****]*	[****]*	[****]*	May	[****]*	[****]*	[****]*	[****]*
Jun	[****]*	[****]*	[****]*	[****]*	Jun	[****]*	[****]*	[****]*	[****]*
Jul	[****]*	[****]*	[****]*	[****]*	Jul	[****]*	[****]*	[****]*	[****]*
Aug	[****]*	[****]*	[****]*	[****]*	Aug	[****]*	[****]*	[****]*	[****]*
Sep	[****]*	[****]*	[****]*	[****]*	Sep	[****]*	[****]*	[****]*	[****]*
Oct	[****]*	[****]*	[****]*	[****]*	Oct	[****]*	[****]*	[****]*	[****]*
Nov	[****]*	[****]*	[****]*	[****]*	Nov	[****]*	[****]*	[****]*	[****]*
Dec	[****]*	[****]*	[****]*	[****]*	Dec	[****]*	[****]*	[****]*	[****]*
Total	[****]*	[****]*	[****]*	[****]*	Total	[****]*	[****]*	[****]*	[****]*

B) [**]***

Orders volumes are for the time window NOV, 28, 2013 - OCT, 14, 2014 (for detailed split by order type please refer to attached spreadsheet)

Return Orders are for the time window NOV, 28, 2013 - Sep,30, 2014

Credit note volumes are [****]* a year, this may be subject to increase once all customer claims are entered via dispute tool in alignment with [****]* process. Split by region is not available

Sales Doc / Orders	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	Total:
At Once Orders:	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
Pre Book Orders	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
Totals	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*

Returns	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	Total:
Returns Count	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*

C) [**]* (FY 2013)**

Below are sales documents volumes (FY2013) for [****]* regions all countries

Sales Order Type	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
Standard Orders	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
Contracts	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
Free Goods/Samples	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*

Returns	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
Grand Total	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*

Sales Order Type	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
Standard Orders	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
Contracts	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
Free Goods/Samples	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
Returns	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*
Grand Total	[****]*	[****]*	[****]*	[****]*	[****]*	[****]*

MASTER SERVICES AGREEMENT*

BY AND BETWEEN

LEVI STRAUSS & CO.

AND

WIPRO LIMITED

NOVEMBER 7, 2014

**EXHIBIT 4
Pricing Tables**

**Attachment 4.1.5
Consumer Relations**

* Certain information in this exhibit has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions marked with [****]*.

CONFIDENTIAL TREATMENT REQUESTED - REDACTED COPY

Exhibit 4.1.5 - Pricing Tables - Consumer Relations

[*****]* Pricing Exhibit

A) Annual Productivity Gains

Activities:	Year 1	Year 2	Year 3	Year 4	Year 5
Contact Handling & Resolution	[****]*	[****]*	[****]*	[****]*	[****]*

B) Pricing Table - Cost Per Hour FTE

Activities:	On shore	Offshore	Nearshore
Contact Handling & Resolution	\$ [****]*	\$ [****]*	\$ [****]*

C) Productive Hours

Productive Hours	[****]*
------------------	---------

D) Personnel Projection Matrix (including annual productivity gain)

Activities		Year 1	Year 2	Year 3	Year 4	Year 5
Contact Handling & Resolution	On shore	[****]*	[****]*	[****]*	[****]*	[****]*
	Offshore	[****]*	[****]*	[****]*	[****]*	[****]*
	Nearshore	[****]*	[****]*	[****]*	[****]*	[****]*
Total FTE Per Year		[****]*	[****]*	[****]*	[****]*	[****]*

E) Pass Through Expenses

Total Pass Through Cost Per Year \$ — \$ — \$ — \$ — \$ — \$

F) Overall Cost: Total FTE and Pass Through Costs Per year

Total On-going + Picks Through Cost Per Year	Year 1	Year 2	Year 3	Year 4	Year 5
\$ [****]*	\$ [****]*	\$ [****]*	\$ [****]*	\$ [****]*	\$ [****]*

G) FTE Increment

Activities:	Volume Per FTE	Unit of Measurement
Contact Handling & Resolution	TBD	TBD

H) Annual Volume

Activities:	Annual Volume	Units of Measurement
Contact Handling & Resolution	TBD	TBD

CONFIDENTIAL TREATMENT REQUESTED - REDACTED COPY

Exhibit 4.1.5 - Pricing Tables - Consumer Relations

[****]* Pricing
Exhibit

A) Annual Productivity Gains

Activities:	Year 1	Year 2	Year 3	Year 4	Year 5
Contact Handling & Resolution	[****]*	[****]*	[****]*	[****]*	[****]*

B) Pricing Table - Cost Per Hour FTE

Activities:	On shore	Offshore	Nearshore
Contact Handling & Resolution	\$ [****]*	\$ [****]*	\$ [****]*

C) Productive Hours

Productive Hours	[*****]*
------------------	----------

D) Personnel Projection Matrix (including annual productivity gain)

Activities		Year 1	Year 2	Year 3	Year 4	Year 5
Contact Handling & Resolution	On shore	[****]*	[****]*	[****]*	[****]*	[****]*
	Offshore	[****]*	[****]*	[****]*	[****]*	[****]*
	Nearshore	[****]*	[****]*	[****]*	[****]*	[****]*
Total FTE Per Year		[****]*	[****]*	[****]*	[****]*	[****]*

E) Pass Through Expenses

Total Pass Through Cost Per Year \$ — \$ — \$ — \$ — \$ — \$ —

F) Overall Cost: Total FTE and Pass Through Costs Per year

	Year 1	Year 2	Year 3	Year 4	Year 5
Total On-going + Cost Through Cost Per Year	\$ [****]*	\$ [****]*	\$ [****]*	\$ [****]*	\$ [****]*

G) FTE Increment

Activities:	Volume Per FTE	Unit of Measurement
Contact Handling & Resolution	TBD	TBD

H) Annual Volume

Activities:	Annual Volume	Units of Measurement
Contact Handling & Resolution	TBD	TBD

MASTER SERVICES AGREEMENT*

BY AND BETWEEN

LEVI STRAUSS & CO.

AND

WIPRO LIMITED

NOVEMBER 7, 2014

**EXHIBIT 4
Pricing Tables**

**Attachment 4.1.6
Termination Charges**

* Certain information in this exhibit has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions marked with [****]*.

CONFIDENTIAL TREATMENT REQUESTED - REDACTED COPY

Exhibit 4.1.6 - Pricing Tables - Termination Charges

From Sept 18, 2014 Due Diligence

	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12
Year 1	[****]]*											
Year 2	[****]]*											
Year 3	[****]]*											
Year 4	[****]]*											
Year 5	[****]]*											

MASTER SERVICES AGREEMENT*

BY AND BETWEEN

LEVI STRAUSS & CO.

AND

WIPRO LIMITED

NOVEMBER 7, 2014

**EXHIBIT 5
GOVERNANCE**

* Certain information in this exhibit has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions marked with [****].*

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1. INTRODUCTION.

- 1.1 Purpose.** This Exhibit describes the governance framework to be established by LS&Co. and Supplier to manage the relationship between them.
- 1.2 References.** References to an “Attachment,” “Appendix,” “Section” or “Article” shall be to such Attachment or Appendix to, or Section or Article of, this Exhibit unless otherwise provided. A reference to this “Exhibit” includes a reference to the Attachments and Appendices attached hereto.
- 1.3 Definitions.** As used in this Exhibit, capitalized terms shall have the meanings set forth in [Exhibit 1](#). Other terms used in this Exhibit are defined where they are used and have the meanings there indicated. The following terms shall have the meaning set out below:
- (a) **“Acceptance Testing Period”** has the meaning given in [Section 6.3](#).
 - (b) **“Annual Review”** has the meaning given in [Section 2.4](#).
 - (c) **“Contract Change Log”** has the meaning given in [Section 7.3](#).
 - (d) **“Contract Change Request”** has the meaning given in [Section 7.2](#).
 - (e) **“Contractor Facilitation Meeting”** has the meaning given in [Section 3.6](#).
 - (f) **“Nonconformity”** has the meaning given in [Section 6.2](#).
 - (g) **“Process Improvement Team”** has the meaning given in [Section 5.3](#).
 - (h) **“Regional Service Delivery Manager”** has the meaning given in [Section 4.2\(a\)](#).
 - (i) **“Service Category Regional Tower Lead Committee”** has the meaning given in [Section 4.3](#).
 - (j) **“Supplier Delivery Processes”** has the meaning given in [Section 5.1](#).

2. RELATIONSHIP MANAGEMENT.

- 2.1 Framework.** The governance framework detailed herein provides a set of principles, guidelines and processes for the management of the relationship between the Parties and establishes the key regular meetings to be instituted by the Parties. The framework establishes governance process at an Agreement level as well as for each Service Category.
- 2.2 Facilitation of Relationship.** The governance framework is designed to encourage a productive working relationship between the Parties and establish the basis within which the Parties can manage the provision of the Services by Supplier, identify issues early and manage and resolve the challenges that may arise from time to time. Additionally, the governance framework is intended to encourage alignment between the Services and the

strategic objectives of LS&Co. In order to foster such a relationship each Party shall: (a) appoint and utilize governance personal with the appropriate communication, interpersonal and management skills; (b) establish effective communication at all levels; (c) work towards an open relationship between the respective team members that is consistent with the nature of the engagement; and (d) foster mutual trust, understanding and openness consistent with the nature of the engagement.

- 2.3 Relationship Management Teams.** The Parties shall establish and maintain relationship management teams that are necessary to support the performance and delivery of the Services.
- 2.4 Annual Review.** Following the end of each Contract Year, LS&Co. and Supplier (acting respectively through the LS&Co. Governance Executive and the Supplier Governance Executive) shall meet to review jointly the overall operation of the Agreement and the performance of the Services (the “**Annual Review**”). As part of the Annual Review: (a) the Parties shall review whether the Services continue to meet LS&Co.’s strategic information technology and business requirements; (b) Supplier shall proactively advise and provide guidance to LS&Co. with regard to technology trends relevant to LS&Co.’s business requirements and new technologies which could support LS&Co.’s competitiveness; (c) Supplier shall proactively identify and propose technology, process and performance improvements and gain-share cost reduction opportunities; (d) the Parties shall review Supplier’s performance of the Services; (e) the Parties shall review any disputes arising during the previous 12 months, including any outstanding issues, and identify any appropriate future improvements; and (f) the Parties shall review any other matters reasonably requested by either Party. In preparing for the Annual Review, Supplier shall collate performance and other relevant data relating to the previous 12 months together with such additional reports and information as may reasonably be requested by LS&Co. in order for the Parties to carry out the Annual Review. Within 10 business days following the Annual Review, Supplier shall prepare a report of the results of the Annual Review. LS&Co.’s reasonable comments and changes will be incorporated into such report and the final report will be subject to LS&Co.’s approval.

- 2.5 Meeting Location, Agenda and Minutes.** During the Term, representatives of the Parties shall meet at LS&Co.’s offices with remote representatives participating via teleconference periodically or as requested by LS&Co. to discuss matters arising under the Agreement. Each Party shall bear its own costs in connection with the attendance and participation of such Party’s representatives in such meetings. For each meeting, Supplier shall prepare and distribute an agenda sufficiently in advance of each such meeting to give participants an opportunity to prepare for the meeting. Supplier shall incorporate into such agenda items that LS&Co. desires to discuss. In addition, Supplier shall prepare and circulate minutes promptly after a meeting.

3. AGREEMENT GOVERNANCE.

- 3.1 Overall.** Overall governance of the Agreement shall be performed in accordance with the following.

- 3.2 Executive Steering Committee.** Executive Steering Committee meetings shall be held in the manner set forth in the following table, with the first such meeting being held within 2 months after the Effective Date:

Executive Steering Committee Meetings	
Frequency	Quarterly or such other time period agreed to by the Parties.
Purpose	<ul style="list-style-type: none"> • Provide guidance on overall relationship and strategic direction • Review Performance Indicators against previously set goals and meet with specialists and supervisors to gain feedback • Approve proposed initiatives • Approve recommendations as required • Approve Contract Change Requests • Discuss and resolve escalated issues
Members	<p>Supplier:</p> <ul style="list-style-type: none"> • Supplier Chief Executive • Supplier Governance Executive • Supplier Executive Sponsor <p>LS&Co.:</p> <ul style="list-style-type: none"> • LS&Co. Chief Financial Officer • LS&Co. Regional President(s) • LS&Co. Chief Information Officer • LS&Co. Controller • LS&Co. GBS Lead <p>LS&Co. shall designate one of its representatives on the Executive Steering Committee to act as the chair of the Executive Steering Committee.</p>

- 3.3 GBS Leadership Team Review.** GBS Leadership Team Review meetings shall be held in the manner set forth in the following table, with the first such meeting being held within 3 months after the Effective Date:

GBS Leadership Team Review	
Frequency	Quarterly or such other time period agreed to by the Parties.
Purpose	<ul style="list-style-type: none"> • Review Performance Indicators against previously set goals and meet with specialists and supervisors to gain feedback • Approve proposed initiatives
Members	<p>Supplier:</p> <ul style="list-style-type: none"> • Supplier Chief Executive • Supplier Executive Sponsor • Supplier Governance Executive <p>LS&Co.:</p> <ul style="list-style-type: none"> • LS&Co. Chief Information Officer • LS&Co. Global Controller • LS&Co. GBS Lead • LS&Co. Chief Human Resource Officer • LS&Co. Transition Lead

GBS Leadership Team Review	
• LS&Co. Customer Service Lead	

- 3.4 Annual Strategic Review.** Annual Strategic Review meetings shall be held in the manner set forth in the following table, with the first such meeting being held within 12 months after the Effective Date:

Annual Strategic Review	
Frequency	Annually or such other time period agreed to by the Parties.
Purpose	<ul style="list-style-type: none"> • Review Performance Indicators against previously set goals and meet with specialists and supervisors to gain feedback • Approve proposed initiatives • Establish program goals for the upcoming year
Members	<p>Supplier:</p> <ul style="list-style-type: none"> • Supplier Chief Executive • Supplier Executive Sponsor • Supplier Governance Executive <p>LS&Co.:</p> <ul style="list-style-type: none"> • LS&Co. Chief Executive Officer • LS&Co. Chief Financial Officer • LS&Co. GBS Lead

- 3.5 Service Performance Meetings.** The Parties shall establish regular meetings to review Supplier's overall performance, delivery of the Services, and financial performance. Within 30 days of the Effective Date, the LS&Co. Governance Executive and the Supplier Governance Executive shall appoint appropriate representatives to participate in the service performance meetings, which shall also include the members listed in the table below. Service performance meetings shall be held in the manner set forth in the following table, with the first such meeting being held within 1 month after the first Commencement Date.

GBS Core Team	
Frequency	Monthly or such other time period agreed to by the Parties.
Purpose	<ul style="list-style-type: none"> • Review Performance Indicators against previously set goals and meet with specialists and supervisors to gain feedback • Discuss and resolve escalated issues; escalated as needed
Members	<p>Supplier:</p> <ul style="list-style-type: none"> • IT Lead • Finance Lead • HR Solutions Lead • Customer Service Lead • Consumer Relations Lead • Supplier Governance Executive <p>LS&Co.:</p>

GBS Core Team	
	<ul style="list-style-type: none"> • LS&Co. IT Lead • LS&Co. Finance Lead • LS&Co. HR Solutions Lead • LS&Co. Customer Service Lead • LS&Co. Change Management Lead • LS&Co. Transition Lead • LS&Co. Offshore Lead • LS&Co. Continuous Improvement • LS&Co. Performance Management
LS&Co. shall designate one of its representatives on the Service Performance Meeting to act as the chair of the Service Performance Meeting	

- 3.6 Overall Contractor Facilitation Meetings.** Supplier shall attend meetings set up by LS&Co. to promote cooperation amongst Supplier and LS&Co. Third Party Contractors (each, a “**Contractor Facilitation Meeting**”). Contractor Facilitation Meetings shall be held as reasonably directed by LS&Co.

Contractor Facilitation Meetings	
Frequency	Quarterly or such other time period agreed to by the Parties.
Purpose	<ul style="list-style-type: none"> • To bring together Supplier, LS&Co. Third Party Contractors and LS&Co. to review and set future strategies • Review and resolved any escalated cross-supplier coordination issues
Members	<p>Supplier:</p> <ul style="list-style-type: none"> • Supplier Governance Executive <p>LS&Co.:</p> <ul style="list-style-type: none"> • LS&Co. Governance Executive • Participants from LS&Co. Third Party Contractors, as invited by LS&Co.

4. SERVICE CATEGORY GOVERNANCE.

- 4.1 General.** Governance of each Service Category shall be performed in accordance with the following.

- 4.2 Additional Key Roles.** With respect to each Service Category, Supplier shall appoint members of Supplier’s relationship management team to fulfill the following roles:

- (a) **Regional Service Delivery Manager:** Supplier shall assign an individual acceptable to LS&Co. to act as the delivery manager for each Service Category (each such individual, a “**Regional Service Delivery Manager**”). Each Regional Service Delivery Manager shall be responsible for all matters relating to Supplier’s performance of the Services for the applicable Service Category.

- 4.3 Service Category Regional Tower Lead Committee Meeting** For each Service Category (or grouping of Service Categories agreed to by the Parties), the Parties shall establish a committee to oversee the performance and delivery of the Services in that Service Category (each, a “**Service Category Regional Tower Lead Committee**”). Service Category Regional Tower Lead Committee meetings for each Service Category shall be held in the manner set forth in the following table, with the first such meeting being held within 2 months after the Effective Date:

Service Category Regional Tower Lead Committee Meetings (regional tower meeting for each functional tower, 4 separate meetings)	
Frequency	Quarterly or such other time period agreed to by the Parties.
Purpose	<ul style="list-style-type: none"> • Review high-level account status and performance for the applicable Service Category • Conduct annual and long-term strategizing and planning with respect to the applicable Service Category • Provide a strategic outlook for LS&Co. requirements for the applicable Service Category
Members	<p>Supplier:</p> <ul style="list-style-type: none"> • Supplier Regional Tower Lead • Primary Supplier representative for the applicable Service Category <p>LS&Co.:</p> <ul style="list-style-type: none"> • LS&Co. Regional Tower Lead (e.g., [*****]*) • Primary LS&Co. representative for the applicable Service Category <p>LS&Co. shall designate one of its representatives on each Service Category Regional Tower Lead Committee to act as the chair of that Service Category Regional Tower Lead Committee</p>
Supporting Activities	Supplier shall provide performance and other information necessary for the Service Category Regional Tower Lead Committee meeting. Such information shall include a summary of the past six months’ performance for the applicable Service Category, including with respect to: <ul style="list-style-type: none"> • Service Levels • Supplier’s compliance with the Agreement • Achievements and issues • Charges

- 4.4 Global Process Lead Meetings.** Global Process Lead Meetings shall be held in the manner set forth in the following table, with the first such meeting being held within 3 months after the Effective Date:

Global Process Lead Meeting	
Frequency	Quarterly or such other time period agreed to by the Parties.
Purpose	<ul style="list-style-type: none"> • Review process performance by Region, set global process goals, and develop remediation strategies • Facilitates the sharing of best practices • Discuss process standardization opportunities and develop implementation

Global Process Lead Meeting	
	plans, as appropriate
Members	<p>Supplier:</p> <ul style="list-style-type: none"> • Supplier Process Leads <p>LS&Co.:</p> <ul style="list-style-type: none"> • LS&Co. Process Leads

4.5 Core Team Review: Internal & External. For each Service Category (or grouping of Service Categories agreed to by the Parties), the Parties shall establish regular meetings to review the performance and delivery of the Services in that Service Category. Within 30 days of the Effective Date, the LS&Co. Governance Executive and the Supplier Governance Executive shall, for each Service Category (or grouping of Service Categories agreed to by the Parties), appoint appropriate representatives to participate in that Core Team Review: Internal & External, which shall also include the members listed in the table below. Each Core Team Review: Internal & External shall be held in the manner set forth in the following table, with the first such meeting being held in the week immediately following the applicable Commencement Date:

Core Team Review: Internal & External	
Frequency	Weekly or such other time period agreed to by the Parties.
Purpose	<ul style="list-style-type: none"> • LS&Co. and Supplier provide overall delivery/performance updates • Raise issues identified during internal review • Planning/scheduling of resolutions
Members	<p>Supplier:</p> <ul style="list-style-type: none"> • Supplier Tower Leads • Supplier Transition Leads <p>LS&Co.:</p> <ul style="list-style-type: none"> • LS&Co. Customer Service Lead • LS&Co. Information Technology Lead • LS&Co. Human Resources Lead • LS&Co. Financial Lead • LS&Co. Transition Lead

4.6 Service Level Review. Service Level Review meetings shall be held in the manner set forth in the following table, with the first such meeting being held in the week immediately following the applicable Commencement Date:

Service Level Review	
Frequency	Weekly or such other time period agreed to by the Parties.
Purpose	<ul style="list-style-type: none"> • Review performance indicators, quality scores and trends to inform ongoing activities
Members	<p>Supplier:</p> <ul style="list-style-type: none"> • Supplier Global Tower Leads • Supplier Regional Tower Leads

Service Level Review	
	<p>LS&Co.:</p> <ul style="list-style-type: none"> • LS&Co. Global Tower Leads • LS&Co. Regional Tower Leads • LS&Co. Performance Management Lead

- 4.7 Weekly Function Update** Weekly Function Update meetings shall be held in the manner set forth in the following table, with the first such meeting being held in the week immediately following the applicable Commencement Date:

Weekly Function Update	
Frequency	Weekly or such other time period agreed to by the Parties.
Purpose	<ul style="list-style-type: none"> • Review Performance Indicators, quality scores and plans for improvement across areas • Identify risks/issues across areas • Tracking and status updates of previously identified issues/resolutions
Members	<p>Supplier:</p> <ul style="list-style-type: none"> • Supplier Global Tower Leads • Supplier Regional Tower Leads <p>LS&Co.:</p> <ul style="list-style-type: none"> • LS&Co. Global Tower Leads • LS&Co. Regional Tower Leads

- 4.8 Daily Process Update** Daily Process Update meetings shall be held in the manner set forth in the following table, with the first such meeting being held in the week immediately following the applicable Commencement Date:

Daily Process Update	
Frequency	Daily or such other time period agreed to by the Parties.
Purpose	<ul style="list-style-type: none"> • Review Performance Indicators, quality scores and plans for improvement specific to process & Area • Identify risks / issues across Areas • Tracking and status updates of previously identified issues/resolutions
Members	<p>Supplier:</p> <ul style="list-style-type: none"> • Supplier Regional Tower Leads • Supplier Tower Working Teams <p>LS&Co.:</p> <ul style="list-style-type: none"> • LS&Co. Regional Tower Leads • LS&Co. Tower Working Teams

5. SERVICE DELIVERY PROCESSES.

- 5.1 Overall Processes; Process Improvement.** Supplier acknowledges that key factors in LS&Co. proceeding with the Agreement include (a) the level and quality of the processes

used as part of the delivery of Services (“**Service Delivery Processes**”) that Supplier will use in support of the LS&Co. account; and (b) Supplier’s commitment to enhance, evolve and improve the quality and efficiency of the Service Delivery Processes. As part of its ongoing enhancement and improvement of the Service Delivery Processes, Supplier shall perform an annual analysis of the then applicable Service Delivery Processes to identify target areas for improving the efficiency and quality of the Service Delivery Processes, including: (a) areas for process improvements and improved business outcomes; (b) differences between the Service Delivery Processes then in use and Supplier’s recommended best of breed Service Delivery Processes; (c) differences between the industry best practices for the applicable Service Delivery Process and those currently in use; (d) areas of Service Delivery Process duplication and Service Delivery Process inefficiency; (e) Supplier’s proposal for transforming the Service Delivery Processes in accordance with Supplier’s recommendations in sub-clauses (a)-(d); and (f) such other material related to the Service Delivery Processes as is reasonably requested by LS&Co. Supplier shall report on the outcomes of its Service Delivery Process analysis as part of the Annual Strategic Review meetings.

5.2 Process for Transformation of Service Delivery Processes. Following completion of the annual Service Delivery Process review the Parties shall work together to agree upon a detailed plan and process for the transformation of the Service Delivery Process for each of the Services, which plan shall address: (a) how the Services will be performed by Supplier on and from the Commencement Date, (b) how the Service Delivery Processes for each Service will be transitioned to Supplier; (c) how the Service Delivery Processes for each Service will be transformed by Supplier, (d) how the applicable LS&Co. Agents will be involved in the detailed transition and transformation of the Service Delivery Processes; and (e) such other items related to the Service Delivery Processes that are reasonably required by LS&Co. There will be no increase to the Charges or Transition Charges for the transition and transformation of the Service Delivery Processes.

5.3 Process Improvement. Without limiting the foregoing, Supplier shall establish a team of at least 5 FTEs (the “**Process Improvement Team**”) with responsibility for monitoring and evaluating the Services and identifying and recommending process improvements and process automations. The Process Improvement Team will consist of Supplier Staff trained in maintaining quality and implementing process improvement initiatives to the provision of Services for LS&Co. during the Term. Members of the Process Improvement Team will have suitable background, training, skills and qualifications. The Process Improvement Team will meet on a quarterly basis, or more often as mutually agreed to by the Parties and will report on its activities and present its recommendations to the Executive Steering Committee or the applicable Service Category Regional Tower Lead Committee, as directed by LS&Co., following each such meeting.

6. ACCEPTANCE.

6.1 Acceptance Criteria and Testing. The Parties shall agree the acceptance testing criteria and procedures for any Deliverable that require acceptance testing with respect to a Deliverable that requires acceptance testing. LS&Co. shall use reasonable efforts to

begin acceptance testing within 10 days (or such other time period agreed to by the Parties) after Supplier notifies LS&Co. that the applicable Deliverable is ready for testing; unless LS&Co. provides Supplier with notice stating that LS&Co. requires additional time to begin acceptance testing, in which case acceptance testing shall begin by the date specified in such notice. Supplier shall, at no additional cost to LS&Co., provide support, assistance and consultation as may be reasonably necessary to facilitate LS&Co.’s acceptance testing.

6.2 Failure to Pass Acceptance Testing. LS&Co. shall notify Supplier if a Deliverable fails to conform to the applicable acceptance criteria (each such failure, a “**Nonconformity**”) and provide Supplier with reasonable detail (to the extent possible) of such Nonconformity. Upon such notice, Supplier shall promptly correct, at no additional charge to LS&Co., the Nonconformity (and any other problems with such Deliverable of which Supplier has knowledge). Until the earlier to occur of: (a) LS&Co.’s acceptance of the Deliverable; or (b) the date specified in the agreed to schedule for completion of such Deliverable, LS&Co. will continue to (i) perform acceptance tests of further versions of the Deliverable submitted by Supplier for testing and (ii) cooperate in good faith with Supplier in addressing any Nonconformity. If, in LS&Co.’s reasonable discretion, the Deliverable fails to pass the applicable acceptance tests by the date agreed to for their completion, LS&Co. may, at its option: (w) give Supplier additional time to correct the deficiencies; (x) accept any Deliverable that meets the applicable acceptance criteria and return the nonconforming Deliverable or reject the nonconforming Deliverable for a reasonable refund of amounts paid to Supplier for such rejected Deliverable together with any accepted Deliverable whose functionality or value is impaired because of such rejection; (y) accept the nonconforming Deliverable, subject to a reasonable price adjustment; or (z) terminate the applicable Services or the Agreement and seek LS&Co.’s other available remedies.

6.3 Acceptance. Upon completion of the acceptance tests to LS&Co.’s reasonable satisfaction, LS&Co. will issue a certificate of acceptance or other written documentation indicating that LS&Co. has accepted the applicable Deliverable. Acceptance testing for a Deliverable that requires acceptance testing shall be completed within the period prescribed in the applicable Work Order or the Transition Plan, unless in each case: (a) LS&Co. provides Supplier with notice stating that LS&Co. requires additional time for acceptance testing, in which case the period for acceptance testing shall be extended by the period set forth in such notice for such Deliverable; or (b) the Deliverable has in LS&Co.’s reasonable discretion failed to meet the applicable Acceptance Criteria (the “**Acceptance Testing Period**”). If LS&Co. fails to communicate the results of the acceptance testing to Supplier upon expiration of the applicable Acceptance Testing Period (that is, LS&Co. does not accept the Deliverable or provide information with respect to any Nonconformities identified in the Deliverable), Supplier shall notify the LS&Co. Governance Executive of such failure to accept the Deliverable (or of LS&Co.’s failure to provide notice of any Nonconformity), which notice shall provide sufficient detail for the LS&Co. Governance Executive to identify the Deliverable, the applicable Acceptance Testing Period and the LS&Co. personnel or agent responsible for accepting or rejecting the Deliverable. Upon receipt of a valid notice pursuant to this Section 6.3, a Deliverable shall be deemed accepted 15 business days after receipt of that notice by the

LS&Co. Governance Executive, unless LS&Co. communicates to Supplier any Nonconformity in the Deliverable within the 15 business day time period. Upon the communication of any Nonconformity, Supplier shall promptly correct, at no additional charge to LS&Co., the Nonconformity (and any other problems with such Deliverable of which Supplier has knowledge) in accordance with the requirements of Section 6.2 and resubmit that Deliverable for acceptance testing in accordance with the requirements of this Section 6.

7. CONTRACT CHANGE PROCESS.

- 7.1 In General.** Contract Changes shall be managed in accordance with Section 10.6 of the Agreement and the change process detailed in this Section 7. Prior to proposing any Contract Change, Supplier shall determine whether that proposed Contract Change is within the scope of the Services (and if so, such proposed change will be considered part of the Services and not considered a Contract Change) or constitute a Contract Change. Supplier shall not implement any Contract Change until LS&Co. and Supplier have agreed upon the terms for such Contract Change and Parties have executed the Contract Change Request. Any Contract Change implemented by Suppler without such advance agreement to terms and written authorization shall be deemed part of the Services without incremental charge. Any Contract Change authorized by LS&Co. in accordance with this Section 7 shall become part of the Services and shall be subject to the terms and conditions of the Agreement unless and only to the extent the Parties agree otherwise.
- 7.2 Contract Change Request Notices.** A Party may request a Contract Change by submitting a change request form (substantially in the form and format set forth in the Operations Manual) to the other Party (“**Contract Change Request**”). Within 10 days of Supplier’s receipt of a Contract Change Request from LS&Co. (or at or prior to the submission of a Contract Change Request to LS&Co. by Supplier), Supplier shall, at no additional cost or expense to LS&Co., prepare a detailed proposal (substantially in the form and format set forth in the Operations Manual) which shall: (a) specify the steps and requirements necessary to implement the Contract Change set forth in the Contract Change Request; (b) contain an impact analysis of the Contract Change that shall include an indication of the effect of the proposed Contract Change on the Services and the Service Levels (the impact analysis shall specify if Supplier reasonably considers that the proposed Contract Change will materially affect its ability to continue to perform the Services in accordance with the Service Levels after the implementation of the proposed Contract Change); (c) specify the relative priority of the Contract Change Request; (d) identify the different roles, responsibilities and actions that will be assumed and taken by the Parties to implement the Contract Change Request, including transition timelines and transition plans, milestones, delivery dates, new or adjusted Service Levels, staffing and Supplier Staff, description of new software and/or equipment to be utilized, training and communication with respect to implementation of the Contract Change Request, and any evaluation testing, development and acceptance criteria applicable to such Contract Change Request; (e) contain a cost estimate (to the extent of any additional or increased cost) and allocate responsibility for such cost (if any) to the appropriate Party; (f) contain a detailed description of the Services to be provided or removed, and any impact on the Service Levels; and (g) such further information as LS&Co. may reasonably request in

order to substantiate the impact of the proposed Contract Change. Each cost estimate shall reflect the total cost of the Contract Change Request, and shall include a breakdown of the proposed charges (both one-off and on-going) for making the Contract Change, which breakdown shall show: (i) the reduction to the Charges, any additional charges, or one-off charges which are proposed as a result of the Contract Change or cessation of any existing Services; (ii) any charges for any agreed additional process training; (iii) any other relevant costs; (iv) the increase to the Charges and additional charges which are being proposed as a result of the introduction or addition of new processes or Services or, where applicable, the alteration of any existing Services; and (v) details of the term of the proposed charges.

- 7.3 Contract Change Request Log.** Supplier will maintain an historical log (“**Contract Change Log**”) of all Contract Change Requests (whether or not implemented) throughout the Term. The Contract Change Log shall include, at a minimum, the following level of detail: (a) control number and date of the Contract Change Request; (b) name of the Party submitting the Contract Change Request; (c) a brief description of the Contract Change Request; (d) the current status of the Contract Change Request; and (e) the date of the Contract Change Request. The status of the Contract Change Request at any stage in the Contract Change Process will be categorized as one of the following: (i) Open (the Contract Change Request has been created and registered); (ii) In Review (a response to the Contract Change Request has been created and is being reviewed pending approval to proceed); (iii) Approved (the Parties have agreed to expend the resources to implement the Contact Change Request, and the Contract Change Request is awaiting implementation); (iv) On Hold (the Parties wish to suspend implementation of the Contract Change Request but anticipate the Contract Change Request will be implemented at a later date); (v) Closed (all implementation tasks have been completed, and the Contract Change Request has been implemented); or (vi) Rejected (the Contract Change Request has been closed and not implemented).
- 7.4 Coordination.** Supplier shall track and report to LS&Co. on all Contract Changes implemented by Supplier. Supplier shall coordinate all Contract Changes with LS&Co. (and any third parties designated by LS&Co.) and cooperate with LS&Co. (and any third parties designated by LS&Co.) to ensure that all Contract Changes are made in a consistent and controlled manner so as to minimize any disruption to LS&Co.’s business operations.
- 7.5 Prioritization of Contract Changes.** Despite anything to the contrary in this Section 7, LS&Co. shall have the right from time to time to alter the order of priority of any Contract Change Request or Contract Change.
- 7.6 Non-Chargeable Contract Change.** Notwithstanding the foregoing, no Charges or other amount shall be payable by LS&Co. in connection with a Contract Change to the extent the Contract Change: (a) can be provided by Supplier without Supplier incurring material additional costs or increasing in a material manner the Supplier Staff beyond, in each case, that which is ordinarily used or incurred by Supplier to provide the Services; (b) is a Contract Change for which the cost is explicitly allocated to Supplier under the Agreement; or (c) is determined by the Parties to be non-chargeable.

MASTER SERVICES AGREEMENT

BY AND BETWEEN

LEVI STRAUSS & CO.

AND

WIPRO LIMITED

NOVEMBER 7, 2014

**EXHIBIT 6
REPORTS**

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1. INTRODUCTION.

- 1.1 General.** This Exhibit sets forth the reports that Supplier shall provide as part of the Services.
- 1.2 References.** References to an Attachment, Appendix, Section or Article shall be to such Attachment or Appendix to, or Section or Article of, this Exhibit unless otherwise provided. A reference to this Exhibit includes a reference to the Attachments and Appendices attached hereto.
- 1.3 Definitions.** As used in this Exhibit, capitalized terms shall have the meanings set forth in Exhibit 1. Other terms used in this Exhibit are defined where they are used and have the meanings there indicated.

2. REPORTING REQUIREMENTS.

- 2.1 Provision of Reports.** Supplier shall provide to LS&Co. the reports, data feeds and data files described in this Exhibit and any other reports identified in the Agreement. In addition, Supplier shall provide such other reports as are reasonably requested by LS&Co. from time to time. All reports shall be LS&Co. Data. Supplier will as soon as reasonably practical provide LS&Co. with information about, and answer LS&Co.'s questions in respect of, the Services and other aspects of the Agreement, as LS&Co. may request from time to time.
- 2.2 Report Requirements.** Supplier shall: (a) provide each report in the form and format directed by LS&Co., and include such content as is directed by LS&Co.; (b) provide the reports at the frequency specified in this Exhibit, or where no such frequency is specified, as reasonably required by LS&Co.; and (c) modify the format, content, and frequency of any report as reasonably requested by LS&Co. Each report, data feed and data file shall be provided in electronic format. Supplier shall categorize the information included in such reports, data feeds and data files as requested by LS&Co. from time to time.
- 2.3 Report Capture.** Supplier shall capture all metrics required to provide reports on a continuous basis (unless the report requires that Supplier capture such metrics on a periodic basis or at some specific point in time) and make those metrics available to LS&Co. using real-time reporting tools (to the extent the functionality to provide real-time data is available to Supplier). Supplier shall compile the data to enable LS&Co. to generate reports using the Systems or other systems of LS&Co.; provided that LS&Co. shall be responsible for providing access to archival data as required for Supplier to capture and compile the data.
- 2.4 Tools.** Supplier shall use reporting tools wherever possible to generate the reports and, to the extent necessary to deliver the reports, develop customized, reporting tools. Supplier shall leverage LS&Co.'s and Supplier's Systems to prepare the reports. Supplier will provide LS&Co. with access to such tools for the purposes of accessing LS&Co. Data,

provided that such access does not compromise the confidentiality or security of information of Supplier's other customers stored within such tools.

- 2.5 Web Portal.** Supplier shall provide a web portal that shall act as a host site for business unit reports, procedure manual, service level data, training materials, change management work product. LS&Co. personnel shall be granted access to the web portal.

3. GOVERNANCE REPORTS.

Report Name	Description	Frequency
Executive/Management Reports		
Supplier Staff Report	<p>Detail of headcount and FTEs by delivery center. Report should include:</p> <ol style="list-style-type: none"> 1. Processes being supported; 2. Rank/title of Project staff; 3. Countries being serviced; 4. Summary of terminated, voluntary exits, open and hired / promoted positions, attrition % by functional tower ; and 5. Any other items specifically set forth in the Agreement to be included in this report. <p>The supplier staffing report is purely on LS&Co.'s request for visibility of staffing.</p>	Quarterly
Service Auditor's Report as per Section 18.3 of the Agreement	Report on controls for a Service Organization performed by an LS&Co.-approved auditor, an internationally recognized top tier firm (e.g., Big 4). Report covering auditing processes for a 12-month period for each tower for which Supplier and/or Supplier sub-contractors supports LS&Co. as well as IT, general and application-related controls.	Yearly (completed and provided to LS&Co. as per the timelines set forth in Section 18.3 of the Agreement)
SOC Bridge Letter	Letter from Supplier indicating whether there are material changes to the SOC report for the 3 months from the date of the report to LS&Co.'s fiscal year end (i.e., the period not covered by that fiscal year's SOC report).	Yearly
Satisfaction Survey	Output summary report regarding results of the satisfaction survey; raw data from the	Quarterly

Report Name	Description	Frequency
	survey results must be provided upon request. Survey to be developed by the parties during detailed knowledge acquisition.	
Quarterly Business Review	Quarterly summary of tactical Service performance, including: performance against Service Levels; highlights of Service delivery; status of major Service issues; and major Project implementation status. Quarterly summary of strategic relationship performance, including: LS&Co business updates; Supplier business updates; industry trends; new initiatives; and challenges/obstacles/opportunities.	Quarterly
Root Cause Analysis	Report detailing the root cause of any Service Level Failures. This report will also give details of all steps taken to correct the Service Level Failure as well as current status of the Service Level Failure.	Monthly (if needed)
Scorecard Performance Summary	Dashboard summary of key performance metrics (Critical Service Levels and Service Levels) and their attainment showing performance trends, Service Level Failures, and Service Level Credits. Service Levels should be consolidated in a global dashboard with details by entity as well as by Service Category.	Monthly
Invoice Summary Report	Monthly summary setting out, for each country, a description of services, dates, invoices, amount, currency, billed and number of FTEs by Region and function, Projects (if any), etc.	Monthly
Performance Reports		
Disaster Recovery / Business Continuity	Report outlining key controls as well as advances in developing and updating the Disaster Recovery Plan.	As detailed in agreed-upon Disaster Recovery Plan, but no less than annually

Report Name	Description	Frequency
Command Center Report & Back Office Activity	<p>Details regarding internal benchmarks and opportunity assessments as well as a quality control report.</p> <p>Additionally, details of relevant Service Level information, including information on Critical Service Levels and root cause analyses, and will include other ad hoc requests.</p> <p>Volumetric processing data detailing transactions processed by Service process by activity type (for example, number and type of manual vendor master updates processed).</p>	Monthly/As mutually agreed

4. SERVICE REPORTS.

4.1 Human Resource Services Reports.

Name	Description	Due Date	Recipients
Scorecard Performance Summary	Dashboard summary of key performance metrics (Critical Service Levels and Service Levels) and their attainment, showing performance trends, Service Level Failures, and Service Level Credits.	10th business date of every month	
Volume Analysis Report	Analysis of volume trend and action to be taken for containing it.	10th business date of every month	Tower leads
Service Performance Report	Service Level performance, key highlight and opportunities for improvement.	10th business date of every month	Tower leads
Continuous Improvement	Status of operational improvement initiatives; as mutually agreed	10th business date of every month	Tower leads
Risk and Mitigation Report	List of operational and technical risks along with mitigation/contingency plan.	10th business date of every month	Tower leads

4.2 Finance Services Reports.

Name	Description	Due Date	Recipients
Volume Analysis Report	Analysis of volume trend and action to be taken for containing it.	10th business date of every month	Tower leads

Name	Description	Due Date	Recipients
Volume Analysis Report	Analysis of volume trend and action to be taken for containing it.	10th business date of every month	Tower leads
Service Performance Report	Service Level performance, key highlight and opportunities for improvement.	10th business date of every month	Tower leads
Continuous Improvement	Status of operational improvement initiatives; as mutually agreed	10th business date of every month	Tower leads
Risk and Mitigation Report	List of operational and technical risks along with mitigation/contingency plan.	10th business date of every month	Tower leads

4.3 Information Technology Services Reports.

Name	Description	Due Date	Recipients
Volume Analysis Report	Analysis of volume trend and action to be taken for containing it.	10th business date of every month	Tower leads
Service Performance Report	Service Level performance, key highlight and opportunities for improvement.	10th business date of every month	Tower leads
Continuous Improvement	Status of operational improvement initiatives; as mutually agreed	10th business date of every month	Tower leads
Risk and Mitigation Report	List of operational and technical risks along with mitigation/contingency plan.	10th business date of every month	Tower leads

4.4 Customer Service Services Reports.

Name	Description	Due Date	Recipients
Volume Analysis Report	Analysis of volume trend and action to be taken for containing it.	10th business date of every month	Tower leads
Service Performance Report	Service Level performance, key highlight and opportunities for improvement.	10th business date of every month	Tower leads
Continuous Improvement	Status of operational improvement initiatives; as mutually agreed	10th business date of every month	Tower leads
Risk and Mitigation Report	List of operational and technical risks along with mitigation/contingency plan.	10th business date of every month	Tower leads

4.5 Consumer Relations Services Reports.

Name	Description	Due Date	Recipients
Volume Analysis Report	Analysis of volume trend and action to be taken for containing it.	10th business date of every month	Tower leads
Service Performance Report	Service Level performance, key highlight and opportunities for improvement.	10th business date of every month	Tower leads
Continuous Improvement	Status of operational improvement initiatives; as mutually agreed	10th business date of every month	Tower leads
Risk and Mitigation Report	List of operational and technical risks along with mitigation/contingency plan.	10th business date of every month	Tower leads

MASTER SERVICES AGREEMENT*

BY AND BETWEEN

LEVI STRAUSS & CO.

AND

WIPRO LIMITED

NOVEMBER 7, 2014

**EXHIBIT 7
SERVICE LOCATIONS**

* Certain information in this exhibit has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions marked with [****].

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1. INTRODUCTION.

- 1.1 General.** This Exhibit sets forth the Service Locations approved by the Parties.
- 1.2 References.** References to an Attachment, Appendix, Section or Article shall be to such Attachment or Appendix to, or Section or Article of, this Exhibit unless otherwise provided. A reference to this Exhibit includes a reference to the Attachments and Appendices attached hereto.
- 1.3 Definitions.** As used in this Exhibit, capitalized terms shall have the meanings set forth in Exhibit 1. Other terms used in this Exhibit are defined where they are used and have the meanings there indicated.

2. SUPPLIER SERVICE LOCATIONS.

The following table sets forth the list of Supplier Service Locations from which Supplier will be providing Services and the Services that will be provided from each Supplier Service Location. The provision of Services from any other location must be approved by LS&Co. in accordance with Article 9 of the Agreement.

Location	Address	Services
Pune, India	Wipro Limited, [*****]*	IT & BPO
Bucharest, Romania	Wipro Technologies S.R.L., [*****]*	IT & BPO
Shanghai, China	Wipro (Shanghai) Limited [*****]*	IT & BPO
Mexico	Wipro [*****]*	IT

Mexico	Wipro Technologies, S.A. de C.V. [*****]*	BPO
[*****]*	[*****]*	[*****]*
[*****]*	[*****]*	[*****]*
Vizag, India (Alternate Supplier Service Location)	Wipro Limited [*****]*	Alternate Supplier Service Location)
Kochi, India	Wipro Limited [*****]*	(Alternate Supplier Service Location)
Manjakkudi, India	Wipro Limited [*****]*	(Alternate Supplier Service Location)
Dalian, China	Wipro [*****]*	(Alternate Supplier Service Location)

For certain of the Services an alternate Supplier Service Location is specified in the table above. To the extent that Supplier desires to move any of the specified services from the primary Supplier Service Location to the alternate Supplier Service Location specified in the table above, such move must be agreed to by the Parties and such move will be subject to, and in accordance with the requirements in Section 9 of the Agreement. LS&Co. shall not be entitled to any reduction in the Charges with respect to any such move of the applicable (and agreed to) Services to the specified alternate Service Location.

3. LS&CO. SERVICE LOCATIONS.

The following table sets forth the list of LS&Co. Service Locations from which Supplier will be providing Services and the Services that will be provided from

each LS&Co. Service Location. The provision of Services from any other location must be approved by LS&Co. in accordance with Article 9 of the Agreement.

Location	Address	Services
San Francisco	Levi Strauss & Co., 1155 Battery St, San Francisco, CA 94111	IT
[****]*	[****]*	[****]*
[****]*	[****]*	[****]*
[****]*	[****]*	[****]*

MASTER SERVICES AGREEMENT*

BY AND BETWEEN

LEVI STRAUSS & CO.

AND

WIPRO LIMITED

NOVEMBER 7, 2014

**EXHIBIT 8
TRANSITION FRAMEWORK**

* Certain information in this exhibit has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions marked with [****]*.

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1. INTRODUCTION.

- 1.1 Purpose.** This Exhibit sets out the approach and methodology that shall apply to the Transition Services.
- 1.2 References.** References to an Attachment, Appendix, Section or Article shall be to such Attachment or Appendix to, or Section or Article of, this Exhibit unless otherwise provided. A reference to Exhibit includes a reference to the Attachments and Appendices attached hereto.
- 1.3 Definitions.** As used in this Exhibit, capitalized terms shall have the meanings set forth in Exhibit 1. Other terms used in this Exhibit are defined where they are used and have the meanings there indicated. The terms set forth below have the meanings set forth below:
- (a) “**Bundle 1**” has the meaning given in Section 4.1.
 - (b) “**Bundle 2**” has the meaning given in Section 4.1.
 - (c) “**In-Flight Project**” has the meaning given in Section 2.10.
 - (d) “**Knowledge Acquisition**” has the meaning given in Section 2.4(c).
 - (e) “**Phase**” has the meaning given in Section 4.2.
 - (f) “**Stabilization**” has the meaning given in Section 2.4(g).
 - (g) “**Wave**” has the meaning given in Section 4.2.

2. TRANSITION.

- 2.1 Transition Methodology.** Supplier shall utilize Supplier’s robust set of guidelines, activities, tasks, tools and industry practices related to the completion of the Transition Services. Supplier’s transition methodology incorporates management elements such as a governance framework, services management, standard processes, a dedicated Transition Services management team, vigorous planning and tracking, and a communication plan tailored to meet the needs of LS&Co. Supplier’s detailed transition methodology is included, and attached, as part of the Transition Plan.
- 2.2 Transition Plan.** Supplier shall prepare the Transition Plan. The high level the Transition Plan is set forth in Attachment 8.1. Supplier shall, promptly after the Effective Date, revise and finalize the Transition Plan for LS&Co.’s review, comment and approval; provided, that the final detailed Transition Plan shall be provided to LS&Co. no later than 10 business days prior to the commencement of Knowledge Acquisition. Supplier shall cooperate and work closely with LS&Co. in finalizing the Transition Plan (including incorporating LS&Co.’s comments). Any subsequent changes to the Transition Plan shall be subject to the approval of the LS&Co. Governance Executive.

2.3 Requirements for Transition Plan. Supplier's Transition Plan shall include: (a) a detailed breakdown of the technology, operations and capabilities being transitioned to Supplier; (b) a detailed description of the Transition Services and responsibilities to be performed by Supplier in order for Supplier to properly complete the transition, which shall include a detailed schedule and work plan for all Transition Services to be completed in connection with the transition, including the dates on which each such activity shall be completed; (c) a detailed description of the deliverables to be completed by Supplier, including the date on which each such transition deliverable is to be provided to LS&Co.; (d) a detailed description of any tasks that LS&Co. is required to complete, and any resources that LS&Co. is required to provide, in connection with the Transition Services, provided that all such tasks, obligations and resources shall be specifically identified and agreed to by LS&Co.; (e) a detailed list of Supplier Staff required to complete the Transition Services; (f) a detailed description of the potential risks associated with the Transition Services and the risk mitigation strategies that shall be employed by Supplier to eliminate or minimize such risks (including technical and business risks); (g) a detailed project plan reflecting the tasks to be performed and the dependencies related to the performance of the Transition Services; and (h) any other information and planning necessary to ensure that the transition takes place on schedule and without disruption to LS&Co.'s business or operations.

2.4 Requirements for Transition Enablement. In addition to the requirements in Section 2.3, Supplier's Transition Plan for each Wave shall address the following:

- (a) **IT and Facility Setup.** During the information technology and facility setup phase of Transition, Supplier is responsible for the following:
 - (i) Develop a technical architecture diagram laying out all applications, tools, interfaces, and systems needed to support the process solution;
 - (ii) Create detailed application requirements including needs for user IDs, e-mail IDs and access to systems and tools to support the process;
 - (iii) Create and document technology and telephony details and plan; and
 - (iv) Implement and test information connectivity and systems access.
- (b) **Onboarding and Preparation.** During the onboarding and preparation phase of Transition, Supplier is responsible for the following:
 - (i) Review existing controls;
 - (ii) Review existing processes;
 - (iii) Identify Transition approach;
 - (iv) Refine process documentation;
 - (v) Plan the transition;

- (vi) Recruit and train Transition staff;
 - (vii) Review framework and develop process training;
 - (viii) Develop knowledge transfer plan;
 - (ix) Mobilize project; and
 - (x) Set up additional office infrastructure and work space at Supplier's delivery centers.
- (c) **Knowledge Acquisition.** During the knowledge acquisition phase of Transition ("Knowledge Acquisition"), Supplier is responsible for the following:
- (i) Staff inductions;
 - (ii) Obtain knowledge from LS&Co. Agents;
 - (iii) Develop Supplier and LS&Co. training material for training to be provided as part of Knowledge Transfer where the LS&Co. training refers to any training owing to process changes as a result of the Agreement;
 - (iv) Document detailed processes technical and functional knowledge;
 - (v) Perform work shadowing;
 - (vi) Update process documents;
 - (vii) Attend sessions with incumbent suppliers facilitated by LS&Co.;
 - (viii) Obtain knowledge of systems, including through walkthroughs conducted by LS&Co. Agents; and
 - (ix) Each of LS&Co. and Supplier will work together to assess applicable Supplier Staff understanding of the applicable LS&Co. systems and processes, including through LS&Co. certification assessment and Supplier performed playbacks.
- (d) **Knowledge Transfer/Shadow Support.** During the knowledge transfer (BPO)/shadow support (IT) phase of the Transition Period, Supplier is responsible for the following:
- (i) Conduct remaining delivery process training (BPO);
 - (ii) Perform work shadow support for IT tracks;
 - (iii) Reverse work shadowing of existing delivery center staff in new environment (BPO); and

- (iv) Verify operational staff have been transferred and/or recruited to requirements in the Personnel Projection Matrix at each Service Location and are in place to ensure delivery of Services.
- (e) Service Proofing. During the service proofing phase of the Transition Period (ramp-up/primary support), Supplier is responsible for the following:
 - (i) Incremental go-live of process with current Supplier Staff and LS&Co. staff supervision on site and support from LS&Co.
- (f) 100% Go-Live. Upon reaching 100% go-live, Supplier will become responsible for the following:
 - (i) 100% scope performed from new delivery environment; and
 - (ii) Continued support from Supplier Staff on site, with initial back-up from LS&Co.
- (g) Stabilization Period. During the stabilization period defined in the Transition Plan, Supplier is responsible for the following:
 - (i) Monitor and measure operating performance by the transition team and service delivery managers and complete stabilization checklist;
 - (ii) Sequentially, Supplier Staff replace LS&Co.'s employees and run the business independently;
 - (iii) Create Disaster Recovery Plan based on future state design and the Business Impact Analysis;
 - (iv) Complete Disaster Recovery Plan, including initial testing to be completed within 6 months of the Commencement Date. Provide written documentation of Disaster Recovery Plan results along with any failures and plan to correct failures;
 - (v) Document and review "Lessons Learned" for subsequent transition projects;
 - (vi) Update project repository and close out for each transition;
 - (vii) Maintain defect and transaction backlog at or below agreed-to levels;
 - (viii) Define, put in place, and effectively operate governance processes. Put in place issue escalation process; and
 - (ix) Close any remaining open items.

For purposes of this Exhibit 8, the activities listed in this Section 2.4(g) will be collectively referred to as "**Stabilization.**"

- 2.5 Risk Management and Risk Mitigation.** Supplier shall manage risk related to the Transition Services, including: (a) developing, as part of the Transition Plan, a risk mitigation plan for LS&Co.’s review, comment and approval; (b) developing, for LS&Co.’s approval, contingency plans for each identified risk, including detailing the specific tasks Supplier shall undertake to help avoid identified risks connected with the Transition Services and to provide for rapid recovery in the event of the occurrence of a risk; (c) following the risk mitigation plan until all risk mitigation actions have been completed; and (d) proactively identifying, monitoring, and managing any significant risks or issues in relation to the Transition Services.
- 2.6 Completion of Statements of Work and Service Level Definitions.** The Statements of Work and the Service Level Definitions Documents included in the Agreement at the Effective Date reflect the Parties best efforts to define the applicable Services and the Service Levels for those Service (and applicable Performance Targets and Service Level Credits). Despite the foregoing, the Parties have agreed that the Statements of Work and the Service Level Definitions Documents will be further refined after the Effective Date and during the period of Knowledge Acquisition for the applicable Service Category to better reflect any adjustments required to reflect additional information obtained during that Knowledge Acquisition. Accordingly, after the Effective Date the Parties shall work in good faith to finalize the Statements of Work and the Service Level Definitions Documents (and the associated Performance Targets and Service Level Credits) applicable to each Service Category. The Parties shall take all reasonable efforts to seek to finalize each Statement of Work and the Service Level Definitions Document within 30 days of the completion of the Knowledge Acquisition for the applicable Service Category. Despite the foregoing, the Parties agree that neither a Statement of Work nor a Service Level Definitions Document shall be amended without the mutual written agreement of both Parties.
- 2.7 Knowledge Capture and Cascade.** Supplier shall be responsible for obtaining the necessary knowledge from LS&Co. and LS&Co. Agents in order to facilitate the smooth and orderly transition of LS&Co.’s technology, operations and capabilities to Supplier. Without limiting the foregoing, Supplier shall: (a) obtain the relevant knowledge on LS&Co.’s system technology, operations and capabilities; (b) obtain the relevant knowledge on LS&Co.’s environment and procedures; (c) develop operations support knowledge and documentation, including applicable input into the Operations Manual; (d) plan the knowledge capture; (e) complete the knowledge capture; (f) perform any necessary job shadowing; and (g) complete the knowledge cascade.
- 2.8 Training.** Supplier shall, at its cost and expense, provide training for LS&Co. personnel in (a) the performance of the Services and operation of the Systems and (b) the performance of the functions of the retained organization, including performance of any services that are not included as part of the Services, the interactions between Supplier and such personnel, and any other aspects of the LS&Co. personnel’s job functions. Supplier shall facilitate such training at the times and places reasonably requested by LS&Co. and shall provide such materials as is necessary or desirable to assist with the training and the ongoing retention of knowledge by the LS&Co. personnel. The

foregoing training shall be provided by Supplier with respect to all Services and with respect to all LS&Co. Service Locations.

- 2.9 LS&Co. Transition Responsibilities.** The Parties shall determine in the Transition Plan the specific and identified tasks that LS&Co. or an LS&Co. Agent is required to complete, and may identify resources that LS&Co. or an LS&Co. Agent is required to make available, in order to facilitate the Transition Services (which tasks and resources shall be specifically agreed to by LS&Co.).
- 2.10 Existing Projects.** A list of projects that are ongoing or approved by LS&Co. as of the Effective Date is set forth on Attachment 8.2 (each, an “**In-Flight Project**” and, collectively, the “**In-Flight Projects**”). Unless otherwise agreed to in Attachment 8.2 Supplier shall be entitled to charge additional amounts for Chargeable Project Support for such In-Flight Project in accordance with, and using the Rates set forth in, Exhibit 4. The list of In-Flight Projects in Attachment 8.2 may be updated by agreement of the Parties. All In-Flight Projects shall be: (x) completed in accordance with LS&Co.’s project management and development practices in place as of the Effective Date (as amended from time to time) and as may be made available to Supplier by LS&Co. from time to time; (y) completed by the date or dates established in the schedule for the relevant In-Flight Project; and (z) subject to formal authorization by LS&Co. at milestones defined for the In-Flight Project (unless the Parties agree to different milestones for the applicable In-Flight Project). Any In-Flight Projects performed by Supplier without such advance authorization shall be deemed part of the Services without incremental charge. During the Transition Period and at least 2 weeks prior to the Commencement Date, Supplier shall complete a health check of all In-Flight Projects. The health check shall provide Supplier with a status update for planned Projects and detailed information regarding the Project status for current Projects and as a minimum shall include the following:
- (a) The current phase of the Project and the phases remaining to completion as well as the nature of the services that have been, and still have to be, performed to complete the Project;
 - (b) A list of LS&Co. Third Party Contractors, if any, supporting each In-Flight Project;
 - (c) A list of all Deliverables completed for each In-Flight Project and the project phase, as defined by LS&Co.’s current Project management methodology;
 - (d) Detailed information on the effort associated with each In-Flight Project, including the following for each In-Flight Project: (i) total projected hours; (ii) total hours expended to date; (iii) percent of effort completed (compare estimated percent complete to actual percent complete); and (iv) estimated hours to completion;
 - (e) A list of issues impacting the specific In-Flight Projects; and
 - (f) A list of all risks, including the mitigation strategy, for all In-Flight Projects.

2.11 Initial Process Improvement. The Parties have agreed that during the Transition Period, and as part of the Transition of the responsibility of the performance of the Services to Supplier, that Supplier shall implement initial improvements and transformations to the Service Delivery Processes for each Service prior to applicable Commencement Date for that Service in order to achieve initial improvements to the efficiency and quality of the delivery of the Services; provided that such improvements can be implemented as part of the Transition of the applicable Services; and provided further that that an improvement or transformation shall not be implemented without the prior approval of LS&Co. if that improvement or transformation would require LS&Co. to alter its method of operation or the way in which LS&Co. conducts its business.

3. MILESTONES AND COMPLETION DATES.

3.1 Completion of Transition Services. Supplier shall perform the Transition Services on or before the completion dates set forth in the Transition Plan. The Transition Services shall not be considered complete until: (a) the final Transition Milestone has been accepted by the LS&Co. Governance Executive; (b) Supplier has provided, and the LS&Co. Governance Executive has accepted, the Operations Manual (including the resolution of any comments or suggestions provided by LS&Co.); and (c) all required training has been completed for LS&Co. personnel.

3.2 Transition Milestones. The Transition Milestones shall be as set forth in the Transition Plan. Each Transition Milestone shall be designed with objective criteria to facilitate agreement by the Parties that sufficient progress is being made on the Transition Plan. Accordingly, the Transition Plan shall include, for each Transition Milestone, a process and set of standards and agreed to acceptance criteria to which Supplier shall adhere in the performance of the Transition Services and that shall enable LS&Co. to determine whether Supplier has successfully completed the Transition Services associated with each Transition Milestone. Achievement of a Transition Milestone shall be subject to Supplier having met all of the criteria set forth in the Transition Plan and this Exhibit for that Transition Milestone. The Transition Plan shall specify the criticality of the Transition Milestone (all Transition Milestones shall be deemed “critical” unless otherwise stated). All Transition Milestones shall be subject to acceptance or rejection by LS&Co.

3.3 Payment Milestones. Those Critical Transition Milestones which have an associated payment amount are set forth in this Section. All Transition Charges shall be due and payable in accordance the requirements with Exhibit 4 and the Agreement.

74	Wave	Country	Onshore Knowledge Capture	Approval for Service Proofing	100% Go-Live
Bundle 1, Phase 1 – [****]*HR					
1	1	[****]*	[****]	[****]	[****]
1	2	[****]*	[****]	[****]	[****]
Bundle 1, Phase 1 – [****]* Finance & Payroll					

74	Wave	Country	Onshore Knowledge Capture	Approval for Service Proofing	100% Go-Live
1	1 (Finance)	[****]*	[****]*	[****]*	[****]*
1	2 (Finance)	[****]*	[****]*	[****]*	[****]*
1	1 (Payroll)	[****]*	[****]*	[****]*	[****]*
1	2 (Payroll)	[****]*	[****]*	[****]*	[****]*

Bundle 2, Phase 1 - [**]* Finance**

2	1 (Finance)	[****]*	[****]*	[****]*	[****]*
2	2 (Finance)	[****]*	[****]*	[****]*	[****]*
2	3 (Finance)	[****]*	[****]*	[****]*	[****]*

Bundle 1, Phase 1 - Global IT Applications

1	1	Global (Corp & BI)	[****]*	[****]*	[****]*
1	2	Global (Corp & BI – All Other; GSC)	[****]*	[****]*	[****]*
1	2	[****]* (GSC; Wholesale)	[****]*	[****]*	[****]*
1	2	[****]* (Corp & BI; GSC; Wholesale)	[****]*	[****]*	[****]*

Bundle 1, Phase 1 - Global IT Infrastructure

1	1	Global (Common Services Transition)	[****]*	[****]*	[****]*
1	1	[****]* (Corporate & Retail Service Desk)	[****]*	[****]*	[****]*
1	2	All [****]* (Corporate Offices, Retail Stores)	[****]*	[****]*	[****]*
1	3	Global (SOC)	[****]*	[****]*	[****]*
1	4	Global (NOC)	[****]*	[****]*	[****]*
1	5	Global (Enterprise Security)	[****]*	[****]*	[****]*

Bundle 1, Phase 1 - [**]* Customer Service**

1	1	[****]*	[****]*	[****]*	[****]*
1	2	[****]*	[****]*	[****]*	[****]*

Bundle 1, Phase 2 - [**]* Human Resources**

1	1	[****]*	[****]*	[****]*	[****]*
1	2	[****]*	[****]*	[****]*	[****]*
1	3	[****]*	[****]*	[****]*	[****]*

Bundle 1, Phase 2 - [**]* Finance & Payroll**

74	Wave	Country	Onshore Knowledge Capture	Approval for Service Proofing	100% Go-Live
1	1 (Finance)	[****]*	[****]*	[****]*	[****]*
1	2 (Finance)	[****]*	[****]*	[****]*	[****]*
1	3 (Finance)	[****]*	[****]*	[****]*	[****]*
1	4 (Finance)	[****]*	[****]*	[****]*	[****]*
1	1 (Payroll)	[****]*	[****]*	[****]*	[****]*
1	2 (Payroll)	[****]*	[****]*	[****]*	[****]*
1	3 (Payroll)	[****]*	[****]*	[****]*	[****]*
2	1 (Finance)	[****]*	[****]*	[****]*	[****]*
2	2 (Finance)	[****]*	[****]*	[****]*	[****]*

Bundle 1, Phase 2 - [**]* IT Applications**

1	1	All [****]*	[****]*	[****]*	[****]*
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Bundle 1, Phase 2 - [**]* IT Infrastructure**

1	1	All [****]*	[****]*	[****]*	[****]*
1	2	[****]*	[****]*	[****]*	[****]*
1	3	[****]*	[****]*	[****]*	[****]*
1	4	[****]*	[****]*	[****]*	[****]*
1	5	Rest of [****]*- Remote	[****]*	[****]*	[****]*
1	6	All [****]*	[****]*	[****]*	[****]*

Bundle 1, Phase 2 - [**]* Customer Service**

1	1	[****]*	[****]*	[****]*	[****]*
1	2	[****]*	[****]*	[****]*	[****]*
1	3	[****]*	[****]*	[****]*	[****]*

74	Wave	Country	Onshore Knowledge Capture	Approval for Service Proofing	100% Go-Live
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Bundle 1, Phase 2 - [**]* Consumer Relations**

1	1	[****]*	[****]*	[****]*	[****]*
1	2	[****]*	[****]*	[****]*	[****]*

Bundle 1, Phase 3 - [**]* Human Resources**

1	1	[****]*	[****]*	[****]*	[****]*
1	2	[****]*	[****]*	[****]*	[****]*
1	3	[****]*	[****]*	[****]*	[****]*
1	4	[****]*	[****]*	[****]*	[****]*

Bundle 1, Phase 3 - [**]* Finance & Payroll**

1	1 (Finance)	[****]*	[****]*	[****]*	[****]*
1	1 (Payroll)	[****]*	[****]*	[****]*	[****]*
1	2 (Payroll)	[****]*	[****]*	[****]*	[****]*
1	3 (Payroll)	[****]*	[****]*	[****]*	[****]*
1	4 (Payroll)	[****]*	[****]*	[****]*	[****]*

Bundle 2, Phase 3 - [**]* Finance**

2	1 (Finance)	[****]*	[****]*	[****]*	[****]*
2	2 (Finance)	[****]*	[****]*	[****]*	[****]*

Bundle 1, Phase 3 - [**]* IT Applications**

1	1	All [****]* (eCommerce - Hybris)	[****]*	[****]*	[****]*
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74	Wave	Country	Onshore Knowledge Capture	Approval for Service Proofing	100% Go-Live
1	2	All [****]* (Retail and GSC)	[****]*	[****]*	[****]*

Bundle 1, Phase 3 - [**]* IT Infrastructure**

1	1	All [****]* (Corporate Service; Retail Service Desk)	[****]*	[****]*	[****]*
1	2	All [****]* (SOC)	[****]*	[****]*	[****]*
1	3	[****]*	[****]*	[****]*	[****]*
1	4	[****]*	[****]*	[****]*	[****]*
1	5	Rest of [****]*	[****]*	[****]*	[****]*

Bundle 1, Phase 3 - [**]* Customer Service**

1	1	[****]*	[****]*	[****]*	[****]*
1	2	[****]*	[****]*	[****]*	[****]*

Bundle 1, Phase 3 - [**]* Consumer Relations**

1	1	All [****]*	[****]*	[****]*	[****]*
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4. OVERALL TRANSITION APPROACH.

4.1 Transition Bundles. The Services and associated Transition Services (as well as the applicable Transition Charges and Charges) are categorized into two different Bundles. For those Services in the initial bundle, as the services in the initial bundle are more specifically identified in Section 4.3 (“Bundle 1”), the Transition Services are, subject to the terms of the Agreement, to be performed on and from the Effective Date and in accordance with the Transition Plan and requirements set forth in this Exhibit 8. For Services in the subsequent bundle, as the services in the subsequent bundle are more specifically identified in Section 4.3 (“Bundle 2”), the provision of any part of Bundle 2 shall first be subject to a determination by LS&Co. to obtain that part of Bundle 2, and Supplier shall not assume the responsibility for either the Transition or the provision of such Services until such time as LS&Co. notifies Supplier of LS&Co.’s decision to proceed with that part of Bundle 2 (and accordingly no amount of the Charges, Transition Charges or Supplier’s investment in Transition shall become due until after that decision). Any election of LS&Co. to proceed with a part of Bundle 2 shall be an election to proceed with the part of Bundle 2 specified by LS&Co. in its election, and LS&Co. shall not be required to proceed with any other part of Bundle 2 not specified in the notice provided by LS&Co. There shall be no impact to the Transition Charges, except that Supplier shall be entitled to request a Change to the Transition Charges with respect to a part of the Bundle 2 Services if such election is not made at least 2 weeks

prior to the applicable Commencement Date for that part of Bundle 2 Services (and provided that such delay is made at the convenience of LS&Co. and without regard to Supplier's performance of the Transition Services or solution or issues associated therewith).

4.2 Phases, and Waves. The transition approach for LS&Co. is comprised of a number of logical groupings of countries within a region (each a “Phase”), with each Phase being defined by the following Regions:

- (a) [****]*
- (b) [****]*; and
- (c) [****]*.

Each Phase is further broken down into a grouping of Services within the specified Region (each a “Wave”); as each Wave is more specifically defined within the Transition Plan. Supplier shall be responsible for completing the Transition of each Phase and Wave in accordance with the timelines specified in the Transition Plan.

4.3 Definitions of Bundles, Waves and Phases. The tables below set out the Bundles, the Phases and the Waves for each Service Category and the completion date for the applicable milestones..

Bundle 1 Phase 1 ([**]* - HR)**

Bundle	Wave	Countries	Functions
1	1	[****]**	<ul style="list-style-type: none"> • Employee Relations • Leave Management • Recruitment • Offboarding • Benefits Administration • Employee Data Management / HRIS

	Milestone	Acceptance Criteria	Completion Date
1.	On-Shore Knowledge Capture	<ul style="list-style-type: none"> • Creation and LS&Co. signoff of draft procedures manual • Creation and LS&Co. signoff of process maps 	[****]*
2.	Approval for Service Proofing	<ul style="list-style-type: none"> • Completion and LS&Co. signoff of site readiness assessment • Completion and LS&Co. signoff of go-live checklist 	[****]*

	Milestone	Acceptance Criteria	Completion Date
		<ul style="list-style-type: none"> Completion and LS&Co. signoff of IT readiness assessment 	
3.	100% Go-Live	<ul style="list-style-type: none"> Transfer of 100% of the in-scope processes and work volume from LS&Co. to Supplier Elimination of work performance from LS&Co. agents who previously performed the process except for process support for stabilization 	[****]*

Bundle	Wave	Countries	Functions
1	2	[****]*	<ul style="list-style-type: none"> Employee Relations Leave Management Recruitment Offboarding Benefits Administration Employee Data Management / HRIS

	Milestone	Acceptance Criteria	Completion Date
1.	On-Shore Knowledge Capture	<ul style="list-style-type: none"> Creation and LS&Co. signoff of draft procedures manual Creation and LS&Co. signoff of process maps 	[****]*
2.	Approval for Service Proofing	<ul style="list-style-type: none"> Completion and LS&Co. signoff of site readiness assessment Completion and LS&Co. signoff of go-live checklist Completion and LS&Co. signoff of IT readiness assessment 	[****]*
3.	100% Go-Live	<ul style="list-style-type: none"> Transfer of 100% of the in-scope processes and work volume from LS&Co. to Supplier Elimination of work performance from LS&Co. agents who previously performed the process except for process support for stabilization 	[****]**

Bundle 1 Phase 1 ([**]* – Finance & Payroll)**

Bundle	Wave	Countries	Functions
1	1 (Finance)	[****]*	<ul style="list-style-type: none"> Accounts Payable Travel & Expense Processing Technology and Master Data Accounts Receivable Indirect Procurement

	Milestone	Acceptance Criteria	Completion Date
1.	On-Shore Knowledge Capture	<ul style="list-style-type: none"> Creation and LS&Co. signoff of draft procedures manual Creation and LS&Co. signoff of process maps 	[****]*
2.	Approval for Service Proofing	<ul style="list-style-type: none"> Completion and LS&Co. signoff of site readiness assessment Completion and LS&Co. signoff of go-live checklist Completion and LS&Co. signoff of IT readiness assessment 	[****]*
3.	100% Go-Live	<ul style="list-style-type: none"> Transfer of 100% of the in-scope processes and work volume from LS&Co. to Supplier Elimination of work performance from LS&Co. agents who previously performed the process except for process support for stabilization 	[****]*

Bundle	Wave	Countries	Functions
1	2 (Finance)	[****]*	<ul style="list-style-type: none"> General Accounting Inventory Accounting Internal Reporting Treasury

	Milestone	Acceptance Criteria	Completion Date
1.	On-Shore Knowledge Capture	<ul style="list-style-type: none"> Creation and LS&Co. signoff of draft procedures manual Creation and LS&Co. signoff of process maps 	[****]*
2.	Approval for Service Proofing	<ul style="list-style-type: none"> Completion and LS&Co. signoff of site readiness assessment Completion and LS&Co. signoff of go-live checklist Completion and LS&Co. signoff of IT readiness assessment 	[****]*
3.	100% Go-Live	<ul style="list-style-type: none"> Transfer of 100% of the in-scope processes and work volume from LS&Co. to Supplier Elimination of work performance from LS&Co. agents who previously performed the process except for process support for stabilization 	[****]*

Bundle	Wave	Countries	Functions
1	1 (Payroll)	[****]*	• Payroll

	Milestone	Acceptance Criteria	Completion Date
1.	On-Shore Knowledge Capture	<ul style="list-style-type: none"> Creation and LS&Co. signoff of draft procedures manual Creation and LS&Co. signoff of process maps 	[****]*
2.	Approval for Service Proofing	<ul style="list-style-type: none"> Completion and LS&Co. signoff of site readiness assessment Completion and LS&Co. signoff of go-live checklist Completion and LS&Co. signoff of IT readiness assessment 	[****]*
3.	100% Go-Live	<ul style="list-style-type: none"> Transfer of 100% of the in-scope processes and work volume from LS&Co. to Supplier Elimination of work performance from LS&Co. agents who previously performed the process except for process support for stabilization 	[****]*

Bundle	Wave	Countries	Functions
1	2 (Payroll)	[****]*	• Payroll

	Milestone	Acceptance Criteria	Completion Date
1.	On-Shore Knowledge Capture	<ul style="list-style-type: none"> Creation and LS&Co. signoff of draft procedures manual Creation and LS&Co. signoff of process maps 	[****]*
2.	Approval for Service Proofing	<ul style="list-style-type: none"> Completion and LS&Co. signoff of site readiness assessment Completion and LS&Co. signoff of go-live checklist Completion and LS&Co. signoff of IT readiness assessment 	[****]*
3.	100% Go-Live	<ul style="list-style-type: none"> Transfer of 100% of the in-scope processes 	[****]*

Milestone	Acceptance Criteria	Completion Date
	<p>and work volume from LS&Co. to Supplier</p> <ul style="list-style-type: none"> • Elimination of work performance from LS&Co. agents who previously performed the process except for process support for stabilization 	

Bundle 2 Phase 1 ([**]* – Finance)**

Bundle	Wave	Countries	Functions
2	1 <i>(Finance)</i>	• [****]*	<ul style="list-style-type: none"> • Accounts Payable • Travel & Expense Processing • Accounts Receivable • General Accounting • Inventory Accounting • Treasury Transactions • Internal Reporting • Procurement Enablement • Technology and Master Data

Milestone	Acceptance Criteria	Completion Date
1. On-Shore Knowledge Capture	<ul style="list-style-type: none"> • Creation and LS&Co. signoff of draft procedures manual • Creation and LS&Co. signoff of process maps 	[****]*
2. Approval for Service Proofing	<ul style="list-style-type: none"> • Completion and LS&Co. signoff of site readiness assessment • Completion and LS&Co. signoff of go-live checklist • Completion and LS&Co. signoff of IT readiness assessment 	[****]*
3. 100% Go-Live	<ul style="list-style-type: none"> • Transfer of 100% of the in-scope processes and work volume from LS&Co. to Supplier • Elimination of work performance from LS&Co. agents who previously performed the process except for process support for stabilization 	[****]*

Bundle	Wave	Countries	Functions
2	2 <i>(Finance)</i>	• [****]*	<ul style="list-style-type: none"> • Accounts Receivable • Cash Management

		(to be finalized during TA)
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Milestone	Acceptance Criteria	Completion Date
1. On-Shore Knowledge Capture	<ul style="list-style-type: none"> Creation and LS&Co. signoff of draft procedures manual Creation and LS&Co. signoff of process maps 	[****]*
2. Approval for Service Proofing	<ul style="list-style-type: none"> Completion and LS&Co. signoff of site readiness assessment Completion and LS&Co. signoff of go-live checklist Completion and LS&Co. signoff of IT readiness assessment 	[****]*
3. 100% Go-Live	<ul style="list-style-type: none"> Transfer of 100% of the in-scope processes and work volume from LS&Co. to Supplier Elimination of work performance from LS&Co. agents who previously performed the process except for process support for stabilization 	[****]*

Bundle	Wave	Countries	Functions
2	3 (Finance)	<ul style="list-style-type: none"> [****]* 	<ul style="list-style-type: none"> Internal Reporting Treasury General Accounting Inventory Accounting (to be finalized during TA)

Milestone	Acceptance Criteria	Completion Date
1. On-Shore Knowledge Capture	<ul style="list-style-type: none"> Creation and LS&Co. signoff of draft procedures manual Creation and LS&Co. signoff of process maps 	[****]*
2. Approval for Service Proofing	<ul style="list-style-type: none"> Completion and LS&Co. signoff of site readiness assessment 	[****]*

	Milestone	Acceptance Criteria	Completion Date
		<ul style="list-style-type: none"> Completion and LS&Co. signoff of go-live checklist Completion and LS&Co. signoff of IT readiness assessment 	
3.	100% Go-Live	<ul style="list-style-type: none"> Transfer of 100% of the in-scope processes and work volume from LS&Co. to Supplier Elimination of work performance from LS&Co. agents who previously performed the process except for process support for stabilization 	[****]*

Bundle 1 Phase 1 (Global – IT Applications)

Bundle	Wave	Countries	Functions
1	1	[****]*	<ul style="list-style-type: none"> Corp & BI (Hyperion Suite)

	Milestone	Acceptance Criteria	Completion Date
1.	On-Shore Knowledge Capture	<ul style="list-style-type: none"> Sign-off of Knowledge Acquisition Phase (KAP) exit criteria as mutually agreed during planning phase Completion of draft system and maintenance technical document (SMTD) 	[****]*
2.	Approval for Service Proofing	<ul style="list-style-type: none"> Sign-off of Supplier's achievement of the shadow support phase exit criteria Creation and LS&Co signoff of draft procedures manual Completion and LS&Co. signoff of site readiness assessment Completion and LS&Co. signoff of IT readiness assessment 	[****]*
3.	100% Go-Live	<ul style="list-style-type: none"> Transfer of 100% of the in-scope activities and work volume from LS&Co. to Supplier Completion and LS&Co. signoff of go-live checklist Elimination of work performance from LS&Co. agents who previously performed the activities except for support for stabilization 	[****]*

Bundle	Wave	Countries	Functions

Bundle	Wave	Countries	Functions
1	2	[****]*	<ul style="list-style-type: none"> Corp & BI (all other) Global Supply Chain
		[****]*	<ul style="list-style-type: none"> Global Supply Chain Wholesale
		[****]*	<ul style="list-style-type: none"> Corp & BI Global Supply Chain Wholesale

	Milestone	Acceptance Criteria	Completion Date
1.	On-Shore Knowledge Capture	<ul style="list-style-type: none"> Sign-off of Knowledge Acquisition Phase (KAP) exit criteria as mutually agreed during planning phase Completion of draft system and maintenance technical document (SMTD) 	[****]*
2.	Approval for Service Proofing	<ul style="list-style-type: none"> Sign-off of Supplier's achievement of the shadow support phase exit criteria Creation and LS&Co signoff of draft procedures manual Completion and LS&Co. signoff of site readiness assessment Completion and LS&Co. signoff of IT readiness assessment 	[****]*
3.	100% Go-Live	<ul style="list-style-type: none"> Transfer of 100% of the in-scope activities and work volume from LS&Co. to Supplier Completion and LS&Co. signoff of go-live checklist Elimination of work performance from LS&Co. agents who previously performed the activities except for support for stabilization 	[****]*

Bundle 1 Phase 1 (Global - IT Infrastructure)

Bundle	Wave	Countries	Functions
1	1	[****]*	<ul style="list-style-type: none"> Common Services Transition (Desktop Engineering, Collaboration, Active Directory Management)
		[****]*	<ul style="list-style-type: none"> Corporate and Retail Service Desk

	Milestone	Acceptance Criteria	Completion Date
1.	On-Shore Knowledge Capture	<ul style="list-style-type: none"> Sign-off of Knowledge Acquisition Phase (KAP) exit criteria as mutually agreed during planning phase Completion of draft system and maintenance technical document (SMTD) 	[****]*
2.	Approval for Service Proofing	<ul style="list-style-type: none"> Sign-off of Supplier's achievement of the shadow support phase exit criteria Creation and LS&Co signoff of draft procedures manual Completion and LS&Co. signoff of site readiness assessment Completion and LS&Co. signoff of IT readiness assessment 	[****]*
3.	100% Go-Live	<ul style="list-style-type: none"> Transfer of 100% of the in-scope activities and work volume from LS&Co. to Supplier as agreed to in the exit criteria Completion and LS&Co. signoff of go-live checklist Elimination of work performance from LS&Co. agents who previously performed the activities except for support for stabilization 	[****]*

Bundle	Wave	Countries	Functions
1	2	All [****]*	<ul style="list-style-type: none"> Corporate Offices, Retail Stores

	Milestone	Acceptance Criteria	Completion Date
1.	On-Shore Knowledge Capture	<ul style="list-style-type: none"> Sign-off of Knowledge Acquisition Phase (KAP) exit criteria as mutually agreed during planning phase Completion of draft system and maintenance technical document (SMTD) 	[****]*
2.	Approval for Service Proofing	<ul style="list-style-type: none"> Sign-off of Supplier's achievement of the shadow support phase exit criteria Creation and LS&Co signoff of draft procedures manual Completion and LS&Co. signoff of site 	[****]*

	Milestone	Acceptance Criteria	Completion Date
		readiness assessment <ul style="list-style-type: none"> • Completion and LS&Co. signoff of IT readiness assessment 	
3.	100% Go-Live	<ul style="list-style-type: none"> • Transfer of 100% of the in-scope activities and work volume from LS&Co. to Supplier as agreed to in the Exit criteria • Completion and LS&Co. signoff of go-live checklist • Elimination of work performance from LS&Co. agents who previously performed the activities except for support for stabilization 	[****]*

Bundle	Wave	Countries	Functions
1	3	All [****]*	<ul style="list-style-type: none"> • Systems Operations Center

	Milestone	Acceptance Criteria	Completion Date
1.	On-Shore Knowledge Capture	<ul style="list-style-type: none"> • Sign-off of Knowledge Acquisition Phase (KAP) exit criteria as mutually agreed during planning phase • Completion of draft system and maintenance technical document (SMTD) 	[****]*
2.	Approval for Service Proofing	<ul style="list-style-type: none"> • Sign-off of Supplier's achievement of the shadow support phase exit criteria • Creation and LS&Co signoff of draft procedures manual • Completion and LS&Co. signoff of site readiness assessment • Completion and LS&Co. signoff of IT readiness assessment 	[****]*
3.	100% Go-Live	<ul style="list-style-type: none"> • Transfer of 100% of the in-scope activities and work volume from LS&Co. to Supplier as agreed to in the Exit criteria • Completion and LS&Co. signoff of go-live checklist • Elimination of work performance from 	[****]*

	Milestone	Acceptance Criteria	Completion Date
		LS&Co. agents who previously performed the activities except for support for stabilization	

Bundle	Wave	Countries	Functions
1	4	[****]*	<ul style="list-style-type: none"> Network Operations Center (WAN Operations, Data Services, Voice Services, Network Security)

	Milestone	Acceptance Criteria	Completion Date
1.	On-Shore Knowledge Capture	<ul style="list-style-type: none"> Sign-off of Knowledge Acquisition Phase (KAP) exit criteria as mutually agreed during planning phase Completion of draft system and maintenance technical document (SMTD) 	[****]*
2.	Approval for Service Proofing	<ul style="list-style-type: none"> Sign-off of Supplier's achievement of the shadow support phase exit criteria Creation and LS&Co signoff of draft procedures manual Completion and LS&Co. signoff of site readiness assessment Completion and LS&Co. signoff of IT readiness assessment 	[****]*
3.	100% Go-Live	<ul style="list-style-type: none"> Transfer of 100% of the in-scope activities and work volume from LS&Co. to Supplier as agreed to in the Exit criteria Completion and LS&Co. signoff of go-live checklist Elimination of work performance from LS&Co. agents who previously performed the activities except for support for stabilization 	[****]*

Bundle	Wave	Countries	Functions
1	5	[****]*	<ul style="list-style-type: none"> Enterprise Security Services (SAP & GRC, Application Security, Data Security, Infrastructure Security)

Milestone	Acceptance Criteria	Completion Date
1. On-Shore Knowledge Capture	<ul style="list-style-type: none"> Sign-off of Knowledge Acquisition Phase (KAP) exit criteria as mutually agreed during planning phase Completion of draft system and maintenance technical document (SMTD) 	[****]*
2. Approval for Service Proofing	<ul style="list-style-type: none"> Sign-off of Supplier's achievement of the shadow support phase exit criteria Creation and LS&Co signoff of draft procedures manual Completion and LS&Co. signoff of site readiness assessment Completion and LS&Co. signoff of IT readiness assessment 	[****]*
3. 100% Go-Live	<ul style="list-style-type: none"> Transfer of 100% of the in-scope activities and work volume from LS&Co. to Supplier as agreed to in the Exit criteria Completion and LS&Co. signoff of go-live checklist Elimination of work performance from LS&Co. agents who previously performed the activities except for support for stabilization 	[****]*

Bundle 1 Phase 1 ([**]* – Customer Services)**

Bundle	Wave	Countries	Functions
1	1	[****]*	<ul style="list-style-type: none"> Order Management Preliminary Order Processing (POP) Dispute Management Returns Reporting Other Customer Service Activities

Milestone	Acceptance Criteria	Completion Date
1. On-Shore Knowledge Capture	<ul style="list-style-type: none"> Creation and LS&Co. signoff of draft procedures manual Creation and LS&Co. signoff of 	[****]*

	Milestone	Acceptance Criteria	Completion Date
		process maps	
2.	Approval for Service Proofing	<ul style="list-style-type: none"> • Completion and LS&Co. signoff of site readiness assessment • Completion and LS&Co. signoff of go-live checklist • Completion and LS&Co. signoff of IT readiness assessment 	[****]*
3.	100% Go-Live	<ul style="list-style-type: none"> • Transfer of 100% of the in-scope processes and work volume from LS&Co. to Supplier • Elimination of work performance from LS&Co. agents who previously performed the process except for process support for stabilization 	[****]*

Bundle	Wave	Countries	Functions
1	2	[****]*	<ul style="list-style-type: none"> • Order Management • Preliminary Order Processing (POP) • Dispute Management • Returns • Reporting • Other Customer Service Activities

	Milestone	Acceptance Criteria	Completion Date
1.	On-Shore Knowledge Capture	<ul style="list-style-type: none"> • Creation and LS&Co. signoff of draft procedures manual • Creation and LS&Co. signoff of process maps 	[****]*
2.	Approval for Service Proofing	<ul style="list-style-type: none"> • Completion and LS&Co. signoff of site readiness assessment • Completion and LS&Co. signoff of go-live checklist • Completion and LS&Co. signoff of IT readiness assessment 	[****]*
3.	100% Go-Live	<ul style="list-style-type: none"> • Transfer of 100% of the in-scope processes and work volume from LS&Co. to Supplier • Elimination of work performance from LS&Co. agents who previously performed the process except for process support for stabilization 	[****]*

Bundle 1 Phase 2 ([**]* – HR)**

Bundle	Wave	Countries	Functions
1	1	• [****]*	<ul style="list-style-type: none"> • Employee Relations • Leave Management • Recruiting • Offboarding • Benefits Administration • Compensation Administration • Performance Management • Employee Data Management / HRIS

	Milestone	Acceptance Criteria	Completion Date
1.	On-Shore Knowledge Capture	<ul style="list-style-type: none"> • Creation and LS&Co. signoff of draft procedures manual • Creation and LS&Co. signoff of process maps 	[****]*
2.	Approval for Service Proofing	<ul style="list-style-type: none"> • Completion and LS&Co. signoff of site readiness assessment • Completion and LS&Co. signoff of go-live checklist • Completion and LS&Co. signoff of IT readiness assessment 	[****]*
3.	100% Go-Live	<ul style="list-style-type: none"> • Transfer of 100% of the in-scope processes and work volume from LS&Co. to Supplier • Elimination of work performance from LS&Co. agents who previously performed the process except for process support for stabilization 	[****]*

Bundle	Wave	Countries	Functions
1	2	• [****]*	<ul style="list-style-type: none"> • Employee Relations • Leave Management • Recruiting • Offboarding • Benefits Administration • Compensation Administration • Performance Management • Employee Data Management / HRIS

	Milestone	Acceptance Criteria	Completion Date
1.	On-Shore Knowledge	<ul style="list-style-type: none"> • Creation and LS&Co. signoff of draft procedures manual 	[****]*

	Milestone	Acceptance Criteria	Completion Date
	Capture	<ul style="list-style-type: none"> • Creation and LS&Co. signoff of process maps 	
2.	Approval for Service Proofing	<ul style="list-style-type: none"> • Completion and LS&Co. signoff of site readiness assessment • Completion and LS&Co. signoff of go-live checklist • Completion and LS&Co. signoff of IT readiness assessment 	[****]*
3.	100% Go-Live	<ul style="list-style-type: none"> • Transfer of 100% of the in-scope processes and work volume from LS&Co. to Supplier • Elimination of work performance from LS&Co. agents who previously performed the process except for process support for stabilization 	[****]*

Bundle	Wave	Countries	Functions
1	3	• [****]*	<ul style="list-style-type: none"> • Employee Relations • Leave Management • Recruiting • Offboarding • Benefits Administration • Compensation Administration • Performance Management • Employee Data Management / HRIS

	Milestone	Acceptance Criteria	Completion Date
1.	On-Shore Knowledge Capture	<ul style="list-style-type: none"> • Creation and LS&Co. signoff of draft procedures manual • Creation and LS&Co. signoff of process maps 	[****]*
2.	Approval for Service Proofing	<ul style="list-style-type: none"> • Completion and LS&Co. signoff of site readiness assessment • Completion and LS&Co. signoff of go-live checklist • Completion and LS&Co. signoff of IT readiness assessment 	[****]*
3.	100% Go-Live	<ul style="list-style-type: none"> • Transfer of 100% of the in-scope processes and work volume from LS&Co. to Supplier • Elimination of work performance from 	[****]*

Milestone	Acceptance Criteria	Completion Date
	LS&Co. agents who previously performed the process except for process support for stabilization	

Bundle 1 Phase 2 ([**]* – Finance)**

Bundle	Wave	Countries	Functions
1	1 (Finance)	[****]*	<ul style="list-style-type: none"> • Accounts Payable • Accounts Receivable • Technology and Master data • Fixed Assets • All Quattro scope

Milestone	Acceptance Criteria	Completion Date
1. On-Shore Knowledge Capture	<ul style="list-style-type: none"> • Creation and LS&Co. signoff of draft procedures manual • Creation and LS&Co. signoff of process maps 	[****]*
2. Approval for Service Proofing	<ul style="list-style-type: none"> • Completion and LS&Co. signoff of site readiness assessment • Completion and LS&Co. signoff of go-live checklist • Completion and LS&Co. signoff of IT readiness assessment 	[****]*
3. 100% Go-Live	<ul style="list-style-type: none"> • Transfer of 100% of the in-scope processes and work volume from LS&Co. to Supplier • Elimination of work performance from LS&Co. agents who previously performed the process except for process support for stabilization 	[****]*

Bundle	Wave	Countries	Functions
1	2 (Finance)	[****]*	<ul style="list-style-type: none"> • Accounts Payable • Travel & Expense Processing • Accounts Receivable • General Accounting • Inventory Accounting • Treasury Transactions • Internal Reporting • Procurement Enablement • Technology and Master Data

	Milestone	Acceptance Criteria	Completion Date
1.	On-Shore Knowledge Capture	<ul style="list-style-type: none"> • Creation and LS&Co. signoff of draft procedures manual • Creation and LS&Co. signoff of process maps 	[****]*
2.	Approval for Service Proofing	<ul style="list-style-type: none"> • Completion and LS&Co. signoff of site readiness assessment • Completion and LS&Co. signoff of go-live checklist • Completion and LS&Co. signoff of IT readiness assessment 	[****]*
3.	100% Go-Live	<ul style="list-style-type: none"> • Transfer of 100% of the in-scope processes and work volume from LS&Co. to Supplier • Elimination of work performance from LS&Co. agents who previously performed the process except for process support for stabilization 	[****]*

Bundle	Wave	Countries	Functions
1	3 (Finance)	[****]*	<ul style="list-style-type: none"> • Direct Accounts Payable • General Accounting • Inventory Accounting • Internal Reporting

	Milestone	Acceptance Criteria	Completion Date
1.	On-Shore Knowledge Capture	<ul style="list-style-type: none"> • Creation and LS&Co. signoff of draft procedures manual • Creation and LS&Co. signoff of process maps 	[****]*
2.	Approval for Service Proofing	<ul style="list-style-type: none"> • Completion and LS&Co. signoff of site readiness assessment • Completion and LS&Co. signoff of go-live checklist • Completion and LS&Co. signoff of IT readiness assessment 	[****]*
3.	100% Go-Live	<ul style="list-style-type: none"> • Transfer of 100% of the in-scope processes and work volume from LS&Co. to Supplier • Elimination of work performance from LS&Co. agents who previously 	[****]*

	Milestone	Acceptance Criteria	Completion Date
		performed the process except for process support for stabilization	

Bundle	Wave	Countries	Functions
1	4 <i>(Finance)</i>	[****]*	<ul style="list-style-type: none"> • Accounts Payable • Cash Applications • Travel & Expense Processing • Accounts Receivable • General Accounting • Inventory Accounting • Internal Reporting • Treasury • Technology and Master Data

	Milestone	Acceptance Criteria	Completion Date
1.	On-Shore Knowledge Capture	<ul style="list-style-type: none"> • Creation and LS&Co. signoff of draft procedures manual • Creation and LS&Co. signoff of process maps 	[****]*
2.	Approval for Service Proofing	<ul style="list-style-type: none"> • Completion and LS&Co. signoff of site readiness assessment • Completion and LS&Co. signoff of go-live checklist • Completion and LS&Co. signoff of IT readiness assessment 	[****]*
3.	100% Go-Live	<ul style="list-style-type: none"> • Transfer of 100% of the in-scope processes and work volume from LS&Co. to Supplier • Elimination of work performance from LS&Co. agents who previously performed the process except for process support for stabilization 	[****]*

Bundle	Wave	Countries	Functions
1	1 <i>(Payroll)</i>	[****]*	<ul style="list-style-type: none"> • Payroll

	Milestone	Acceptance Criteria	Completion Date
1.	On-Shore Knowledge Capture	<ul style="list-style-type: none"> • Creation and LS&Co. signoff of draft procedures manual • Creation and LS&Co. signoff of process maps 	[****]*
2.	Approval for Service Proofing	<ul style="list-style-type: none"> • Completion and LS&Co. signoff of site readiness assessment • Completion and LS&Co. signoff of go-live checklist • Completion and LS&Co. signoff of IT readiness assessment 	[****]*
3.	100% Go-Live	<ul style="list-style-type: none"> • Transfer of 100% of the in-scope processes and work volume from LS&Co. to Supplier • Elimination of work performance from LS&Co. agents who previously performed the process except for process support for stabilization 	[****]*

Bundle	Wave	Countries	Functions
1	2 (Payroll)	[****]*	<ul style="list-style-type: none"> • Payroll

	Milestone	Acceptance Criteria	Completion Date
1.	On-Shore Knowledge Capture	<ul style="list-style-type: none"> • Creation and LS&Co. signoff of draft procedures manual • Creation and LS&Co. signoff of process maps 	[****]*
2.	Approval for Service Proofing	<ul style="list-style-type: none"> • Completion and LS&Co. signoff of site readiness assessment • Completion and LS&Co. signoff of go-live checklist • Completion and LS&Co. signoff of IT readiness assessment 	[****]*
3.	100% Go-Live	<ul style="list-style-type: none"> • Transfer of 100% of the in-scope processes and work volume from LS&Co. to Supplier • Elimination of work performance from LS&Co. agents who previously performed the process except for process support for stabilization 	[****]*

Bundle	Wave	Countries	Functions
1	3 (Payroll)	[****]*	<ul style="list-style-type: none"> • Payroll

	Milestone	Acceptance Criteria	Completion Date
1.	On-Shore Knowledge Capture	<ul style="list-style-type: none"> • Creation and LS&Co. signoff of draft procedures manual • Creation and LS&Co. signoff of process maps 	[****]*
2.	Approval for Service Proofing	<ul style="list-style-type: none"> • Completion and LS&Co. signoff of site readiness assessment • Completion and LS&Co. signoff of go-live checklist • Completion and LS&Co. signoff of IT readiness assessment 	[****]*
3.	100% Go-Live	<ul style="list-style-type: none"> • Transfer of 100% of the in-scope processes and work volume from LS&Co. to Supplier • Elimination of work performance from LS&Co. agents who previously performed the process except for process support for stabilization 	[****]*

Bundle 2 Phase 2 ([**]* – Finance)**

Bundle	Wave	Countries	Functions
2	1 (Finance)	Singapore [****]*	<ul style="list-style-type: none"> • Cash Management

	Milestone	Acceptance Criteria	Completion Date
1.	On-Shore Knowledge Capture	<ul style="list-style-type: none"> • Creation and LS&Co. signoff of draft procedures manual • Creation and LS&Co. signoff of 	[****]*

	Milestone	Acceptance Criteria	Completion Date
		process maps	
2.	Approval for Service Proofing	<ul style="list-style-type: none"> Completion and LS&Co. signoff of site readiness assessment Completion and LS&Co. signoff of go-live checklist Completion and LS&Co. signoff of IT readiness assessment 	[****]*
3.	100% Go-Live	<ul style="list-style-type: none"> Transfer of 100% of the in-scope processes and work volume from LS&Co. to Supplier Elimination of work performance from LS&Co. agents who previously performed the process except for process support for stabilization 	[****]*

Bundle	Wave	Countries	Functions
2	2 (Finance)	[****]*	<ul style="list-style-type: none"> Internal Reporting Treasury Transactions General Accounting Inventory Accounting (to be finalized during TA)

	Milestone	Acceptance Criteria	Completion Date
1.	On-Shore Knowledge Capture	<ul style="list-style-type: none"> Creation and LS&Co. signoff of draft procedures manual Creation and LS&Co. signoff of process maps 	[****]*
2.	Approval for Service Proofing	<ul style="list-style-type: none"> Completion and LS&Co. signoff of site readiness assessment Completion and LS&Co. signoff of go-live checklist Completion and LS&Co. signoff of IT readiness assessment 	[****]*
3.	100% Go-Live	<ul style="list-style-type: none"> Transfer of 100% of the in-scope processes and work volume from LS&Co. to Supplier Elimination of work performance from LS&Co. agents who previously performed the process except for process support for stabilization 	[****]*

Bundle 1 Phase 2 ([**]* - IT Applications)**

Bundle	Wave	Countries	Functions
1	1	All [****]*	<ul style="list-style-type: none"> • Corp & BI • eCommerce • Global Supply Chain • Retail

	Milestone	Acceptance Criteria	Completion Date
1.	On-Shore Knowledge Capture	<ul style="list-style-type: none"> • Sign-off of Knowledge Acquisition Phase (KAP) exit criteria as mutually agreed during planning phase • Completion of draft system maintenance and technical document (SMTD) 	[****]*
2.	Approval for Service Proofing	<ul style="list-style-type: none"> • Sign-off of shadow support phase exit criteria as mutually agreed during planning phase • Creation and LS&Co. signoff of draft procedures manual • Completion and LS&Co. signoff of site readiness assessment • Completion and LS&Co. signoff of IT readiness assessment 	[****]*
3.	100% Go-Live	<ul style="list-style-type: none"> • Completion and LS&Co. signoff of go-live checklist • Transfer of 100% of the in-scope activities and work volume from LS&Co. to Supplier • Elimination of work performance from LS&Co. agents who previously performed the activities except for support for stabilization 	[****]*

Bundle 1 Phase 2 ([**]* - IT Infrastructure)**

Bundle	Wave	Countries	Functions
1	1	All [****]*	<ul style="list-style-type: none"> • Corporate and Retail Service Desk

	Milestone	Acceptance Criteria	Completion Date
1.	On-Shore Knowledge	<ul style="list-style-type: none"> • Sign-off of Knowledge Acquisition Phase (KAP) exit criteria as mutually 	[****]*

	Milestone	Acceptance Criteria	Completion Date
	Capture	<p>agreed during planning phase</p> <ul style="list-style-type: none"> • Completion of the draft system and maintenance technical Document (SMTD) 	
2.	Approval for Service Proofing	<ul style="list-style-type: none"> • Sign-off of shadow support phase exit criteria as mutually agreed during planning phase • Creation and LS&Co. signoff of draft procedures manual • Completion and LS&Co. signoff of site readiness assessment • Completion and LS&Co. signoff of IT readiness assessment 	[****]*
3.	100% Go-Live	<ul style="list-style-type: none"> • Completion and LS&Co. signoff of go-live checklist • Transfer of 100% of the in-scope activities and work volume from LS&Co. to Supplier • Elimination of work performance from LS&Co. agents who previously performed the activities except for support for stabilization 	[****]*

Bundle	Wave	Countries	Functions
1	2	[****]*	<ul style="list-style-type: none"> • Corporate Offices • Retail Stores

	Milestone	Acceptance Criteria	Completion Date
1.	On-Shore Knowledge Capture	<ul style="list-style-type: none"> • Sign-off of Knowledge Acquisition Phase (KAP) exit criteria as mutually agreed during planning phase • Completion of the draft system and maintenance technical Document (SMTD) 	[****]*
2.	Approval for Service Proofing	<ul style="list-style-type: none"> • Sign-off of shadow support phase exit criteria as mutually agreed during planning phase • Creation and LS&Co. signoff of draft procedures manual • Completion and LS&Co. signoff of site readiness assessment 	[****]*

Milestone		Acceptance Criteria	Completion Date
		<ul style="list-style-type: none"> Completion and LS&Co. signoff of IT readiness assessment 	
3.	100% Go-Live	<ul style="list-style-type: none"> Completion and LS&Co. signoff of go-live checklist Transfer of 100% of the in-scope activities and work volume from LS&Co. to Supplier Elimination of work performance from LS&Co. agents who previously performed the activities except for support for stabilization 	[****]*

Bundle	Wave	Countries	Functions
1	3	[****]*	<ul style="list-style-type: none"> Corporate Offices Retail Stores

Milestone		Acceptance Criteria	Completion Date
1.	On-Shore Knowledge Capture	<ul style="list-style-type: none"> Sign-off of Knowledge Acquisition Phase (KAP) exit criteria as mutually agreed during planning phase Completion of the draft system and maintenance technical Document (SMTD) 	[****]*
2.	Approval for Service Proofing	<ul style="list-style-type: none"> Sign-off of shadow support phase exit criteria as mutually agreed during planning phase Creation and LS&Co. signoff of draft procedures manual Completion and LS&Co. signoff of site readiness assessment Completion and LS&Co. signoff of IT readiness assessment 	[****]*
3.	100% Go-Live	<ul style="list-style-type: none"> Completion and LS&Co. signoff of go-live checklist Transfer of 100% of the in-scope activities and work volume from LS&Co. to Supplier Elimination of work performance from LS&Co. agents who previously performed the activities except for 	[****]*

	Milestone	Acceptance Criteria	Completion Date
		support for stabilization	

Bundle	Wave	Countries	Functions
1	4	[****]*	<ul style="list-style-type: none"> • Corporate Offices • Retail Stores

	Milestone	Acceptance Criteria	Completion Date
1.	On-Shore Knowledge Capture	<ul style="list-style-type: none"> • Sign-off of Knowledge Acquisition Phase (KAP) exit criteria as mutually agreed during planning phase • Completion of the draft system and maintenance technical Document (SMTD) 	[****]*
2.	Approval for Service Proofing	<ul style="list-style-type: none"> • Sign-off of shadow support phase exit criteria as mutually agreed during planning phase • Creation and LS&Co. signoff of draft procedures manual • Completion and LS&Co. signoff of site readiness assessment • Completion and LS&Co. signoff of IT readiness assessment 	[****]*
3.	100% Go-Live	<ul style="list-style-type: none"> • Completion and LS&Co. signoff of go-live checklist • Transfer of 100% of the in-scope activities and work volume from LS&Co. to Supplier • Elimination of work performance from LS&Co. agents who previously performed the activities except for support for stabilization 	[****]*

Bundle	Wave	Countries	Functions
1	5	Rest of [****]** - Remote	<ul style="list-style-type: none"> • Corporate Offices • Retail Stores

	Milestone	Acceptance Criteria	Completion Date
1.	On-Shore	<ul style="list-style-type: none"> • Sign-off of Knowledge Acquisition 	[****]*

	Milestone	Acceptance Criteria	Completion Date
	Knowledge Capture	Phase (KAP) exit criteria as mutually agreed during planning phase <ul style="list-style-type: none"> • Completion of the draft system and maintenance technical Document (SMTD) 	
2.	Approval for Service Proofing	<ul style="list-style-type: none"> • Sign-off of shadow support phase exit criteria as mutually agreed during planning phase • Creation and LS&Co. signoff of draft procedures manual • Completion and LS&Co. signoff of site readiness assessment • Completion and LS&Co. signoff of IT readiness assessment 	[****]*
3.	100% Go-Live	<ul style="list-style-type: none"> • Completion and LS&Co. signoff of go-live checklist • Transfer of 100% of the in-scope activities and work volume from LS&Co. to Supplier • Elimination of work performance from LS&Co. agents who previously performed the activities except for support for stabilization 	[****]*

Bundle	Wave	Countries	Functions
1	6	All [****]*	<ul style="list-style-type: none"> • System Operations Center

	Milestone	Acceptance Criteria	Completion Date
1.	On-Shore Knowledge Capture	<ul style="list-style-type: none"> • Sign-off of Knowledge Acquisition Phase (KAP) exit criteria as mutually agreed during planning phase • Completion of the draft system and maintenance technical document (SMTD) 	[****]*
2.	Approval for Service Proofing	<ul style="list-style-type: none"> • Sign-off of shadow support phase exit criteria as mutually agreed during planning phase • Creation and LS&Co. signoff of draft 	[****]*

Milestone	Acceptance Criteria	Completion Date
	<ul style="list-style-type: none"> procedures manual • Completion and LS&Co. signoff of site readiness assessment • Completion and LS&Co. signoff of IT readiness assessment 	
3. 100% Go-Live	<ul style="list-style-type: none"> • Completion and LS&Co. signoff of go-live checklist • Transfer of 100% of the in-scope activities and work volume from LS&Co. to Supplier • Elimination of work performance from LS&Co. agents who previously performed the activities except for support for stabilization 	[****]*

Bundle 1 Phase 2 ([**]* - Customer Service)**

Bundle	Wave	Countries	Functions
1	1	[****]*	<ul style="list-style-type: none"> • Order Management • Preliminary Order Processing (POP) • Dispute Management • Returns • Reporting • Other Customer Service Activities

Milestone	Acceptance Criteria	Completion Date
1. On-Shore Knowledge Capture	<ul style="list-style-type: none"> • Creation and LS&Co. signoff of draft procedures manual • Creation and LS&Co. signoff of process maps 	[****]*
2. Approval for Service Proofing	<ul style="list-style-type: none"> • Completion and LS&Co. signoff of site readiness assessment • Completion and LS&Co. signoff of go-live checklist • Completion and LS&Co. signoff of IT readiness assessment 	[****]*
3. 100% Go-Live	<ul style="list-style-type: none"> • Transfer of 100% of the in-scope processes and work volume from 	[****]*

Milestone	Acceptance Criteria	Completion Date
	LS&Co. to Supplier • Elimination of work performance from LS&Co. agents who previously performed the process except for process support for stabilization	

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Bundle	Wave	Countries	Functions
1	2	[****]*	• Order Management • Preliminary Order Processing (POP) • Dispute Management • Returns • Reporting • Other Customer Service Activities

Milestone	Acceptance Criteria	Completion Date
1. On-Shore Knowledge Capture	• Creation and LS&Co. signoff of draft procedures manual • Creation and LS&Co. signoff of process maps	[****]*
2. Approval for Service Proofing	• Completion and LS&Co. signoff of site readiness assessment • Completion and LS&Co. signoff of go-live checklist • Completion and LS&Co. signoff of IT readiness assessment	[****]*
3. 100% Go-Live	• Transfer of 100% of the in-scope processes and work volume from LS&Co. to Supplier • Elimination of work performance from LS&Co. agents who previously performed the process except for process support for stabilization	[****]*

Bundle	Wave	Countries	Functions
1	3	[****]*	• Order Management • Preliminary Order Processing (POP) • Dispute Management • Returns • Reporting • Other Customer Service Activities

	Milestone	Acceptance Criteria	Completion Date
1.	On-Shore Knowledge Capture	<ul style="list-style-type: none"> • Creation and LS&Co. signoff of draft procedures manual • Creation and LS&Co. signoff of process maps 	[****]*
2.	Approval for Service Proofing	<ul style="list-style-type: none"> • Completion and LS&Co. signoff of site readiness assessment • Completion and LS&Co. signoff of go-live checklist • Completion and LS&Co. signoff of IT readiness assessment 	[****]*
3.	100% Go-Live	<ul style="list-style-type: none"> • Transfer of 100% of the in-scope processes and work volume from LS&Co. to Supplier • Elimination of work performance from LS&Co. agents who previously performed the process except for process support for stabilization 	[****]*

Bundle 1 Phase 2 ([**]* - Consumer Relations)**

Bundle	Wave	Countries	Functions
1	1	[****]*	<ul style="list-style-type: none"> • Contact Handling & Resolution

	Milestone	Acceptance Criteria	Completion Date
1.	On-Shore Knowledge Capture	<ul style="list-style-type: none"> • Creation and LS&Co. signoff of draft procedures manual • Creation and LS&Co. signoff of process maps 	[****]*
2.	Approval for Service Proofing	<ul style="list-style-type: none"> • Completion and LS&Co. signoff of site readiness assessment • Completion and LS&Co. signoff of go-live checklist 	[****]*

	Milestone	Acceptance Criteria	Completion Date
		<ul style="list-style-type: none"> Completion and LS&Co. signoff of IT readiness assessment 	
3.	100% Go-Live	<ul style="list-style-type: none"> Transfer of 100% of the in-scope processes and work volume from LS&Co. to Supplier Elimination of work performance from LS&Co. agents who previously performed the process except for process support for stabilization 	[****]*

Bundle	Wave	Countries	Functions
1	2	[****]*	<ul style="list-style-type: none"> Contact Handling & Resolution

	Milestone	Acceptance Criteria	Completion Date
1.	On-Shore Knowledge Capture	<ul style="list-style-type: none"> Creation and LS&Co. signoff of draft procedures manual Creation and LS&Co. signoff of process maps 	[****]*
2.	Approval for Service Proofing	<ul style="list-style-type: none"> Completion and LS&Co. signoff of site readiness assessment Completion and LS&Co. signoff of go-live checklist Completion and LS&Co. signoff of IT readiness assessment 	[****]*
3.	100% Go-Live	<ul style="list-style-type: none"> Transfer of 100% of the in-scope processes and work volume from LS&Co. to Supplier Elimination of work performance from LS&Co. agents who previously performed the process except for process support for stabilization 	[****]*

Bundle 1 Phase 3 ([**]* – HR)**

Bundle	Wave	Countries	Functions
1	1	[****]*	<ul style="list-style-type: none"> Employee Relations Leave Management Recruitment Offboarding Benefits Administration

		<ul style="list-style-type: none"> • Compensation Administration • Performance Management • Employee Data Management / HRIS
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	Milestone	Acceptance Criteria	Completion Date
1.	On-Shore Knowledge Capture	<ul style="list-style-type: none"> • Creation and LS&Co. signoff of draft procedures manual • Creation and LS&Co. signoff of process maps 	[****]*
2.	Approval for Service Proofing	<ul style="list-style-type: none"> • Completion and LS&Co. signoff of site readiness assessment • Completion and LS&Co. signoff of go-live checklist • Completion and LS&Co. signoff of IT readiness assessment 	[****]*
3.	100% Go-Live	<ul style="list-style-type: none"> • Transfer of 100% of the in-scope processes and work volume from LS&Co. to Supplier • Elimination of work performance from LS&Co. agents who previously performed the process except for process support for stabilization 	[****]*

Bundle	Wave	Countries	Functions
1	2	[****]*	<ul style="list-style-type: none"> • Employee Relations • Leave Management • Recruitment • Offboarding • Benefits Administration • Compensation Administration • Performance Management • Employee Data Management / HRIS

	Milestone	Acceptance Criteria	Completion Date
1.	On-Shore Knowledge Capture	<ul style="list-style-type: none"> • Creation and LS&Co. signoff of draft procedures manual • Creation and LS&Co. signoff of process maps 	[****]*
2.	Approval for Service Proofing	<ul style="list-style-type: none"> • Completion and LS&Co. signoff of site readiness assessment • Completion and LS&Co. signoff of go- 	[****]*

	Milestone	Acceptance Criteria	Completion Date
		live checklist • Completion and LS&Co. signoff of IT readiness assessment	
3.	100% Go-Live	Transfer of 100% of the in-scope processes and work volume from LS&Co. to Supplier • Elimination of work performance from LS&Co. agents who previously performed the process except for process support for stabilization	[****]*

Bundle	Wave	Countries	Functions
1	3	[****]*	• Employee Relations • Leave Management • Recruitment • Offboarding • Benefits Administration • Compensation Administration • Performance Management • Employee Data Management / HRIS

	Milestone	Acceptance Criteria	Completion Date
1.	On-Shore Knowledge Capture	• Creation and LS&Co. signoff of draft procedures manual • Creation and LS&Co. signoff of process maps	[****]*
2.	Approval for Service Proofing	• Completion and LS&Co. signoff of site readiness assessment • Completion and LS&Co. signoff of go-live checklist • Completion and LS&Co. signoff of IT readiness assessment	[****]*
3.	100% Go-Live	Transfer of 100% of the in-scope processes and work volume from LS&Co. to Supplier • Elimination of work performance from LS&Co. agents who previously performed the process except for process support for stabilization	[****]*

Bundle	Wave	Countries	Functions

1	4	[****]*	<ul style="list-style-type: none"> • Employee Relations • Leave Management • Recruitment • Offboarding • Benefits Administration • Compensation Administration • Performance Management • Employee Data Management / HRIS
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	Milestone	Acceptance Criteria	Completion Date
1.	On-Shore Knowledge Capture	<ul style="list-style-type: none"> • Creation and LS&Co. signoff of draft procedures manual • Creation and LS&Co. signoff of process maps 	[****]*
2.	Approval for Service Proofing	<ul style="list-style-type: none"> • Completion and LS&Co. signoff of site readiness assessment • Completion and LS&Co. signoff of go-live checklist • Completion and LS&Co. signoff of IT readiness assessment 	[****]*
3.	100% Go-Live	<ul style="list-style-type: none"> • Transfer of 100% of the in-scope processes and work volume from LS&Co. to Supplier • Elimination of work performance from LS&Co. agents who previously performed the process except for process support for stabilization 	[****]*

Bundle 1 Phase 3 ([**]* – Finance & Payroll)**

Bundle	Wave	Countries	Functions
1	1 (Finance)	[****]*	<ul style="list-style-type: none"> • Accounts Payable • Travel & Expense Processing • Accounts Receivable • General Accounting • Inventory Accounting • Treasury Transactions • Internal Reporting • Procurement Enablement • Technology and Master Data

	Milestone	Acceptance Criteria	Completion Date
1.	On-Shore Knowledge Capture	<ul style="list-style-type: none"> • Creation and LS&Co. signoff of draft procedures manual • Creation and LS&Co. signoff of process maps 	[****]*
2.	Approval for Service Proofing	<ul style="list-style-type: none"> • Completion and LS&Co. signoff of site readiness assessment • Completion and LS&Co. signoff of go-live checklist • Completion and LS&Co. signoff of IT readiness assessment 	[****]*
3.	100% Go-Live	<ul style="list-style-type: none"> • Transfer of 100% of the in-scope processes and work volume from LS&Co. to Supplier • Elimination of work performance from LS&Co. agents who previously performed the process except for process support for stabilization 	[****]*

Bundle	Wave	Countries	Functions
1	1 (Payroll)	[****]*	<ul style="list-style-type: none"> • Payroll

	Milestone	Acceptance Criteria	Completion Date
1.	On-Shore Knowledge Capture	<ul style="list-style-type: none"> • Creation and LS&Co. signoff of draft procedures manual • Creation and LS&Co. signoff of process maps 	[****]*
2.	Approval for Service Proofing	<ul style="list-style-type: none"> • Completion and LS&Co. signoff of site readiness assessment • Completion and LS&Co. signoff of go-live checklist • Completion and LS&Co. signoff of IT readiness assessment 	[****]*
3.	100% Go-Live	<ul style="list-style-type: none"> • Transfer of 100% of the in-scope processes and work volume from LS&Co. to Supplier • Elimination of work performance from LS&Co. agents who previously performed the process except for process support for stabilization 	[****]*

Bundle	Wave	Countries	Functions
1	2 (Payroll)	[****]*	<ul style="list-style-type: none"> • Payroll

	Milestone	Acceptance Criteria	Completion Date
1.	On-Shore Knowledge Capture	<ul style="list-style-type: none"> • Creation and LS&Co. signoff of draft procedures manual • Creation and LS&Co. signoff of process maps 	[****]*
2.	Approval for Service Proofing	<ul style="list-style-type: none"> • Completion and LS&Co. signoff of site readiness assessment • Completion and LS&Co. signoff of go-live checklist • Completion and LS&Co. signoff of IT readiness assessment 	[****]*
3.	100% Go-Live	<ul style="list-style-type: none"> • Transfer of 100% of the in-scope processes and work volume from LS&Co. to Supplier • Elimination of work performance from LS&Co. agents who previously performed the process except for process support for stabilization 	[****]*

Bundle	Wave	Countries	Functions
1	3 (Payroll)	[****]*	<ul style="list-style-type: none"> • Payroll

	Milestone	Acceptance Criteria	Completion Date
1.	On-Shore Knowledge Capture	<ul style="list-style-type: none"> • Creation and LS&Co. signoff of draft procedures manual • Creation and LS&Co. signoff of process maps 	[****]*
2.	Approval for Service Proofing	<ul style="list-style-type: none"> • Completion and LS&Co. signoff of site readiness assessment • Completion and LS&Co. signoff of go-live checklist • Completion and LS&Co. signoff of IT readiness assessment 	[****]*
3.	100% Go-Live	<ul style="list-style-type: none"> • Transfer of 100% of the in-scope processes and work volume from 	[****]*

Milestone	Acceptance Criteria	Completion Date
	LS&Co. to Supplier <ul style="list-style-type: none"> • Elimination of work performance from LS&Co. agents who previously performed the process except for process support for stabilization 	

Bundle	Wave	Countries	Functions
1	4 (Payroll)	[****]*	<ul style="list-style-type: none"> • Payroll

Milestone	Acceptance Criteria	Completion Date
1. On-Shore Knowledge Capture	<ul style="list-style-type: none"> • Creation and LS&Co. signoff of draft procedures manual • Creation and LS&Co. signoff of process maps 	[****]*
2. Approval for Service Proofing	<ul style="list-style-type: none"> • Completion and LS&Co. signoff of site readiness assessment • Completion and LS&Co. signoff of go-live checklist • Completion and LS&Co. signoff of IT readiness assessment 	[****]*
3. 100% Go-Live	<ul style="list-style-type: none"> • Transfer of 100% of the in-scope processes and work volume from LS&Co. to Supplier • Elimination of work performance from LS&Co. agents who previously performed the process except for process support for stabilization 	[****]*

Bundle 2 Phase 3 ([**]* – Finance)**

Bundle	Wave	Countries	Functions
2	1 (Finance)	[****]*	<ul style="list-style-type: none"> • All Processes

	Milestone	Acceptance Criteria	Completion Date
1.	On-Shore Knowledge Capture	<ul style="list-style-type: none"> • Creation and LS&Co. signoff of draft procedures manual • Creation and LS&Co. signoff of process maps 	[****]*
2.	Approval for Service Proofing	<ul style="list-style-type: none"> • Completion and LS&Co. signoff of site readiness assessment • Completion and LS&Co. signoff of go-live checklist • Completion and LS&Co. signoff of IT readiness assessment 	[****]*
3.	100% Go-Live	<ul style="list-style-type: none"> • Transfer of 100% of the in-scope processes and work volume from LS&Co. to Supplier • Elimination of work performance from LS&Co. agents who previously performed the process except for process support for stabilization 	[****]*

Bundle	Wave	Countries	Functions
2	2 (Finance)	[****]*	<ul style="list-style-type: none"> • All Processes

	Milestone	Acceptance Criteria	Completion Date
4.	On-Shore Knowledge Capture	<ul style="list-style-type: none"> • Creation and LS&Co. signoff of draft procedures manual • Creation and LS&Co. signoff of process maps 	[****]*
5.	Approval for Service Proofing	<ul style="list-style-type: none"> • Completion and LS&Co. signoff of site readiness assessment • Completion and LS&Co. signoff of go-live checklist • Completion and LS&Co. signoff of IT readiness assessment 	[****]*
6.	100% Go-Live	<ul style="list-style-type: none"> • Transfer of 100% of the in-scope processes and work volume from LS&Co. to Supplier • Elimination of work performance from LS&Co. agents who previously performed the process except for process support for stabilization 	[****]*

Bundle 1 Phase 3 ([**]* - IT Applications)**

Bundle	Wave	Countries	Functions
1	1	All [****]* (Excludes [****]*)	<ul style="list-style-type: none"> • eCommerce (Hybris)

	Milestone	Acceptance Criteria	Completion Date
1.	On-Shore Knowledge Capture	<ul style="list-style-type: none"> • Sign-off of Knowledge Acquisition Phase (KAP) exit criteria as mutually agreed during planning phase • Completion of the draft system and maintenance technical Document (SMTD) 	[****]*
2.	Approval for Service Proofing	<ul style="list-style-type: none"> • Sign-off of shadow support phase exit criteria as mutually agreed during planning phase • Creation and LS&Co. signoff of draft procedures manual • Completion and LS&Co. signoff of site readiness assessment • Completion and LS&Co. signoff of IT readiness assessment 	[****]*
3.	100% Go-Live	<ul style="list-style-type: none"> • Completion and LS&Co. signoff of go-live checklist • Transfer of 100% of the in-scope activities and work volume from LS&Co. to Supplier • Elimination of work performance from LS&Co. agents who previously performed the activities except for support for stabilization 	[****]*

Bundle	Wave	Countries	Functions
1	2	All [****]* ([****]*)	<ul style="list-style-type: none"> • Retail • Global Supply Chain

	Milestone	Acceptance Criteria	Completion Date

	Milestone	Acceptance Criteria	Completion Date
1.	On-Shore Knowledge Capture	<ul style="list-style-type: none"> Sign-off of Knowledge Acquisition Phase (KAP) exit criteria as mutually agreed during planning phase Completion of the draft system and maintenance technical Document (SMTD) 	[****]*
2.	Approval for Service Proofing	<ul style="list-style-type: none"> Sign-off of shadow support phase exit criteria as mutually agreed during planning phase Creation and LS&Co. signoff of draft procedures manual Completion and LS&Co. signoff of site readiness assessment Completion and LS&Co. signoff of IT readiness assessment 	[****]*
3.	100% Go-Live	<ul style="list-style-type: none"> Completion and LS&Co. signoff of go-live checklist Transfer of 100% of the in-scope activities and work volume from LS&Co. to Supplier Elimination of work performance from LS&Co. agents who previously performed the activities except for support for stabilization 	[****]*

Bundle 1 Phase 3 ([**]* - IT Infrastructure)**

Bundle	Wave	Countries	Functions
1	1	All [****]*	<ul style="list-style-type: none"> Corporate Service Retail Service Desk

	Milestone	Acceptance Criteria	Completion Date
1.	On-Shore Knowledge Capture	<ul style="list-style-type: none"> Sign-off of Knowledge Acquisition Phase (KAP) exit criteria as mutually agreed during planning phase Completion of the draft system and maintenance technical Document (SMTD) 	[****]*
2.	Approval for Service Proofing	<ul style="list-style-type: none"> Sign-off of shadow support phase exit criteria as mutually agreed during planning phase Creation and LS&Co. signoff of draft 	[****]*

	Milestone	Acceptance Criteria	Completion Date
		<ul style="list-style-type: none"> procedures manual • Completion and LS&Co. signoff of site readiness assessment • Completion and LS&Co. signoff of IT readiness assessment 	
3.	100% Go-Live	<ul style="list-style-type: none"> • Completion and LS&Co. signoff of go-live checklist • Transfer of 100% of the in-scope activities and work volume from LS&Co. to Supplier • Elimination of work performance from LS&Co. agents who previously performed the activities except for support for stabilization 	[****]*

Bundle	Wave	Countries	Functions
1	2	All [****]*	<ul style="list-style-type: none"> • System Operation Center

	Milestone	Acceptance Criteria	Completion Date
1.	On-Shore Knowledge Capture	<ul style="list-style-type: none"> • Sign-off of Knowledge Acquisition Phase (KAP) exit criteria as mutually agreed during planning phase • Completion of the draft system and maintenance technical Document (SMTD) 	[****]*
2.	Approval for Service Proofing	<ul style="list-style-type: none"> • Sign-off of shadow support phase exit criteria as mutually agreed during planning phase • Creation and LS&Co. signoff of draft procedures manual • Completion and LS&Co. signoff of site readiness assessment • Completion and LS&Co. signoff of IT readiness assessment 	[****]*
3.	100% Go-Live	<ul style="list-style-type: none"> • Completion and LS&Co. signoff of go-live checklist • Transfer of 100% of the in-scope activities and work volume from LS&Co. to Supplier • Elimination of work performance from LS&Co. agents who previously performed the activities except for 	[****]*

	Milestone	Acceptance Criteria	Completion Date
		support for stabilization	

Bundle	Wave	Countries	Functions
1	3	[****]*	<ul style="list-style-type: none"> • Corporate Offices • Retail Stores

	Milestone	Acceptance Criteria	Completion Date
1.	On-Shore Knowledge Capture	<ul style="list-style-type: none"> • Sign-off of Knowledge Acquisition Phase (KAP) exit criteria as mutually agreed during planning phase • Completion of the draft system and maintenance technical Document (SMTD) 	[****]*
2.	Approval for Service Proofing	<ul style="list-style-type: none"> • Sign-off of shadow support phase exit criteria as mutually agreed during planning phase • Creation and LS&Co. signoff of draft procedures manual • Completion and LS&Co. signoff of site readiness assessment • Completion and LS&Co. signoff of IT readiness assessment 	[****]*
3.	100% Go-Live	<ul style="list-style-type: none"> • Completion and LS&Co. signoff of go-live checklist • Transfer of 100% of the in-scope activities and work volume from LS&Co. to Supplier • Elimination of work performance from LS&Co. agents who previously performed the activities except for support for stabilization 	[****]*

Bundle	Wave	Countries	Functions
1	4	[****]* and [****]*	<ul style="list-style-type: none"> • Corporate Offices • Retail Stores

	Milestone	Acceptance Criteria	Completion Date
4.	On-Shore Knowledge	<ul style="list-style-type: none"> • Sign-off of Knowledge Acquisition Phase (KAP) exit criteria as mutually 	[****]*

Milestone		Acceptance Criteria	Completion Date
	Capture	<p>agreed during planning phase</p> <ul style="list-style-type: none"> • Completion of the draft system and maintenance technical Document (SMTD) 	
5.	Approval for Service Proofing	<ul style="list-style-type: none"> • Sign-off of shadow support phase exit criteria as mutually agreed during planning phase • Creation and LS&Co. signoff of draft procedures manual • Completion and LS&Co. signoff of site readiness assessment • Completion and LS&Co. signoff of IT readiness assessment 	[****]*
6.	100% Go-Live	<ul style="list-style-type: none"> • Completion and LS&Co. signoff of go-live checklist • Transfer of 100% of the in-scope activities and work volume from LS&Co. to Supplier • Elimination of work performance from LS&Co. agents who previously performed the activities except for support for stabilization 	[****]*

Bundle	Wave	Countries	Functions
1	5	Rest of [****]*	<ul style="list-style-type: none"> • Corporate Offices • Retail Stores

Milestone		Acceptance Criteria	Completion Date
7.	On-Shore Knowledge Capture	<ul style="list-style-type: none"> • Sign-off of Knowledge Acquisition Phase (KAP) exit criteria as mutually agreed during planning phase • Completion of the draft system and maintenance technical Document (SMTD) 	[****]*
8.	Approval for Service Proofing	<ul style="list-style-type: none"> • Sign-off of shadow support phase exit criteria as mutually agreed during planning phase • Creation and LS&Co. signoff of draft procedures manual • Completion and LS&Co. signoff of site readiness assessment • Completion and LS&Co. signoff of IT 	[****]*

	Milestone	Acceptance Criteria	Completion Date
		readiness assessment	
9.	100% Go-Live	<ul style="list-style-type: none"> • Completion and LS&Co. signoff of go-live checklist • Transfer of 100% of the in-scope activities and work volume from LS&Co. to Supplier • Elimination of work performance from LS&Co. agents who previously performed the activities except for support for stabilization 	[****]*

Bundle 1 Phase 3 ([**]* - Customer Service)**

Bundle	Wave	Countries	Functions
1	1	[****]*	<ul style="list-style-type: none"> • Order Management • Preliminary Order Processing (POP) • Dispute Management • Returns • Reporting • Accounts Receivable

	Milestone	Acceptance Criteria	Completion Date
1.	On-Shore Knowledge Capture	<ul style="list-style-type: none"> • Creation and LS&Co. signoff of draft procedures manual • Creation and LS&Co. signoff of process maps 	[****]*
2.	Approval for Service Proofing	<ul style="list-style-type: none"> • Completion and LS&Co. signoff of site readiness assessment • Completion and LS&Co. signoff of go-live checklist • Completion and LS&Co. signoff of IT readiness assessment 	[****]*
3.	100% Go-Live	<ul style="list-style-type: none"> • Transfer of 100% of the in-scope processes and work volume from LS&Co. to Supplier • Elimination of work performance from LS&Co. agents who previously performed the process except for process support for stabilization 	[****]*

Bundle	Wave	Countries	Functions
1	2	[****]*	<ul style="list-style-type: none"> Order Management Preliminary Order Processing (POP) Dispute Management Returns Reporting Accounts Receivable

	Milestone	Acceptance Criteria	Completion Date
1.	On-Shore Knowledge Capture	<ul style="list-style-type: none"> Creation and LS&Co. signoff of draft procedures manual Creation and LS&Co. signoff of process maps 	[****]*
2.	Approval for Service Proofing	<ul style="list-style-type: none"> Completion and LS&Co. signoff of site readiness assessment Completion and LS&Co. signoff of go-live checklist Completion and LS&Co. signoff of IT readiness assessment 	[****]*
3.	100% Go-Live	<ul style="list-style-type: none"> Transfer of 100% of the in-scope processes and work volume from LS&Co. to Supplier Elimination of work performance from LS&Co. agents who previously performed the process except for process support for stabilization 	[****]*

Bundle 1 Phase 3 ([**]* - Consumer Relations)**

Bundle	Wave	Countries	Functions
1	1	All [****]*	<ul style="list-style-type: none"> Contact Handling and Resolution

	Milestone	Acceptance Criteria	Completion Date
1.	On-Shore Knowledge	<ul style="list-style-type: none"> Creation and LS&Co. signoff of draft procedures manual 	[****]*

	Milestone	Acceptance Criteria	Completion Date
	Capture	<ul style="list-style-type: none"> • Creation and LS&Co. signoff of process maps 	
2.	Approval for Service Proofing	<ul style="list-style-type: none"> • Completion and LS&Co. signoff of site readiness assessment • Completion and LS&Co. signoff of go-live checklist • Completion and LS&Co. signoff of IT readiness assessment 	[****]*
3.	100% Go-Live	<ul style="list-style-type: none"> • Transfer of 100% of the in-scope processes and work volume from LS&Co. to Supplier • Elimination of work performance from LS&Co. agents who previously performed the process except for process support for stabilization 	[****]*

5. TRANSITION GOVERNANCE.

5.1 Transition Governance Roles. Detailed governance roles and responsibilities shall be established and documented by the Parties prior to the commencement of the Transition Services. At a minimum, Supplier's responsibilities shall include:

Role	Responsibilities
Transition Director	<ul style="list-style-type: none"> • Responsible for all aspects of the Transition Services • Interface with the LS&Co. Transition Lead • Identify/mitigate risks/issues/constraints • Provide status/breakdown of daily progress to the LS&Co. Transition Lead • Develop and maintain an integrated Transition Plan and manage performance of the Transition Services to meet the Transition Plan • Identify operational transition requirements, Transition Milestones, and objective assessment criteria • Identify, assemble, and deploy transition resources • Manage and oversee daily activities • Verify the completion of Transition Milestones • Provide status reports • Assign Individual Transition Managers for each Service Category • Manage escalation of transition issues • Lead transition team and transition management office • Coordinate Supplier Staff (and other required resources)
Individual Transition Managers per each Service Category per Region	<ul style="list-style-type: none"> • Report to the Supplier Transition Director • Provide status/breakdown of daily progress • Provide daily progress reports and issue escalation • Lead/drive the work streams

Role	Responsibilities
	<ul style="list-style-type: none"> • Responsible for the completion all tasks on-time • Responsible for escalations to the Supplier Transition Director • Ensure all work activities have been reviewed and documented • Develop process flows for all activities • Ensure identified gaps have been addressed • Review and obtain signoff from LS&Co. for all process flows/application and infrastructure Service Category • Work with Training Lead to ensure all training requirements have been documented • Ensures that all knowledge has been transferred as required • Other duties as assigned
Transition Lead (E.g. NOC, SOC, ESS, Service Desk, Deskside Support, Corp&BI, Global Supply Chain, Wholesale, Retail, eCommerce)	<p>Responsible for the infrastructure/technology components</p> <ul style="list-style-type: none"> • Report to the Supplier Transition Director • Provide status/breakdown of daily progress • Provide daily progress reports and issue escalation • Drive/lead infrastructure/technology work stream • Responsible for the completion all tasks on-time • Responsible for escalations to the Supplier Transition Director • Define requirements for Equipment and Software • Responsible for the identification and acquisition of infrastructure/technology resources to meet delivery dates as required • Other duties as assigned
System Access, Test and Implementation Lead	<p>Responsible for the coordination and execution of all activities to access required systems and applications, testing and acceptance</p> <ul style="list-style-type: none"> • Report to the Supplier Transition Director • Provide status/breakdown of daily progress • Provide daily progress reports and issue escalation • Drive/lead system access work stream • Responsible for the completion all tasks on-time • Responsible for escalations to the Supplier Transition Director • Define application modifications allowing adequate lead time for transition • Responsible for the identification and acquisition of IT resources to meet delivery dates as required • Define, document and prioritize change requests • Other duties as assigned
Performance Testing Lead	<p>Responsible for the coordination and execution of all performance testing</p> <ul style="list-style-type: none"> • Report to the Supplier Transition Director • Provide status/breakdown of daily progress • Provide daily progress reports and issue escalation • Drive/ lead performance testing work stream • Responsible for the completion all tasks on-time

Role	Responsibilities
	<ul style="list-style-type: none"> • Responsible for escalations to the Supplier Transition Director • Other duties as assigned
Production Readiness Lead	<ul style="list-style-type: none"> • Report to Supplier Transition Director • Provide status/breakdown of daily progress • Provide daily progress reports and issue escalation • Create test strategy • Create testing schedule • Track and report on variances • Coordinate variance resolution with appropriate teams • Conduct production readiness assessment • Drive user acceptance tests • Validate acceptance tests occur according to plan • Develop go-no-go/criteria
Reporting Lead (per Region)	<ul style="list-style-type: none"> • Report to the Supplier Transition Director • Provide status/breakdown of daily progress • Provide daily progress reports and issue escalation • Drive/lead reporting work stream • Responsible for the completion all tasks on-time • Responsible for escalations to the Supplier Transition Director • Coordinate reporting cutover • Other duties as assigned
Production Support Lead	<ul style="list-style-type: none"> • Report to the Supplier Transition Director • Provide status/breakdown of daily progress • Provide daily progress reports and issue escalation • Lead/drive the Supplier production support work stream • Responsible for the completion of all tasks on-time • Responsible for escalations to the Supplier Transition Director • Manage transition of production support vendor process • Ensure functional requirements and Service Levels are met
Process Lead	<ul style="list-style-type: none"> • Report to the Supplier Transition Director • Provide status/breakdown of daily progress • Provide daily progress reports and issue escalation • Lead/drive the process work stream • Responsible for the completion all tasks on-time • Responsible for escalations to the Supplier Transition Director • Develop process strategy • Inventory and assess materials gap • Develop process test cases as required • Review Supplier process documentation • Other duties as assigned
Training Lead	<ul style="list-style-type: none"> • Report to the Supplier Transition Director • Provide status/breakdown of daily progress • Provide daily progress reports and issue escalation • Lead/drive the training work stream • Responsible for the completion all tasks on-time • Responsible for escalations to the Supplier Transition Director

Role	Responsibilities
	<ul style="list-style-type: none"> • Develop training strategy • Develop go-no-go/pass-fail criteria • Inventory and assess materials gap • Develop curriculum • Develop training environment test plan • Schedule training delivery and resources • Review Supplier training documentation • Conduct dry run training with user group • Other duties as assigned

5.2 Change Management. In addition to the positions identified above, Supplier shall, provide [****]*FTEs to perform change management Services at the LS&Co. Service Locations to be agreed to by the Parties. The applicable Supplier Staff shall perform the change management Services for a period of [****]* weeks commencing on the date mutually agreed to by the Parties. Supplier's change management resources shall be responsible for:

- (a) organizational readiness assessment;
- (b) development of communication strategy;
- (c) development of communications plan;
- (d) formulation of change champion network;
- (e) change impact capture and analysis;
- (f) partnership-building events;
- (g) organizational cultural alignment; and
- (h) cross-cultural training.

With respect to the performance of such change management Services, Supplier shall be entitled to charge LS&Co. a total amount of [****]*, with such amount to be billed in 6 equal monthly installments (with the first installment due in the month in which the Supplier Staff commence performance of the change management).

5.3 Status Updates. Supplier shall be responsible for providing regular status updates and information to LS&Co. regarding the completion of the Transition Services. Without limiting the foregoing, Supplier shall: (a) track and report on the status of all tasks until completion of the Transition Services; (b) coordinating meetings with LS&Co. to review the status of the Transition Services and reviewing the status of the Transition Services with LS&Co.; (c) provide regular updates to LS&Co. on the status of the Transition Services; (d) report on a regular basis on: (i) activities scheduled during the current reporting period; (ii) activities planned for the next reporting period; and (iii) in progress concerns/issues and recommendations for resolution. In addition, Supplier shall prepare

the following reports and deliver those reports in accordance with the frequency set forth below:

Report	Description	Frequency
Transition Report	A written summary report on a weekly basis sufficient to enable LS&Co. to assess the progress of the Transition Services and achievement of the Transition Milestones.	Weekly
Risk Report	A detailed report setting out the identified risks and the risk mitigation strategies.	Weekly

5.4 Transition Issue Escalation. If Supplier foresees or becomes aware of any event that may result in a delay to the completion of the Transition Services, Supplier shall promptly notify LS&Co. of such event. Supplier shall use all reasonable efforts to mitigate the effects of any such event and continue to perform the Transition Services in accordance with the Transition Plan.

5.5 LS&Co Transition Governance Roles. LS&Co. shall appoint the transition roles who shall coordinate the completion of the LS&Co. Transition Responsibilities during the Transition Period. The LS&Co.'s responsibilities shall include:

Role	Responsibilities
Transition Director	<ul style="list-style-type: none"> • Will map to Supplier Transition Director and ensure transition service delivery management across all regions - [****]*covering all Service categories - Finance / HR / Consumer Relations / Customer Service / IT Infrastructure / IT Applications • Responsible for all activities of the Transition Services assigned to LS&Co. • Interfaces with the LS&Co. Third Party Contractors to ensure completion of activities assigned to them • Assist Supplier in identifying/mitigating risks/issues/constraints • Review and approve operational transition requirements, Transition Milestones, and objective assessment criteria • Verify the completion of Transition Milestones • Review status reports • Assign Individual Transition Managers for each Service Category • Manage escalation of transition issues from LS&Co. and LS&Co. Third Party Contractors
Individual Transition Managers per each Service Category per Region	<ul style="list-style-type: none"> • Collaboratively work with the Supplier Transition Directors for ensuring transition responsibilities for LS&Co are executed as per the transition schedule • Reports to the LS&Co. Transition Director • Review daily status progress reports and issue escalation

Role	Responsibilities
	<ul style="list-style-type: none"> • Responsible for the completion all tasks assigned to LS&Co and third party service providers on-time • Responsible for escalations to the LS&Co. Transition Director • Ensures identified gaps have been addressed • Ensures that all knowledge has been transferred as required • Identify, assemble, and deploy resources who would participate in transition from LS&Co. and LS&Co. Third Party Contractors
Technology Lead	<ul style="list-style-type: none"> • Work with the Supplier Technology Lead to ensure system access are provided to the Supplier staff on time • Collaborate with Supplier Technology Lead to plan the link and connectivity requirements, provision of the same within required timelines • Responsible for the identification and acquisition of infrastructure/technology to meet delivery dates as required • Assist in Define requirements for Equipment and Software • Other duties as assigned
Process Lead	<ul style="list-style-type: none"> • Work with Supplier Process Lead to provide the knowledge regarding as-is process of LS&Co. • Work with the Supplier Process Lead to design the new process as per the new solution review and approve the new aligned processes • Review Supplier process documentation • Other duties as assigned
Training Lead	<ul style="list-style-type: none"> • Map to the Supplier Training Lead to define requirements for training the LS&Co. personnel • Ensure that knowledge acquisition is performed as per the Transition Plan and all resources are assessed and certified as required • Review Supplier training documentation • Assist in conducting dry run training with user group • Other duties as assigned

6. TRANSITION MEETINGS.

6.1 Transition Meetings in General. During the Transition Period, Supplier shall meet with LS&Co. to report on Supplier's progress in performing the Transition Services and meeting the requirements of the Transition Plan. Such meetings shall take place at the time and place designated by LS&Co. During such meetings the Parties shall: (a) review the overall performance of, and provide strategic guidance and direction pertaining to, the Transition Services; (b) review the detailed reports produced by Supplier relating to the previous week's Transition Services; (c) review the Transition Services activities to be completed in the following week; (d) review the escalation process for all Transition Services issues raised in the previous week; and (e) review the risks and issues logs.

Supplier shall provide LS&Co. with a written Transition Services status report in advance of each such meeting that shall include: (y) an updated project timeline detailing the then-current status of all Transition Services, including the Transition Deliverables, against the Transition Plan; and (z) details of all issues or problems that Supplier is experiencing in connection with the Transition Services and any efforts or remedial actions that Supplier is undertaking to resolve such issues or problems.

- 6.2 Executive Review Sessions.** Executive review sessions shall be held in the manner set forth in the following table throughout the Transition Period, with the first such meeting being held no later than 5 days after the Effective Date:

Executive Review Session	
Frequency	Monthly
Purpose	<ul style="list-style-type: none"> Review transition status and major transition issues Manage alignment between transition and integration
Attendees	<ul style="list-style-type: none"> Supplier Governance Executive and Supplier Transition Director LS&Co. Governance Executive and applicable executives of LS&Co. (e.g., CFO, CIO, etc.)
Agenda	<ul style="list-style-type: none"> High level status and performance updates High level discussion of risks and mitigations
Supporting Activities	Executive review report (summarized view of overall transition status meetings).
Facilitation	Supplier

- 6.3 Overall Transition Status Meetings.** Transition meetings shall be held for each applicable region or Service Category in the manner set forth in the following table throughout the Transition Period, with the first meeting being held promptly after the Effective Date:

Overall Transition Status Meetings	
Frequency	Weekly, or such other time period agreed to by the Parties.
Purpose	<ul style="list-style-type: none"> Review the detailed reports produced by Supplier relating to the previous week's Transition Services Review the major Transition Services activities to be completed in the following week Review progress against the Transition Plan during the previous week and progress towards completion of the deliverables Review any issues and escalations and resolve any transition issues Perform a review of the overall performance of the Transition Services Provide strategic guidance and direction to the transition team
Attendees	<ul style="list-style-type: none"> Supplier Governance Executive, Supplier Transition Director, and Individual Transition Managers LS&Co. Governance Executive Such other LS&Co. members as specified by LS&Co. from time to time
Agenda	<ul style="list-style-type: none"> Transition Plan update

Overall Transition Status Meetings	
	<ul style="list-style-type: none"> • High-level performance issues • Escalated issues • Review program status
Supporting Activities	Weekly status report to be prepared by Supplier.
Facilitation	Supplier

6.4 Service Category Status Meetings. Service Category status meetings shall be held for each applicable region or Service Category in the manner set forth in the following table throughout the Transition Period, with the first such meeting being held promptly after the Effective Date:

Service Category Status Meetings	
Frequency	Daily, or such other time period agreed to by the Parties.
Purpose	<ul style="list-style-type: none"> • Agree and document progress against the Transition Plan during the previous week and progress towards completion of the Transition Services • Agree and document risks and issues to be escalated to the applicable transition meeting
Attendees	<ul style="list-style-type: none"> • Supplier Transition Director • Such other LS&Co. members as specified by LS&Co. from time to time
Agenda	<ul style="list-style-type: none"> • Low-level Transition Plan update, including <ul style="list-style-type: none"> • transition issues • risk identification • escalation issues • resource gaps • action items
Supporting Activities	Daily status and action items report to be prepared by Supplier.
Facilitation	Supplier

MASTER SERVICES AGREEMENT*

BY AND BETWEEN

LEVI STRAUSS & CO.

AND

WIPRO LIMITED

NOVEMBER 7, 2014

**EXHIBIT 8
Transition Plan Cross Region**

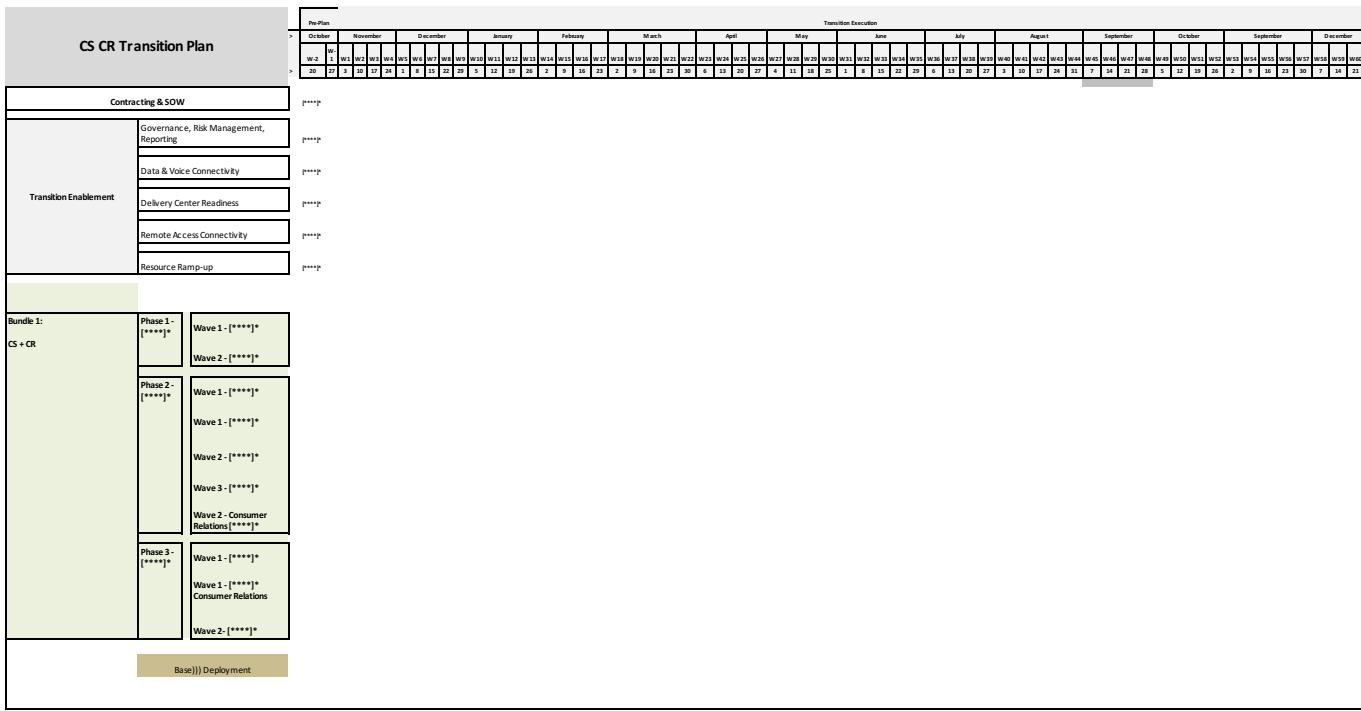
**Attachment 8.1
Detailed Transition Plan**

* Certain information in this exhibit has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions marked with [****]*.

	Nov'14	Dec'14	Jan'15	Feb'15	Mar'15	Apr'15	May'15	June'15	Jul'15	Aug'15	Sept'15	Oct'15	Nov'15
	3	10	17	24	1	8	15	22	29	5	12	19	26
Contract Sign-off	[****]*												
LWIs from Accenture	[****]*												
Technology	[****]*												
Ask HR Portal	[****]*												
Base)))	[****]*												
Workday													
End user training	[****]*												
Service Desk	[****]*												
Support Process Set-up	[****]*												
	[****]*												
Process Blueprinting / TA	[****]*												
Global ((****)* as Base)	[****]*												
[****]*	[****]*												
[****]*	[****]*												
Phase 1 :													
[****]*													
Technology Setup (India)	[****]*												
Hiring	[****]*												
Wave 1 -	[****]*												
[****]*	[****]*												
Wave 1 -	[****]*												
[****]*	[****]*												
Wave 2 -	[****]*												
[****]*	[****]*												
Phase 2:													
[****]*													
Technology Set-up	[****]*												
Hiring	[****]*												
Wave 1 -	[****]*												
[****]*	[****]*												
Wave 2 -	[****]*												
[****]*	[****]*												
Wave 3 -	[****]*												
[****]*													
Phase 3:	[****]*												
[****]*	[****]*												
Technology Set-up	[****]*												
Hiring	[****]*												
Wave 1 -	[****]*												
[****]*	[****]*												
Wave 2 -	[****]*												
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Wave 3 -	[****]*												
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Wave 4 -	[****]*												
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	Nov'14	Dec'14	Jan'15	Feb'15	Mar'15	Apr'15	May'15	June'15	Jul'15	Aug'15	Sept'15	Oct'15	Nov'15
	3	10	17	24	1	8	15	22	29	5	12	19	26
	9	16	23	2	9	16	23	30	6	13	20	27	4
	29	30	1	8	15	22	29	6	13	20	27	3	10
	1	8	15	22	29	30	1	8	15	22	29	6	13
	17	24	1	8	15	22	29	6	13	20	27	3	10
	2	9	16	23	30	6	13	20	27	3	10	17	24
	19	26	4	11	18	25	1	8	15	22	29	6	13
	5	12	21	28	31	7	14	21	28	5	12	19	26
													2
[****]*													
Contract Sign-off	[****]*												
LWIs from Accenture	[****]*												
Technology	[****]*												
Ask HR Portal	[****]*												
Base)))	[****]*												
Workday	[****]*												
End user training	[****]*												
Service Desk	[****]*												
Support Process Set-up	[****]*												
Process Blueprinting / TA	[****]*												
Global ((****)* as Base)	[****]*												
[****]* [****]*	[****]*												
[****]* [****]*	[****]*												
Phase 1 :	[****]*												
Technology Setup	[****]* [****]*												
Hiring	[****]*												
Wave 1 Payroll -	[****]*												
Wave 2 Payroll -	[****]*												
Phase 2 :	[****]* [****]*												
Technology Set-up	[****]*												
Hiring	[****]*												
Wave 1 Payroll -	[****]*												
Wave 2 Payroll -	[****]*												
Phase 3 :	[****]* [****]*												
Technology Set-up	[****]*												
Hiring	[****]*												
Wave 1 Payroll -	[****]*												
Wave 2 Payroll -	[****]*												
Phase 4 :	[****]* [****]*												
Technology Set-up	[****]*												
Hiring	[****]*												
Wave 1 Payroll -	[****]*												
Wave 2 Payroll -	[****]*												
Phase 5 :	[****]* [****]*												
Finance Payroll	[****]*												
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Phase 32 :	[****]* [****]*												
Finance Payroll	[****]*												
Wave 1 Payroll -	[****]*												
Wave 2 Payroll -	[****]*		</td										



Transition Analysis

Knowledge Acquisition

Knowledge Transfer

Ramp-up

SLA Burn-in Period (90 days)

Christmas/Chinese New year

Milestone / Go-live

Customer Service / Consumer Relations

[****]*

Area	Countries	Brand	Channel
[****]*	[****]*	Levis, Dockers	[****]* distributors
[****]*	[****]*	Levis only	[****]* key account and [****]* independent account

[****]*

Cluster	Servicing Location	Countries Covered	Language
[****]*	[****]*	[****]*	
		[****]*	English (CR included)
[****]*	[****]*	[****]*	[****]*
		[****]*	[****]*
		[****]*	[****]*
		[****]*	[****]*
[****]*	[****]*	[****]*	[****]*
	[****]*	[****]*	[****]*
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[****]*	[****]*	[****]*	TBC
		[****]*	TBC
		[****]*	TBC
[****]*	[****]*	[****]*	TBC
	[****]*	[****]*	TBC

Phase	WAVE	LOCATION – TA	LOCATION – KA
Phase 1	Wave 1 – [****]*	[****]*	[****]*
Phase 2	Wave 1 – [****]*	[****]*	[****]*
Phase 2	Wave 1 - [****]*	[****]*	[****]*
Phase 1	Wave 2 – [****]*	[****]*	[****]*
Phase 2	Wave 2 – [****]*	[****]*	[****]*
Phase 3	Wave 1 – [****]*	[****]*	[****]*
Phase 3	Wave 1 – [****]*	[****]*	[****]*
Phase 3	Wave 1 – [****]*	[****]*	[****]*
Phase 2	Wave 3 – [****]*	[****]*	[****]*
Phase 2	Wave 3 – [****]*	[****]*	[****]*

LS & Co. Infrastructure Transition Plan				Transition Execution																												
				November				December				January					February				March				April				May			
		W-2	W-	W1	W2	W3	W4	W5	W6	W7	W8	W9	W10	W11	W12	W13	W14	W15	W16	W17	W18	W19	W20	W21	W22	W23	W24	W25	W26	W27	W28	
		20	27	3	10	17	24	1	8	15	22	29	5	12	19	26	2	9	16	23	2	9	16	23	30	6	13	20	27	4	11	18
Contracting and SOW																																
Transition Enablement	Governance, Risk Management, Reporting	[****]*																														
	Data & Voice Connectivity	[****]*																														
	Delivery Center Readiness	[****]*																														
	Remote Access Connectivity	[****]*																														
	Process Transition (ITIL Processes)	[****]*																														
	Resource Ramp-up (Onsite & Offshore)	[****]*																														
	Organization Change Management	[****]*																														
	Employee Re-badge / Re-hire	[****]*																														
Tools Set-up	ITSM Tool Integration (e-bonding)	[****]*																														
	ServiceNXT Analytics Integration	[****]*																														
Bundle 1 Service Transition	Common Services Transition - Phase 1,2 and 3 [****]*																															
	Phase 1, Wave 1 - Desktop Engineering - Imaging , Patching , Software Distribution		[****]*																													
	Phase 1, Wave 1 - Collaboration (Lync)		[****]*																													
	Phase 1, Wave 1 - Active Directory Management		[****]*																													
	Service Desk - Corporate and Retail																															
	Phase 1	Wave 1 - Corporate and Retail Service Desk	[****]*																													
	Phase 1	Wave 1 - Corporate and Retail Service Desk	[****]*																													
	Phase 3	Wave 1 - Corporate Service Desk	[****]*																													
	Phase 3	Wave 1 - Retail Service Desk	[****]*																													
	Phase 2	Wave 1 - Corporate and Retail Service Desk	[****]*																													
	Corporate and Retail Desk side, Retail Network Support																															
	Phase 1 - [****]*	Wave 2 - Corporate Offices	[****]*																													
	Phase 1 - [****]*	Wave 2 - Retail Stores (Owned and Operated , Franchisee Stores)	[****]*																													
	Country Cluster 1 - [****]*	Wave 3 - Corporate Offices	[****]*																													
		Wave 3 - Retail Stores (Owned and Operated , Franchisee Stores)	[****]*																													
		Wave 4 - Corporate Offices	[****]*																													
		Wave 4 - Retail Stores (Owned and Operated , Franchisee Stores)	[****]*																													
	Phase 3 - [****]*	Wave 5 - Corporate Offices	[****]*																													
		Wave 5 - Retail Stores (Owned and Operated , Franchisee Stores)	[****]*																													

	Wave 2 - Corporate Offices	[****]*
Country Cluster 1 - [****]*	Wave 2 - Retail Stores (Owned and Operated , Franchisee Stores)	[****]*
	Wave 3 - Corporate Offices	[****]*
	Wave 3 - Retail Stores (Owned and Operated , Franchisee Stores)	[****]*
Country Cluster 2 - [****]*	Wave 4 - Corporate Offices	[****]*
	Wave 4 - Retail Stores (Owned and Operated , Franchisee Stores)	[****]*
Country Cluster 3 - [****]*	Wave 5 - Corporate Offices	[****]*
	Wave 5 - Retail Stores (Owned and Operated , Franchisee Stores)	[****]*
Phase 2 - [****]*	Network Operations Center - Phase 1,2 and 3 [****]*	
	Phase 1, Wave 4 - WAN Operations	[****]*
	Phase 1, Wave 4 - Data Services	[****]*
	Phase 1, Wave 4 - Voice Services	[****]*
	Phase 1, Wave 4 - Network Security	[****]*
	Enterprise Security Services - Phase 1,2 and 3 [****]*	
	Phase 1, Wave 5 - SAP & GRC	[****]*
	Phase 1, Wave 5 - Application Security (IBM-IAM, Software Assurance/App Scan)	[****]*
	Phase 1, Wave 5 - Data Security (2-Factor Authentication and Certificate Management)	[****]*
	Phase 1, Wave 5 - Infrastructure Security(Checkpoint FW/IPS, Proxy,VPN,LB, SIEM, Anti-Virus)	[****]*
	System Operations Center (Server , Storage , Backup , Database , DC Security)	
	Phase 1 [****]* - Wave 3	[****]*
	Phase 3 [****]* - Wave 2	[****]*
	Phase 2 [****]* - Wave 6	[****]*

LS & Co. Application Transition Plan	Pre-Plan		Transition Execution																													
	October		November				December				January				February				March				April				May					
	W-	1	W1	W2	W3	W4	W5	W6	W7	W8	W9	W10	W11	W12	W13	W14	W15	W16	W17	W18	W19	W20	W21	W22	W23	W24	W25	W26	W27	W28	W29	W30
	20	27	3	10	17	24	1	8	15	22	29	5	12	19	26	2	9	16	23	2	9	16	23	30	6	13	20	27	4	11	18	25

Contracting and SOW

Transition Enablement	Governance, Risk Management, Reporting	[****]
	Data & Voice Connectivity	[****]
	Delivery Center Readiness	[****]
	Remote Access Connectivity	[****]
	Resource Ramp-up (Onsite & Offshore)	[****]
	AS-IS Process Transition (Incident, Change, Problem, SR etc)	[****]
	Organization Change Management	[****]
	Employee Re-badge / Re-hire	[****]
Tools Set-up	ITSM Tool Integration (e-bonding)	[****]
	ServiceNXT Analytics Integration	[****]

Pre-Holiday Season Applications Transition				
Applications Service Transition	Phase 1, Wave 1	Corp & BI	Hyperion Suite - DRM, FDM, HFM, HTP, HFR, Essbase	[****]*
	Phase 3, Wave 1	eCommerce	Hybris	[****]*
	Global & [****]* Applications Transition			
	Phase 1, Wave 2	Corp & BI	Filenet, ASG Mobius, Winshuttle, Pelican Profiles (Counter Point), AR Portal	[****]*
	[****]* 2	Corp & BI	31XWorkday interfaces	[****]*
	Phase 1, Wave 2	Global Supply Chain	FlexPLM, Da Vinci, WebPDM	[****]*
	Phase 1, Wave 2	Global Supply Chain	Andromeda, CARTS, CARTSWeb, Global Lab Test, PIWeb, SAR, VCOM, WebMU, GEMS, GSA (Interface)	[****]*
	Phase 1, Wave 2	Global Supply Chain	Manugistics, MAINT, Excel based upload tools	[****]*
	Phase 1, Wave 2	Global Supply Chain	WMS - Mandate, ORION, Red Prairie, Sage X, Tranman	[****]*
	Phase 1, Wave 2	Wholesale	VMI SAS	[****]*
Applications Service Transition	Phase 1 Wave 2	Corp & BI	CAPA (Cost Accounting & Profitability Analysis), Cedar Financials, CORE Data Warehouse, ADP (Interface)	[****]*
	Phase 1 Wave 2	Global Supply Chain	AS400 - WMS, Forecast X / Collaborator, LDS, Order issuance System, Styleman, Vendor Marking	[****]*
	Phase 1 Wave 2	Wholesale	EDI Interfaces	[****]*
	[****]* Applications Transition			
	Phase 3, Wave 2	Retail	1 C	[****]*
Applications Service Transition	Phase 3, Wave 2	Retail	RSDB - Retail Store Database, SMS, ETL Integration layer [****]*	[****]*
	Phase 3, Wave 2	Global Supply Chain	[****]*	[****]*
	[****]* Applications Transition			

[****]*	Phase 2, Wave 1	Corp & BI	DWH [****]*, NXPDC, BPI (Interface), Cybergrants (Interface)	[****]*
[****]*	Phase 2, Wave 1	eCommerce	Interfaces	[****]*
[****]*	Phase 2, Wave 1	Global Supply Chain	Just Enough Demand Planning (APD), Tekconsole, USAC, VCOM, WICS (Warehouse Inventory Control System), [****]* StarTrack	[****]*
[****]*	Phase 2, Wave 1	Retail	CRM Campaign Module, CRM Loop Websites, CRM Reports, Division Booking System, Retail Bulletin Board	[****]*
[****]*	Phase 2, Wave 1	Retail	WebPOS, CRM	[****]*
[****]*	Phase 2, Wave 1	Retail	Competitive Connect Systems	[****]*

MASTER SERVICES AGREEMENT*

BY AND BETWEEN

LEVI STRAUSS & CO.

AND

WIPRO LIMITED

NOVEMBER 7, 2014

**EXHIBIT 8
Transition Framework**

**Attachment 8.2
In Flight Projects**

* Certain information in this exhibit has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions marked with [****]*.

2014 IT Active Projects - Carry-over into 2015

Clarity Project ID	Project Name	Project Description	Go-Live Date
PRJ00000954	[****]*	[****]*	[****]*
PRJ00000887	[****]*	[****]*	[****]*
PRJ00000932	[****]*	[****]*	[****]*
PRJ00000960	[****]*	[****]*	[****]*
PRJ00000673	[****]*	[****]*	[****]*
PRJ00000768	[****]*	[****]*	[****]*
PRJ00000868	[****]*	[****]*	[****]*
PRJ00000880	[****]*	[****]*	[****]*
PRJ00000933	[****]*	[****]*	[****]*
PRJ00000786	[****]*	[****]*	[****]*
PRJ00000746	[****]*	[****]*	[****]*
PRJ00000803	[****]*	[****]*	[****]*
PRJ00000864	[****]*	[****]*	[****]*
PRJ00000805	[****]*	[****]*	[****]*
PRJ00000797	[****]*	[****]*	[****]*
PRJ00000976	[****]*	[****]*	

MASTER SERVICES AGREEMENT

BY AND BETWEEN

LEVI STRAUSS & CO.

AND

WIPRO LIMITED

NOVEMBER 7, 2014

**EXHIBIT 8
TRANSITION FRAMEWORK**

**ATTACHMENT 8.3
EMPLOYEE TRANSFER PROVISIONS**

* Certain information in this exhibit has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions marked with [****]*.

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3.	Charges in case of Transfer of Employment	2
3.1	Transfer to Supplier	2
3.2	Transfer to LS&Co. or New Supplier	2

1. INTRODUCTION.

- 1.1 Purpose.** The provisions applicable to the employment of Affected Employees and Affected Contractors by Supplier are set forth in this Exhibit.
- 1.2 References.** References to an Attachment, Appendix, Section or Article shall be to such Attachment or Appendix to, or Section or Article of, this Exhibit unless otherwise provided. A reference to Exhibit includes a reference to the Attachments and Appendices attached hereto.
- 1.3 Definitions.** As used in this Exhibit, capitalized terms shall have the meanings set forth in Exhibit 1. Other terms used in this Exhibit are defined where they are used and have the meanings there indicated. The terms set forth below have the meanings set forth below:
- (a) “**LS&Co. Entity**” means LS&Co., its Affiliates and any Previous Supplier.
 - (b) “**Previous Supplier**” means a supplier of services that are the same as or similar to the Services (or part of them) immediately prior to an applicable Commencement Date who is displaced by the transfer of Services (or part of them) to Supplier.
 - (c) “**Supplier Entity**” means Supplier, its Affiliates, any Supplier Agent, or any entity engaged by Supplier, its Affiliates or Supplier Agent to deliver a part of the Services.
 - (d) “**Transfer of Undertakings Directive**” means the EU Council Directive 2001/23/EC and the rules and regulations promulgated thereunder; any applicable Law that implements the EU Council Directive 2001/23/EC or any Law in any jurisdiction (as interpreted by the relevant courts and tribunals) materially similar to the EU Council Directive 2001/23/EC, and including, in each case, any modified or supplemented version of the foregoing and any newly adopted Law replacing a previous Law.

2. EMPLOYEE TRANSFER PROVISIONS.

- 2.1 No Transfers of Employment.** The Parties do not intend for any Affected Employees or Affected Contractors to transfer to Supplier as a result of the transactions contemplated by the Agreement.
- 2.2 Transfer of Undertakings Directive.** Without limiting Section 2.1, LS&Co. and Supplier believe that the Transfer of Undertakings Directive will not apply in relation to the transfer of responsibility for the delivery of the Services to Supplier as envisaged by the Agreement, so as to transfer automatically any employees (which employees are employed by any LS&Co. Entity within the European Economic Area, or such other country that has implemented Laws substantially similar to the Transfer of Undertakings Directive) from an LS&Co. Entity to a Supplier Entity.

3. CHARGES IN CASE OF TRANSFER OF EMPLOYMENT

3.1 Transfer to Supplier. If despite the belief of the Parties as set forth in Section 2.1, to the extent the Parties become aware and agree that the Transfer of Undertakings Directive applies in any country to the transfer of responsibility for the delivery of the Services to Supplier as envisaged by the Agreement, each of the Parties will comply with its respective legal obligations under applicable law. To the extent any employee of LS&Co. Entity claims that their employment should be transferred to the Supplier under the Transfer of Undertakings Directive, the Parties agree on the terms as set forth below:

- (e) Supplier shall notify LS&Co. in writing within one week upon becoming aware of such claim whether or not Supplier intends to employ the employee with Supplier Entity. In case Supplier notifies LS&Co. that Supplier Entity intends to employ such employee and LS&Co. agrees to this in writing or in case Supplier has not duly notified LS&Co. of such a claim within one week of becoming aware of such claim, Supplier shall be solely liable to provide this employee all rights and benefits required under the Transfer of Undertaking Directive including continuity of employment, provided however that, LS&Co. will be responsible for any salary and benefits for the time period the employee was employed by an LS&Co Entity.
- (f) If Supplier has duly notified LS&Co. that it does not intend to employ such employee claiming a transfer of his employment to Supplier Entity, Supplier will use its reasonable efforts to come to a reasonable mutual settlement with the employee. Any reasonable settlement amount paid to the employee shall be equally shared by the Parties, subject to the prior approval of such settlement by LS&Co..
- (g) If Supplier cannot achieve a reasonable settlement and as a result of a litigation proceeding Supplier Entity is legally obliged to employ an employee of LS&Co. Entity, Supplier shall be solely liable to provide this employee all rights and benefits required under the Transfer of Undertaking Directive including continuity of employment. LS&Co. agrees to pay to Supplier for the Term for each such employee [****]* of the difference between the employees legally required salary and benefits and the salary and benefits offered by Supplier to employees employed by Supplier in a similar position in the relevant country.

Supplier's responsibility with respect to sub-paragraphs (b) and (c) shall be limited to a total of [****]*employees, after which LS&Co. shall be solely responsible for the full amount of any settlement (pursuant to sub-paragraph (b)) or for the full amount of the salary difference (pursuant to sub-paragraph (c)).

3.2 Transfer to LS&Co. or New Supplier. In case of a termination of the Agreement the Parties do not intend for any employee of Supplier Entity to transfer to LS&Co. Entity or a Successor as a result of the transfer of the Services to LS&Co. or that Successor due to the Transfer of Undertakings Directive. If despite this intention an employee of Supplier

Entity claims a transfer of his employment to LS&Co. or a Successor the rights and obligations of the Parties according to Section 3.1 shall apply vice versa.

MASTER SERVICES AGREEMENT

BY AND BETWEEN

LEVI STRAUSS & CO.

AND

WIPRO LIMITED

NOVEMBER 7, 2014

**EXHIBIT 9
LS&CO. POLICIES**

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2.	LS&Co. Policies	1

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1. INTRODUCTION.

- 1.1 General.** This Exhibit lists certain of the LS&Co. Policies that are applicable to Supplier in the performance of the Services.
- 1.2 References.** References to an Attachment, Appendix, Section or Article shall be to such Attachment or Appendix to, or Section or Article of, this Exhibit unless otherwise provided. A reference to this Exhibit includes a reference to the Attachments and Appendices attached hereto.
- 1.3 Definitions.** As used in this Exhibit, capitalized terms shall have the meanings set forth in Exhibit 1. Other terms used in this Exhibit are defined where they are used and have the meanings there indicated.

2. LS&CO. POLICIES.

List of Policy Documents
LSE Return Policy v.1.0.doc
FINANCE_POLICY_1-3_AllowanceForDoubtfulAccounts
FINANCE_POLICY_1-4-A_InventoryValuation
FINANCE_POLICY_1-4-B_InventoryPhysicalCounts
FINANCE_POLICY_1-4-C_InventoryCSC_US
FINANCE_POLICY_1-6-A_AccountingforPPE
FINANCE_POLICY_1-6-B_CapitalizationOfSoftware
FINANCE_POLICY_1-6-C_CapitalizationOfInterestCosts
FINANCE_POLICY_1-6-E_AssetImpairment
FINANCE_POLICY_1-6-G_PPEassetManagement_US
FINANCE_POLICY_1-6-H_PPEmanual_US
FINANCE_POLICY_10-1_EmployeePrizesAndAwardsPolicy_US.docx
FINANCE_POLICY_4-1-A_RevenueRecognition
FINANCE_POLICY_4-1-B_RevenueRecognition_SalesReturnsAllowances
FINANCE_POLICY_4-2-A_LossesandInsuranceProceeds
FINANCE_POLICY_4-3-A_AdvertisingAndRetailPromotions
FINANCE_POLICY_4-3-B_StartUpActivitiesCosts
FINANCE_POLICY_4-3-C_AccountingforProductSamples
FINANCE_POLICY_4-3-D_BusinessRestructuringCharges
FINANCE_POLICY_4-4-A_MiscAssets_SalesDonationsAbandonment
FINANCE_POLICY_4-4-B_BarterTransactions
FINANCE_POLICY_2-1-A_DisbursementControls
FINANCE_POLICY_2-1-B_WireTransfers
FINANCE_POLICY_2-2-A_AccountingForLeases
FINANCE_POLICY_2-2-B_AccountingForOperatingLeases
FINANCE_POLICY_2-2-C_AccountingForCapitalLeases
FINANCE_POLICY_2-4-A_AssetRetirementObligation

List of Policy Documents
FINANCE_POLICY_2-4-B_AccruedLiabilitiesandAssetReserves
FINANCE_POLICY_2-5-A_VacationsHolidaysandSickLeave
FINANCE_POLICY_2-5-B_EmployeeIncentiveCompensation
FINANCE_POLICY_2-5-C_Pensions
FINANCE_POLICY_2-5-D_PostRetirementBenefits
FINANCE_POLICY_2-6_UncertaintyInIncomeTaxes
FINANCE_POLICY_7-5_VariableInterestEntities
FINANCE_POLICY_7-7_FairValueMeasurements
FINANCE_POLICY_7-1_ExceptionRequestsToGlobalPolicies
FINANCE_POLICY_7-8_StandardCreditApplication
FINANCE_POLICY_7-9_StandardCreditApplication_RetailStores
2014 Global Travel Policy
Ethics-Code
Global Sourcing and Operating Guidelines
LSCO_Gifts_Policy_FINAL
LSCO_Global_Anti-Bribery_Anti-Corruption_Policy_FINAL 5.8.14
Worldwide Code of Business
FINANCE_POLICY_6-1_IntercompanyTransactionsandSettlement
FINANCE_POLICY_6-2_IntercompanyProfits
FINANCE_POLICY_6-3_IntercompanyTransferPricing
FINANCE_POLICY_6-5_CompanyChargebacks
FINANCE_POLICY_6-6_GlobalCashRepatriation
Copy of FINANCE_POLICY_8-0_SignatureAuthorizationPolicy_EXHIBIT_I_LSA_CORP_Matrix
Copy of FINANCE_POLICY_8-0_SignatureAuthorizationPolicy_EXHIBIT_II_LSE_Matrix
Copy of FINANCE_POLICY_8-0_SignatureAuthorizationPolicy_EXHIBIT_III_APD_Matrix
Copy of FINANCE_POLICY_8-0_SignatureAuthorizationPolicy_EXHIBIT_IV_GSC_Matrix
DailyOPS-ECO-Incident-Problem.pdf
Data Encryption Policy
Email Policy FINAL 01-JUL-2012
GIS_Policies_and_Standards_v9.12
Global Social Media Policy_ES.1.0
Global_Levi_Strauss_Workstation_Policy_07-17-12
Internet Access and Usage Policy
Oracle Security Policy
SQL Security Policy
UNIX Security Policy
Windows Security Policy
Change Management Policy_POL_0.1-2.doc

List of Policy Documents
FINANCE_POLICY_8-0_SignatureAuthorizationPolicy
FINANCE_POLICY_8-0_SignatureAuthorizationPolicy_EXHIBIT_V_AddendumToMatrices
FINANCE_POLICY_5-1-A_NonAuditServices
FINANCE_POLICY_5-1-B_ContractorAccountingAndControl
FINANCE_POLICY_5-2_JournalEntryProcessingAndApproval
FINANCE_POLICY_5-3_Materiality
FINANCE_POLICY_5-4_SubsequentEvents
FINANCE_POLICY_5-5_SegregationOfDuties
FINANCE_POLICY_5-5-A_SegregationOfDutiesConflicts
FINANCE_POLICY_5-6_PriorPeriodAdjustments
FINANCE_POLICY_5-7-A_EmployeePersonalLoansandLosses
FINANCE_POLICY_5-8_GLaccountReconciliation

MASTER SERVICES AGREEMENT

BY AND BETWEEN

LEVI STRAUSS & CO.

AND

WIPRO LIMITED

NOVEMBER 7, 2014

**EXHIBIT 10
LS&CO. AGENT NDA**

THIS NON-DISCLOSURE AGREEMENT (this “**Agreement**”), dated [●] (the “**Effective Date**”), is by and between [●], a [●] (“**LS&Co. Agent**”) and Wipro Limited, a company formed under the laws of the Republic of India (“**Supplier**”). Supplier and LS&Co. Agent may each be referred to herein individually as a “**Party**” or, collectively, as the “**Parties**”.

WHEREAS, pursuant to the Master Services Agreement between LS&Co., a Delaware corporation (“**LS&Co.**”) and Supplier dated November 7, 2014 (the “**Service Agreement**”), Supplier has agreed to permit third parties to audit Supplier in accordance with the terms of the Service Agreement (“**Purpose**”);

WHEREAS, LS&Co. has retained LS&Co. Agent with respect to the Purpose;

WHEREAS, certain confidential information may be communicated to LS&Co. Agent by Supplier for the purpose of the Purpose and Supplier desires LS&Co. Agent to keep such information confidential and to protect such information from unauthorized use or disclosure; and

WHEREAS, in consideration of the disclosure of such information to LS&Co. Agent, LS&Co. Agent is willing to keep such information confidential in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, Supplier and LS&Co. Agent hereby agree as follows:

1. CONFIDENTIALITY.

LS&Co. Agent shall hold all information communicated to LS&Co. Agent and either marked as “Confidential” or described as such to LS&Co. Agent in writing either at the time of the disclosure or promptly thereafter, that relates to or arises in connection with the Purpose (the “**Confidential Information**”), in confidence to the same extent and in at least the same manner as LS&Co. Agent protects its own confidential information of a similar nature (and in no event with less than reasonable care), and shall not disclose, distribute or disseminate the Confidential Information, or documents or information derived therefrom, to any third party, except to those of LS&Co. Agent’s directors, officers, employees, affiliates, vendors, contractors and agents who have a need to have access to such Confidential Information and to LS&Co. in connection with the Purpose. The foregoing will not prevent the LS&Co. Agent from disclosing information that belongs to the LS&Co. Agent or information that is (a) publicly known or becomes publicly known through no unauthorized act of the LS&Co. Agent, (b) rightfully received from a third party under no obligation of confidentiality, (c) independently developed by the LS&Co. Agent without use of or reference to the Confidential Information, or (d) already known by the LS&Co. Agent at the time of disclosure and LS&Co. Agent has no obligation of confidentiality other than pursuant to this Agreement. This Agreement will not prevent LS&Co. Agent from disclosing Confidential Information which is required to be disclosed pursuant to a requirement of a governmental agency or law, or any governmental or political subdivision thereof, so long as LS&Co. Agent provides Supplier with written notice of such requirement, to the extent such notice is permitted by law, and takes commercially reasonable steps to allow Supplier an opportunity to object to such disclosure.

2. RETURN OF CONFIDENTIAL INFORMATION.

Unless otherwise agreed to in writing by Supplier, upon the completion of the Purpose, LS&Co. Agent will either: (a) return to Supplier all of the Confidential Information, and all copies thereof or (b) certify in writing that all of the documented Confidential Information and all copies thereof have been destroyed, excluding copies contained in any report (such as an audit report), which shall remain subject to Section 1. LS&Co. Agent may return the Confidential Information, or any part thereof, to Supplier at any time.

3. NO FURTHER RIGHTS.

Nothing contained in this Agreement will be construed as granting or conferring any rights by license or otherwise in the Confidential Information except as expressly provided herein.

4. THIRD PARTY INFORMATION.

Confidential Information may include information which belongs to a third party. Except as provided in the preceding sentence, this Agreement does not confer any rights or remedies upon any person or entity not a Party to this Agreement.

5. INJUNCTIVE RELIEF.

The Parties acknowledge and agree that monetary damages may be inadequate to compensate for a breach of the provisions contained in this Agreement. In the event of such breach, Supplier may be entitled to seek injunctive relief and any and all other remedies available at law or in equity.

6. MISCELLANEOUS.

If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law. Neither Party will act or have authority to act as an agent of the other Party for any purpose whatsoever. No delay or omission by Supplier to exercise any right or power hereunder will impair such right or power or be construed to be a waiver thereof. All remedies provided for in this Agreement will be cumulative and in addition to and not in lieu of any other remedies available at law, in equity or otherwise. This Agreement will be binding on Supplier and LS&Co. Agent and all of their successors and permitted assigns. The parties agree that this Agreement (a) is the complete and exclusive statement between the parties with respect to the protection of the confidentiality of Confidential Information, (b) supersedes all related discussions and other communications between the parties, (c) may only be modified in writing by authorized representatives of the parties, and (d) will be governed by the laws of the State of California.

[The next page is the signature page.]

IN WITNESS WHEREOF, Supplier and LS&Co. Agent have each caused this Agreement to be signed and delivered as of the Effective Date.

LS&Co. Agent

Signature

Name

Title

Wipro Limited

Signature

Name

Title

MASTER SERVICES AGREEMENT

BY AND BETWEEN

LEVI STRAUSS & CO.

AND

WIPRO LIMITED

NOVEMBER 7, 2014

**EXHIBIT 11
APPROVED BENCHMARKERS**

* Certain information in this exhibit has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions marked with [****]*.

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1. INTRODUCTION.

- 1.1 General.** This Exhibit sets forth the Benchmarkers approved by the Parties.
 - 1.2 References.** References to an Attachment, Appendix, Section or Article shall be to such Attachment or Appendix to, or Section or Article of, this Exhibit unless otherwise provided. A reference to this Exhibit includes a reference to the Attachments and Appendices attached hereto.
 - 1.3 Definitions.** As used in this Exhibit, capitalized terms shall have the meanings set forth in Exhibit 1. Other terms used in this Exhibit are defined where they are used and have the meanings there indicated.

2. LIST OF APPROVED BENCHMARKERS.

[****]*

[****]*

[****]*

[****]*

[****]*

[****]*

[* * * *] *

MASTER SERVICES AGREEMENT*

BY AND BETWEEN

LEVI STRAUSS & CO.

AND

WIPRO LIMITED

NOVEMBER 7, 2014

**EXHIBIT 12
COMPETITORS**

* Certain information in this exhibit has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions marked with [****]*.

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3.	List of LS&Co. Competitors	2

1. INTRODUCTION.

- 1.1 General.** This Exhibit sets forth the Supplier Competitors and LS&Co. Competitors approved by the Parties.
- 1.2 References.** References to an Attachment, Appendix, Section or Article shall be to such Attachment or Appendix to, or Section or Article of, this Exhibit unless otherwise provided. A reference to this Exhibit includes a reference to the Attachments and Appendices attached hereto. The entities identified on the lists below shall include any successor entities which may result from a merger with (or demerger from) the entity listed below.
- 1.3 Definitions.** As used in this Exhibit, capitalized terms shall have the meanings set forth in Exhibit 1. Other terms used in this Exhibit are defined where they are used and have the meanings there indicated.

2. LIST OF SUPPLIER COMPETITORS.

The following list of Supplier competitors may be updated upon written agreement of the Parties in accordance with the Contract Change Process.

- (a) [*****]*
- (b) [*****]*
- (c) [*****]*
- (d) [*****]*
- (e) [*****]*
- (f) [*****]*
- (g) [*****]*
- (h) [*****]*
- (i) [*****]*
- (j) [*****]*
- (k) [*****]*
- (l) [*****]*
- (m) [*****]*

(n) [*****]*

(o) [*****]*

(p) [*****]*

3. LIST OF LS&CO. COMPETITORS.

The following list of competitors of LS&Co. may be updated by LS&Co. from time to time upon notice to Supplier; except that LS&Co. may provide such a notice only once in each 3-month period.

(a) [*****]*

(b) [*****]*

(c) [*****]*

(d) [*****]*

(e) [*****]*

(f) [*****]*

(g) [*****]*

(h) [*****]*

MASTER SERVICES AGREEMENT*

BY AND BETWEEN

LEVI STRAUSS & CO.

AND

WIPRO LIMITED

NOVEMBER 7, 2014

**EXHIBIT 13
KEY SUPPLIER PERSONNEL**

* Certain information in this exhibit has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions marked with [****]*.

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2.	List of Key Supplier Personnel	1

LS&Co. – Exhibit 13 – Key Supplier Personnel

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1. INTRODUCTION.

- 1.1 General.** This Exhibit sets forth the Key Supplier Personnel approved by the Parties.
- 1.2 References.** References to an Attachment, Appendix, Section or Article shall be to such Attachment or Appendix to, or Section or Article of, this Exhibit unless otherwise provided. A reference to this Exhibit includes a reference to the Attachments and Appendices attached hereto.
- 1.3 Definitions.** As used in this Exhibit, capitalized terms shall have the meanings set forth in Exhibit 1. Other terms used in this Exhibit are defined where they are used and have the meanings there indicated.

2. LIST OF KEY SUPPLIER PERSONNEL.

No.	Position	Name of Initial Person
1.	Global Account Executive Sponsor *	[****]*
2.	Supplier Governance Executive	[****]* (T)
3.	Transition Director	[****]*
4.	Transition Manager - Applications	[****]* (T)
5.	Transition Manager - Infrastructure	[****]*
6.	Transition Lead – BPO	[****]*
7.	Account Delivery Head	[****]* TR
8.	BPO Program Lead	[****]*
9.	Global Human Resources Services Business Process Owner**	[****]*
10.	Human Resource Services Lead	[****]*
11.	Human Resource Implementation Lead	[****]*
12.	Global Finance Services Lead	[****]* (T)
13.	Global Consumer Relations Service Lead	[****]*
14.	Global Customer Service Lead	[****]*

No.	Position	Name of Initial Person
15.	Customer Services Implementation Lead	[****]*

- * - [****]* will be committed sufficiently and available to the program and their business stakeholders. He will oversee the entire program. He will not be considered under “Key Supplier Personnel definition”.
- ** - [****]* will be the leader for HR Operations with sufficient time commitment to the project as required. He will represent the services at the key Governance meetings and will be the key interface for the HR Business Leader from LS&Co. He will not be considered under “Key Supplier Personnel definition”.
- (T) – Tentative, to be confirmed

LS&Co. – Exhibit 13 – Key Supplier Personnel

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MASTER SERVICES AGREEMENT

BY AND BETWEEN

LEVI STRAUSS & CO.

AND

WIPRO LIMITED

NOVEMBER 7, 2014

**EXHIBIT 14
APPROVED SUPPLIER AGENTS**

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<u>1.1</u>	<u>General</u>	1
<u>1.2</u>	<u>References</u>	1
<u>1.3</u>	<u>Definitions</u>	1
<u>2.</u>	<u>List of Approved Supplier Agents</u>	1

1. INTRODUCTION.

- 1.1 **General.** This Exhibit sets forth the Supplier Agents approved by the Parties.
- 1.2 **References.** References to an Attachment, Appendix, Section or Article shall be to such Attachment or Appendix to, or Section or Article of, this Exhibit unless otherwise provided. A reference to this Exhibit includes a reference to the Attachments and Appendices attached hereto.
- 1.3 **Definitions.** As used in this Exhibit, capitalized terms shall have the meanings set forth in Exhibit 1. Other terms used in this Exhibit are defined where they are used and have the meanings there indicated.

2. LIST OF APPROVED SUPPLIER AGENTS.

Supplier to provide details of the subcontractors of Supplier who will be providing a part of the Service. Such subcontractors are subject to review and approval by LS&Co. in accordance with Section 11.7 of the Agreement.

- (a) Transversal for HR Portal
- (b) Translation.com
- (c) Scanning, Mailroom and doc storage – To be decided
- (d) Workday Contractor – To be Decided
- (e) CompuCom Systems Inc.
- (f) Getronics

MASTER SERVICES AGREEMENT

BY AND BETWEEN

LEVI STRAUSS & CO.

AND

WIPRO LIMITED

NOVEMBER 7, 2014

**EXHIBIT 15
NEW SERVICES PROPOSAL**

AMENDMENT NO. [●]

This Amendment No. [●] ("Amendment"), dated [●] ("Amendment Effective Date") is by and between Levi Strauss & Co., ("LS&Co.") and Wipro Limited ("Supplier") and amends the Master Services Agreement between LS&Co. and Supplier dated November 7, 2014 ("Agreement"). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement. This Amendment and corresponding Attachments are incorporated into and become a part of the Agreement on the Amendment Effective Date.

RECITALS

WHEREAS, the Parties have agreed that Supplier will provide to LS&Co. certain technology, operations, capabilities and related services that constitute New Services (as defined in the Agreement); and

WHEREAS, the Agreement provides that LS&Co. and Supplier shall execute and deliver an amendment to establish the terms and conditions upon which Supplier shall provide such New Services to LS&Co.

NOW, THEREFORE, for and in consideration of the agreements set forth below, LS&Co. and Supplier agree as follows:

1. DESCRIPTION OF NEW SERVICES.

The services, functions and responsibilities to be performed by Supplier in connection with the New Services are described in Attachment 1 (Description of Services) to this Amendment. If applicable, such New Services shall be within the [Insert Service Category].

[Note: Attachment 1 should address: (a) any new Software or Equipment to be provided by Supplier in connection with the New Services; (b) the Software and Equipment and the run-time requirements, if applicable, necessary to develop and operate any new Software used in connection with the New Services; (c) the resource requirements necessary in connection with such New Services (including additional Supplier Staff); (d) any existing Software or Equipment included, or to be used, in connection with such New Services; (e) any other requirements necessary in connection with such New Services; (f) any additional Supplier Service Location(s); and (g) any other information requested by LS&Co.]

2. CHARGES.

The charges and fees that LS&Co. shall pay Supplier for performing the New Services are set forth in Attachment 2 (Charges) to this Amendment. Unless otherwise set forth in this Amendment, such charges and fees shall be invoiced to and paid by LS&Co. in accordance with the Agreement.

3. SERVICE LEVELS.

A description of the Service Levels (if any) and associated measurement and monitoring tools (if any) for the New Service as well as any Service Level Credits is set forth in Attachment 3 (Service Levels) to this Amendment. Service Level Credits shall be payable in accordance with the Agreement.

4. TRANSITION.

Supplier shall commence providing the New Services on [Insert Start Date] and shall conclude its performance of the New Services no later than [Insert Completion Date]. Supplier shall perform all services, functions, and responsibilities necessary to accomplish the transition of the New Services in accordance with the transition plan set forth in Attachment 4 (Transition Plan) to the Amendment.

5. TERMS AND CONDITIONS.

The terms and conditions set forth in the Agreement shall apply to the provision of the New Services by Supplier and the utilization of the New Services by LS&Co.

IN WITNESS WHEREOF, each of LS&Co. and Supplier has caused this Amendment to be signed and delivered by its duly authorized representatives.

Levi Strauss & Co.

Signature

Name

Title

Wipro Limited

Signature

Name

Title

MASTER SERVICES AGREEMENT

BY AND BETWEEN

LEVI STRAUSS & CO.

AND

WIPRO LIMITED

NOVEMBER 7, 2014

**EXHIBIT 16
FORM OF LOCAL COUNTRY AGREEMENT**

Page 4

LS&Co. - Exhibit 2 - Description of Services

**FORM OF LOCAL COUNTRY AGREEMENT
FOR [JURISDICTION]**

This Local Country Agreement for [jurisdiction] (this “**Agreement**”) is entered into effective [insert date] (the “**Effective Date**”) by and between [Affiliate’s full legal name, jurisdiction of organization, principal business address and any other identification required by applicable Law, e.g., registration number] (“**Customer**”) and [Supplier in-country Affiliate’s full legal name, jurisdiction of organization, principal business address and any other identification required by applicable Law, e.g., registration number] (“**Supplier**”).

WHEREAS, Levi Strauss & Co., a Delaware corporation (“**LS&Co.**”), and Wipro Limited, a company formed under the laws of the Republic of India (“**Wipro**”) are parties to a global Master Services Agreement, dated November 7, 2014 (the “**Service Agreement**”);

WHEREAS, Customer and Supplier desire to enter into this Agreement as a Local Country Agreement, pursuant to Section 15.10 of the Service Agreement, with respect to the Services;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and of other good and valid consideration, the receipt and sufficiency of which is hereby acknowledged, Customer and Supplier (collectively, the “**Parties**” and each, a “**Party**”) hereby agree as follows:

1. **Term, Definitions.** The term of this Agreement shall commence on [insert date] (the “**Commencement Date**”) and continue until any expiration or termination of the Service Agreement, unless otherwise agreed to by each of Supplier, Customer, LS&Co. and Wipro, respectively, in writing. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Service Agreement
2. **Services.** Commencing on the Commencement Date, Supplier shall provide and perform for Customer the Services in accordance with the Service Levels and other applicable terms and conditions set forth therein, and as such Services may evolve or be supplemented, enhanced, modified or replaced from time to time during the term of this Agreement. The Services may be provided from other countries or jurisdictions or through third parties, only to the extent expressly permitted under the Service Agreement.
3. **Fees.** Supplier shall invoice Customer on a monthly basis, and Customer agrees to pay Supplier, in each case, in accordance with the applicable provisions of the Service Agreement. Supplier’s invoices under this Agreement shall include all fees payable under the Service Agreement for the applicable Services provided to Customer. The Parties’ respective responsibilities for taxes arising under or in connection with this Agreement shall be in accordance with the applicable provisions of the Service Agreement.
4. **Data Protection and Privacy.** Customer and Supplier hereby acknowledge and agree to be bound by the provisions of the Service Agreement related to data protection and privacy.

5. **Dispute Resolution, Governing Law.** Customer and Supplier hereby acknowledge and agree to be bound by the provisions of the Service Agreement related to dispute resolution and to be bound by the choice of law in Section 29.12 of the Service Agreement and to treat the law referred to in Section 29.12 of the Service Agreement as being the law governing this Agreement.
6. **Precedence.** In the event of any conflict between the provisions of this Agreement and the Service Agreement, the Service Agreement shall take precedence. Any amendment, variation or modification to the Service Agreement will be binding upon each of Customer and Supplier with respect to this Agreement, whether said amendment, variation or modification came into effect before or after the Effective Date.
7. **Notices.** Wherever under this Agreement Supplier or Customer is required or permitted to give written notice to the other, such notice shall be delivered by providing notice to LS&Co. or Wipro, as appropriate, in accordance with the Service Agreement.
8. **Counterparts.** This Agreement may be executed in several counterparts, all of which taken together shall constitute one single agreement between the Parties hereto.
9. **Service Agreement Application.** Customer and Supplier agree that the Service Agreement shall govern the relationship between Customer and Supplier, and each of Customer and Supplier shall comply with the applicable terms of the Service Agreement. To the extent that the performance of a Party's obligation in accordance with the express terms of the Service Agreement would result in that Party violating a local Law of [jurisdiction], the Parties shall implement that obligation in a manner that: (a) only modifies that obligation to the extent necessary to enable the Party to perform that obligation in accordance with the requirements of the applicable local Law of [jurisdiction]; and (b) to the extent possible, reflects the original intention of the parties to the Service Agreement with respect to that obligation.

[The next page is the signature page.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

[Customer]

Signature

Name

Title

[Supplier]

Signature

Name

Title

LS&Co. – Exhibit 16 – Form of Local Country Agreement

Page 3

MASTER SERVICES AGREEMENT

BY AND BETWEEN

LEVI STRAUSS & CO.

AND

WIPRO LIMITED

NOVEMBER 7, 2014

**EXHIBIT 17
DISASTER RECOVERY PLAN REQUIREMENTS**

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LS&Co. – Exhibit 17 – Disaster Recovery Plan Requirements

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1. INTRODUCTION.

- 1.1 Purpose.** This Exhibit describes the minimum disaster recovery arrangements and procedures applicable to each Disaster Recovery Plan to be provided by Supplier pursuant to the Agreement.
- 1.2 References.** References to an Attachment, Appendix, Section or Article shall be to such Attachment or Appendix to, or Section or Article of, this Exhibit unless otherwise provided. A reference to Exhibit includes a reference to the Attachments and Appendices attached hereto.
- 1.3 Definitions.** As used in this Exhibit, capitalized terms shall have the meanings set forth in Exhibit 1. Other terms used in this Exhibit are defined where they are used and have the meanings there indicated.

2. DISASTER RECOVERY PLAN REQUIREMENTS.

The Parties acknowledge and agree that this Exhibit 17 has not been completed as of the Effective Date. Accordingly, the Parties agree that they shall continue to negotiate and finalize this Exhibit 17 in good faith, with the goal of promptly completing this Exhibit 17 (but in no event later than the end of Knowledge Acquisition) and incorporating the completed Exhibit 17 into the Agreement. The completed Exhibit 17 shall be incorporated into the Agreement by means of an addenda executed by both Parties, with such completed Exhibit 17 being effective as of the Effective Date (and without the requirement for additional consideration with respect to the finalization of Exhibit 17 and execution of the addenda).

**CERTIFICATION OF CHIEF EXECUTIVE OFFICER
PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT**

I, Charles V. Bergh, certify that:

1. I have reviewed this annual report on Form 10-K/A of Levi Strauss & Co.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report.

/S/ CHARLES V. BERGH

Charles V. Bergh
President and Chief Executive Officer

Date: February 12, 2015

**CERTIFICATION OF CHIEF FINANCIAL OFFICER
PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT**

I, Harmit Singh, certify that:

1. I have reviewed this annual report on Form 10-K/A of Levi Strauss & Co.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report.

/S/ HARMIT SINGH

Harmit Singh

Executive Vice President and Chief Financial Officer

Date: February 12, 2015

ABOUT THIS REPORT

As part of our commitment to embed sustainability throughout our business practices, the Levi Strauss & Co. Annual Report was produced exclusively in digital format. We encourage people to view the report online. If you must print a copy, please print double-sided to save paper.