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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549**

**FORM 8-K  
CURRENT REPORT**

**PURSUANT TO SECTION 13 OR 15(d) OF THE  
SECURITIES EXCHANGE ACT OF 1934**

Date of Report (Date of earliest event reported): December 5, 2023 (December 4, 2023)

**G-III APPAREL GROUP, LTD.**

(Exact Name of Registrant as Specified in its Charter)

<b>Delaware</b>	<b>0-18183</b>	<b>41-1590959</b>
(State or Other Jurisdiction of Incorporation)	(Commission File Number)	(IRS Employer Identification No.)

<b>512 Seventh Avenue</b>	<b>10018</b>
<b>New York, New York</b>	(Zip Code)
(Address of Principal Executive Offices)	

**(212) 403-0500**  
(Registrant's telephone number, including area code)

**Not Applicable**  
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2 below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, \$0.01 par value per share	GIII	The Nasdaq Stock Market

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).  
Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

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**Employment Agreement with Jeffrey Goldfarb**

On December 4, 2023 (the “Effective Date”), G-III Apparel Group, Ltd. (the “Company”) entered into a new Employment Agreement, dated December 4, 2023, with Jeffrey Goldfarb (the “Executive”), its Executive Vice President and a Director of the Company (the “Goldfarb Employment Agreement”). This Goldfarb Employment Agreement replaced the prior employment agreement dated December 9, 2016 between the Executive and the Company.

Certain significant terms of the Goldfarb Employment Agreement are summarized below.

**Duration of Agreement.** The Goldfarb Employment Agreement has an initial term through January 31, 2027, with automatic renewal of the term for one-year periods on each December 1st prior to the end of the then Employment Term, commencing with December 1, 2026, unless prior to such December 1st either party shall have given written notice to the other of non-renewal.

**Salary, Annual Bonus and Annual Equity Grants.** As of the Effective Date, Mr. Goldfarb’s initial base salary will be \$950,000, subject to such increases as may be approved in the discretion of the Compensation Committee in its annual review of executive compensation. During each of the Company’s fiscal years during the employment term, commencing with the fiscal year ending January 31, 2024, Mr. Goldfarb will be eligible to receive a target bonus in the amount of \$1,500,000 for each fiscal year based on achieving certain performance metrics and adjustments as determined by the Compensation Committee. In addition, Mr. Goldfarb is eligible to participate in equity grant programs established by the Compensation Committee with an annual guideline award value of \$1,500,000, subject to the discretion of the Compensation Committee to increase or decrease the actual equity award value and other terms and conditions of the award.

**Benefits.** Mr. Goldfarb will participate in all retirement and welfare benefit plans, programs, arrangements and receive other benefits that are customarily available to senior executives of the Company, subject to eligibility requirements.

**Effect of Termination.** In the event of Mr. Goldfarb’s death during the term, the estate of Mr. Goldfarb shall be entitled to receive any unpaid portion of his annual salary as has been accrued through the date of the death, any unpaid annual bonus attributable to the entire fiscal year in which such termination occurs, any unpaid benefits and any unpaid reimbursable expenses. If the termination is due to disability during the term, Mr. Goldfarb is entitled to any unpaid portion of his annual salary as has accrued through the date of the termination, any unpaid annual bonus attributable to the entire fiscal year in which such termination occurs, any unpaid benefits and any unpaid reimbursable expenses.

If during the term, the Company terminates Mr. Goldfarb’s employment without “justifiable cause” (including if the Company gives written notice to Mr. Goldfarb that the employment term will not be extended further) or if he terminates his employment for “good reason” (each as defined in the Goldfarb Employment Agreement), then Mr. Goldfarb will be entitled to receive his annual salary, reimbursement of expenses, any benefits and any bonus accrued through the date of termination, plus a severance of his annual salary, annual bonus and benefits for a period of 24 months (conditioned upon Mr. Goldfarb’s general release and compliance with non-compete, non-solicitation and confidentiality). For the purposes of determining the severance pay, Mr. Goldfarb’s applicable salary will be the highest annual rate of salary in effect during the one-year period preceding the termination date, and Mr. Goldfarb’s applicable annual bonus will be an annual bonus for each 12-month period during such severance period in an amount equal to the greater of (i) the average annual cash bonus earned by Mr. Goldfarb during the two fiscal years immediately preceding the fiscal year in which the employment terminates and (ii) an annual bonus amount of \$500,000 (in addition to his salary compensation for such period).

**Restrictive Covenants.** The Goldfarb Employment Agreement contains certain restrictive covenants that apply during and after Mr. Goldfarb’s employment, including an agreement to not disclose confidential information and, for a one-year period following his termination of employment (or if Mr. Goldfarb becomes entitled to severance benefits, for a two-year period following his termination of employment), non-competition and non-solicitation agreements.

**Executive Transition Agreement with Jeffrey Goldfarb**

In addition, on December 4, 2023, the Company entered into a new Executive Transition Agreement with the Executive (the “Executive Transition Agreement”), which replaced the prior Amended and Restated Executive Transition Agreement made as of February 15, 2011, as amended as of December 9, 2016, between the Company and the Executive.

The Executive Transition Agreement provides that if a Change in Control (as defined therein) occurs and, during the three months before a Change in Control or the two years after a Change in Control, Mr. Goldfarb is terminated by the Company without Cause (as defined therein) or if Mr. Goldfarb resigns for Good Reason (as defined therein), he will be entitled to continuation of specified benefits and periodic severance payments totaling 2 times the sum of (i) his highest annual salary in effect during the one-year period before his termination of employment, plus (ii) the greater of (a) the average annual cash bonus he earned during the two fiscal years before the fiscal year of his termination of employment and (b) an annual bonus amount of \$500,000.

#### **Employment Agreement with Dana Perlman**

On November 27, 2023, the Company entered into an Amended Employment Agreement with Ms. Dana Perlman (the “Perlman Employment Agreement”), for Ms. Perlman to become its Chief Growth and Operations Officer, effective on the Start Date, which is a date on which the Company and Ms. Perlman shall mutually agree upon and which is expected to be on or prior to January 8, 2024 (the “Effective Date”). The material terms of the Perlman Employment Agreement are summarized below.

**Salary, Annual Bonus and Annual Equity Grants.** As of the Effective Date, Ms. Perlman’s initial base salary will be \$750,000. For the fiscal year ending January 31, 2025 and each fiscal year after, Ms. Perlman will be eligible to receive a target bonus of up to a maximum of two (2) times the base salary based on achieving certain performance criteria: 60% based on pre-tax income vs. budget, and 40% based on management’s assessment of Ms. Perlman’s overall performance, including but not limited to the areas of management oversight, strategy and acquisitions.

**Benefits.** In addition, as of the Effective Date, Ms. Perlman will participate in all retirement and welfare benefit plans, programs, arrangements and receive other benefits that are customarily available to senior executives of the Company, subject to eligibility requirements.

**Initial Grant and Sign-On Bonus.** Within 30 days of the Effective Date, Ms. Perlman is entitled to receive a grant of restricted stock units (“RSUs”) or similar equity grant valued at \$300,000 as of the date of the grant, which will cliff vest on the third anniversary date of the grant.

Ms. Perlman will be eligible for a sign-on bonus in the amount of \$500,000, less applicable tax withholding and deductions, if she is employed with the Company for six (6) months. The sign-on bonus will be payable within 30 days of the six-month anniversary of the Effective Date. If within 12 months following the Effective Date, Ms. Perlman voluntarily terminates her employment without good reason (as defined therein), or is terminated by the Company for justifiable cause (as defined therein), Ms. Perlman will be required to repay the sign-on bonus in full.

**Effect of Termination.** In the event of Ms. Perlman’s death during the term, the estate of Ms. Perlman shall be entitled to receive any unpaid portion of her annual salary through the date of the death, any unpaid annual bonus attributable to the prior fiscal year, any unpaid benefits and any unpaid reimbursable expenses. If the termination is due to disability during the term, Ms. Perlman is entitled to any unpaid portion of her annual salary through the date of the termination, any unpaid annual bonus attributable to the prior fiscal year (pro-rated based on the days in the prior fiscal year when she was not on leave due to disability), any unpaid benefits and any unpaid reimbursable expenses.

If, during the term, the Company terminates Ms. Perlman’s employment without “justifiable cause” or if she terminates her employment for “good reason” (each as defined in the Perlman Employment Agreement), then Ms. Perlman will be entitled to receive her annual salary, reimbursement of expenses and any bonus accrued through the date of termination, plus a severance of the salary and benefits for a period of 12 months (conditioned upon Ms. Perlman’s general release and compliance of non-compete, non-solicitation and confidentiality).

**Restrictive Covenants.** The Perlman Employment Agreement contains certain restrictive covenants that apply during and after Ms. Perlman’s employment, including an agreement to not disclose confidential information and, for a one-year period following her termination of employment for any reason, non-competition and non-solicitation agreements.

In addition, Ms. Perlman entered into an arbitration agreement with the Company.

The foregoing descriptions of the Goldfarb Employment Agreement, the Executive Transition Agreement and the Perlman Employment Agreement do not purport to be complete and are qualified in their entirety by reference to the full text of the Goldfarb Employment Agreement, the Executive Transition Agreement and the Perlman Employment Agreement, a copy of each is attached to, and is incorporated by reference into, this Current Report on Form 8-K.

**Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

The information with respect to the Goldfarb Employment Agreement and the Executive Transition Agreement with Mr. Jeffrey Goldfarb, and the Perlman Employment Agreement with Ms. Perlman set forth in Item 1.01 of this Current Report on Form 8-K is incorporated by reference herein.

**(c) (e) Appointment of New Officer**

On December 5, 2023, the Company issued a press release to announce that the Company appointed Ms. Dana Perlman as its Chief Growth and Operations Officer, effective January 8, 2024.

Ms. Perlman, age 43, was an executive at PVH Corp. from 2012 to 2022, most recently serving as PVH's Chief Strategy Officer and Treasurer from May 2021 to July 2022. In that position, she led global business strategy and development, along with Treasury and Investor Relations. In this role, Ms. Perlman led PVH's strategic activity, including mergers and acquisitions, joint ventures, divestitures, and tactical third party relationships, including the buybacks of key joint ventures and licensees spanning China, Ethiopia, and Australia; and the divestitures of the Bass, Speedo, and Heritage Brands businesses. Prior to joining PVH, Ms. Perlman held several roles in investment banking retail groups at Barclays Capital, Lehman Brothers, and Credit Suisse First Boston. Ms. Perlman is currently a director of O'Reilly Automotive Inc. (Nasdaq: ORLY), and previously served on the Board of Sigma Lithium Corporation (Nasdaq: SGML).

There is no arrangement or understanding between Ms. Perlman and any other person pursuant to which she was to be selected as an officer and there is no family relationship between Ms. Perlman and any of the Company's director, executive officer, or any person nominated or chosen by the Company to become a director or executive officer.

**Item 7.01 Regulation FD Disclosure.**

On December 5, 2023, the Company issued a press release announcing Ms. Perlman's appointment. A copy of the press release is furnished as Exhibit 99.1 hereto and is incorporated herein by reference.

The information set forth in this Item 7.01, including Exhibit 99.1, is being furnished and shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or otherwise subject to the liabilities of that section. The information set forth in this Item 7.01, including Exhibit 99.1, shall not be deemed incorporated by reference into any other filing under the Securities Act of 1933, as amended, or the Exchange Act, except as shall be expressly set forth by specific reference in such a filing.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits.

- 10.1 [Employment Agreement, dated December 4, 2023, between G-III Apparel Group, Ltd. and Jeffrey Goldfarb](#)
- 10.2 [Executive Transition Agreement, dated December 4, 2023, between G-III Apparel Group, Ltd. and Jeffrey Goldfarb](#)
- 10.3 [Amended Employment Agreement, dated November 27, 2023, between G-III Apparel Group, Ltd. and Dana Perlman](#)
- 99.1 [Press Release, dated December 5, 2023](#)
- 104 Cover Page Interactive Data File (embedded within the Inline XBRL document).

**SIGNATURE**

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 hereunto duly authorized.

G-III APPAREL GROUP, LTD.

Date: December 5, 2023

By: /s/ Neal S. Nackman

Name: Neal S. Nackman

Title: Chief Financial Officer

**EMPLOYMENT AGREEMENT**

AGREEMENT (this “Agreement”) made as of the fourth day of December, 2023, between G-III Apparel Group, Ltd., a Delaware corporation, (the “Company”), and Jeffrey Goldfarb (the “Executive”).

**WITNESSETH:**

WHEREAS, the Company and the Executive are parties to an Employment Agreement (the “Prior Agreement”), dated December 9, 2016; and

WHEREAS, the Company desires that the Executive enter into this Agreement so that the Company may be assured of the services of the Executive for the term of this Agreement and the Executive is desirous of providing such services on the terms and conditions as provided for in this Agreement; and

WHEREAS, it is the intention of the Company and the Executive that this Agreement supersede the Prior Agreement, and that from and as of the date hereof the Prior Agreement shall be cancelled and of no further force and effect.

NOW, THEREFORE, in consideration of the premises and of the mutual promises, representations and covenants herein contained, the parties hereto agree as follows:

1. EMPLOYMENT.

The Company hereby employs Executive as an Executive Vice President of the Company and Executive hereby agrees to accept such employment, subject to the terms and conditions herein set forth. Executive currently serves as an Executive Vice President of the Company and shall have substantially the same duties, responsibilities and authority as he had prior to the execution of this Agreement. Executive hereby agrees to diligently, faithfully and competently perform such services and such additional duties and responsibilities, consistent with his position, as shall from time to time be reasonably assigned to him by the Company’s Board of Directors or its Chief Executive Officer, and to diligently, faithfully and competently devote his entire business time, skill and attention to the performance of his duties and responsibilities to the Company. Executive shall report to the Company’s Chief Executive Officer.

2. TERM.

The term of the Executive’s employment under this Agreement (the “Employment Term”) shall be from the date hereof until January 31, 2027, unless sooner terminated in accordance with the terms hereof; provided, however, that on each December 1<sup>st</sup> prior to the end of the then Employment Term, commencing with December 1, 2026, the Employment Term shall be automatically extended for an additional one-year period unless prior to such December 1<sup>st</sup> either party shall have given written notice to the other that the Employment Term shall not be extended any further.

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### 3. COMPENSATION.

(a) As compensation for the employment services to be rendered by Executive hereunder, the Company agrees to pay, or cause to be paid, to Executive during the Employment Term, and Executive agrees to accept, payable in accordance with the Company's normal payroll policy at the time in effect, a salary at the rate of Nine Hundred Fifty Thousand Dollars (\$950,000) per year, subject to such increases as may be approved in the discretion of the Compensation Committee of the Board of Directors (the "**Compensation Committee**") in its annual review of executive compensation.

(b) During each of the Company's fiscal years during the Employment Term, commencing with the fiscal year ending January 31, 2024, Executive shall be entitled to participate in the Company's Annual Incentive Program with a target bonus in the amount of \$1,500,000 (the "**Target Bonus**") for each fiscal year. The amount of the annual incentive paid to Executive with respect to any fiscal year shall be based on each year's Annual Incentive Program that will contain performance metrics and adjustments thereto as determined with respect to each fiscal year by the Compensation Committee.

(c) During the Employment Term, Executive shall be eligible to participate in equity grant programs established by the Compensation Committee with an annual guideline award value of \$1,500,000, subject to the discretion of the Compensation Committee to increase or decrease the actual equity award value and establish other terms and conditions of the award as it deems appropriate.

### 4. BENEFITS AND EXPENSES.

(a) Executive shall continue to receive the benefits and reimbursement of expenses that he currently receives and shall also be entitled to four (4) weeks paid vacation per year, and to participate in the benefit plans and arrangements and receive any other benefits customarily provided by the Company to its senior executive personnel (including any profit sharing, pension, disability insurance, hospital, major medical insurance and group life insurance plans in accordance with the terms of such plans) (the "**Benefit Plans**").

(b) The Company shall pay or reimburse Executive, upon presentment of suitable vouchers, for all reasonable business and travel expenses which may be incurred or paid by Executive in connection with his employment hereunder in accordance with Company policy. Executive shall comply with such requirements and shall keep such records as the Company may deem necessary to meet the requirements of the Internal Revenue Code of 1986, as amended from time to time (the "**Code**"), and regulations promulgated thereunder.

### 5. TERMINATION OF EMPLOYMENT; EFFECT OF TERMINATION.

(a) Executive's employment hereunder shall terminate upon the first to occur of the following:

(i) upon thirty (30) days' prior written notice to Executive upon the determination by the Company that Executive's employment shall be terminated for any reason which does not constitute "justifiable cause" (as hereinafter defined);

(ii) upon written notice to Executive by the Company in the event that there is justifiable cause for such termination;

(iii) automatically upon the death of Executive;

(iv) in accordance with the terms of subsection (e) hereof upon the “disability” (as hereinafter defined) of Executive;

(v) upon thirty (30) days’ prior written notice by Executive to the Company for “good reason” (as hereinafter defined); or

(vi) upon thirty (30) days’ prior written notice by Executive to the Company of the Executive’s voluntary termination of employment other than for good reason.

(b) For the purposes of this Agreement:

(i) the term “disability” shall mean the inability of Executive, due to illness, accident or any other physical or mental incapacity, substantially to perform the material functions of his duties for a period of three (3) consecutive months or for a total of four (4) months (whether or not consecutive) in any twelve (12) month period during the term of this Agreement, as reasonably determined by the Company in good faith;

(ii) the term “justifiable cause” shall mean: (1) the Executive’s repeated failure or refusal to perform his duties pursuant to, or Executive’s material breach of this Agreement, where such conduct shall not have ceased or been remedied within ten days following written warning from the Company specifying such conduct purported to give rise to justifiable cause; (2) the Executive’s conviction of, or entering a plea of guilty or no contest to, a felony; (3) the Executive’s performance of any act or the Executive’s failure to act, for which, if the Executive were prosecuted and convicted, a crime or offense involving money or property of the Company would have occurred; (4) the Executive’s performance of any act or the Executive’s failure to act which constitutes fraud or a breach of a fiduciary trust, including, without limitation, misappropriation of funds or a material misrepresentation of the Company’s operating results or financial condition; (5) any attempt by the Executive to secure any personal profit (other than pursuant to the terms of the Executive’s employment or through the Executive’s ownership of equity in the Company) in connection with the business of the Company (for example, without limitation, using Company assets to pursue other interests, diverting to the Executive or to a third party any business opportunity belonging to the Company, insider trading or taking bribes or kickbacks); (6) the Executive’s engagement in conduct or activities materially damaging to the property, business or reputation of the Company other than as a result of good faith performance of his duties; (7) the Executive’s illegal use of controlled substances; (8) any act or omission by the Executive involving malfeasance or gross negligence in the performance of the duties of the Executive’s employment to the material detriment of the Company; or (9) the entry of any order of a court that remains in effect and is not discharged for a period of at least sixty days, which enjoins or otherwise limits or restricts the performance by the Executive of the duties of the Executive’s employment, relating to any contract, agreement or commitment made by or applicable to the Executive in favor of any former employer or any other person; and



(iii) the term “good reason” shall mean any of the following events that occur, after expiration of any remedy or cure period, (A) (1) a material reduction or diminution in Executive’s title, position, authority, duties or responsibilities, or (2) the assignment to Executive of duties which are materially inconsistent with Executive’s title and position or which materially impair Executive’s ability to function as an Executive Vice President of the Company, or (3) a change in Executive’s line of reporting as set forth in the last sentence of Section 1 , which continues unremedied for a period of thirty (30) days after Executive has given written notice to the Company specifying in detail the applicable event or events purported to give rise to good reason pursuant to such clauses (1), (2) or (3), as the case may be, (B) a change in the Executive’s office location to a location more than fifty (50) miles outside of New York City, except for such travel as the Company may reasonably require, or (C) a reduction in Executive’s salary rate then in effect or failure to timely pay or provide Executive any compensation or benefits provided for in this Agreement or other material breach of this Agreement by the Company, and the Company’s failure to cure such failure or breach within a period of thirty (30) days after written notice of such failure or breach has been given by the Executive to the Company, it being understood that, as a condition to a termination for good reason, the Executive’s written notice to the Company must be provided within 90 days after the occurrence of the event giving rise to such termination.

(c) Upon termination of Executive’s employment by the Company for justifiable cause or voluntarily by Executive other than for good reason, Executive shall not be entitled to any amounts or benefits hereunder other than such portion of Executive’s annual salary, reimbursement of expenses and any amounts payable or benefits to be provided to Executive under the terms of the Benefit Plans, each as have been accrued through the date of the termination of his employment. For the avoidance of doubt, if Executive gives notice to the Company pursuant to Section 2 that the Employment Term shall not be extended any further, then the resulting termination of Executive’s employment will be deemed a voluntary termination by Executive other than for good reason and Executive will not be entitled to the severance benefits payable under Section 5(f).

(d) If Executive should die during the term of his employment hereunder, his employment shall terminate immediately. In such event, the estate of Executive shall thereupon be entitled to receive such portion of Executive’s annual salary as has been accrued through the date of his death, reimbursement of expenses and the bonus payable to Executive under Section 3(b) for the entire fiscal year in which such termination occurs, with the amount of such bonus being determined based on actual performance results for the entirety of such fiscal year and to be paid at the customary time when the Company pays such bonuses to its executives under the Company’s Annual Incentive Program. Executive’s estate also shall be entitled to any amounts or benefits payable or to be provided to Executive under the terms of the Benefit Plans.

(e) Upon Executive’s disability, the Company shall have the right to terminate Executive’s employment. Any termination pursuant to this subsection (e) shall be effective on the date thirty (30) days after which Executive shall have received written notice of the Company’s election to terminate. In such event, Executive shall thereupon be entitled to receive such portion of Executive’s annual salary as has been accrued through the date of termination, reimbursement of expenses and the bonus payable to Executive under Section 3(b) for the entire fiscal year in which such termination occurs, with the amount of such bonus being determined based on actual performance results for the entirety of such fiscal year and to be paid at the customary time when

the Company pays such bonuses to its executives under the Company's Annual Incentive Program. Executive shall also be entitled to any amounts or benefits payable or to be provided under the terms of the Benefit Plans.

(f) In the event that Executive's employment is terminated during the Employment Term by the Company without justifiable cause (including if the Company gives written notice to Executive pursuant to Section 2 that the Employment Term will not be extended any further) or if Executive terminates his employment for good reason, Executive shall be entitled to receive such portion of Executive's annual salary, reimbursement of expenses and any bonus as has been accrued through the date of the date of termination, together with any amounts or benefits payable or to be provided to Executive under the terms of the Benefit Plans; it being understood that the amount of the bonus payable to Executive for the fiscal year in which such termination occurs shall be determined based on actual performance results for the entirety of such fiscal year, but prorated based upon the amount of time Executive was employed by the Company prior to such termination during such fiscal year, with such pro rata bonus to be paid at the customary ds when the Company pays such bonuses to its executives under the Company's Annual Incentive Program. In addition, subject to the terms and conditions of this Agreement, in the event of any such termination referred to in the preceding sentence, the Company shall continue to pay compensation to Executive under Sections 3(a) and 3(b) and to provide benefits under Section 4(a) for a period of twenty-four (24) months from the date his employment terminates (sometimes referred to herein as the "severance amounts"). For the purposes of determining compensation payable to Executive pursuant to the preceding sentence, Executive's applicable salary will be the highest annual rate of salary in effect during the one-year period preceding the date Executive's employment terminates, and Executive shall be deemed to be entitled to an annual bonus for each 12-month period during such severance period in an amount equal to the greater of (i) the average annual cash bonus earned by Executive during the two fiscal years immediately preceding the fiscal year in which Executive's employment terminates and (ii) an annual bonus amount of \$500,000 (in addition to his salary compensation for such period), it being understood that the cash portion of the severance payments (including the sum of the salary continuation at the annual rate referred to above and the applicable deemed annual bonus amount described above) will be payable in equal installments in accordance with the Company's regular payroll schedule (thus, for illustration purposes only, if Executive's annual salary rate is \$950,000, the applicable annual bonus amount is \$1,500,000 and the Company's payroll schedule is monthly, Executive would receive in respect thereof severance payments of \$204,166.66 per month for each month during the 24-month severance period described above). Notwithstanding the foregoing, the Company's obligation to pay or provide and the Executive's right to receive severance amounts are conditioned upon (1) receipt by the Company, within 60 days after the termination of the Executive's employment, of a duly executed general release in the form of Exhibit A attached hereto which is no longer subject to revocation and (2) Executive's compliance with his obligations under Sections 7, 8 and 9 hereof. Subject to the preceding sentence, the payments and benefits provided for under this Section 5(f) shall not be reduced or affected by, or otherwise subject to any mitigation as a result of, any new employment position Executive may commence or any other compensation Executive may receive subsequent to the date his employment terminates. Subject to the provisions hereof, including, without limitation, satisfaction of the release condition imposed pursuant to this Section and any delayed payment requirement that may be imposed by Section 14 hereof, severance amounts required to be paid or provided under this Agreement shall be made or begin (x) with respect to such amounts that are subject to and not exempt from Section 409A of

the Internal Revenue Code of 1986, as amended at the end of the 60-day time period described above and (y) with respect to all other such amounts, on the payroll date immediately following the Company's receipt of the release which is no long subject to revocation; and, on such applicable payment commencement date, the Executive will be entitled to receive a single sum make-up payment equal to the sum of the severance payments (or applicable unpaid portion thereof) the Executive would have received from the date of the event giving rise to such severance payments and the delayed start date for such payments.

(g) Upon Executive's termination of his employment hereunder, this Agreement (other than Section 4(b), this Section 5 as applicable, and Sections 7, 8, 9, 10 and 13, which shall survive in accordance with their terms) shall terminate. In such event, and without limiting the provisions of Sections 5(c), (d), (e) and (f), Executive shall be entitled to receive such portion of Executive's annual salary as has been accrued to date. Executive shall be entitled to continue to participate in the Benefit Plans to the extent participation by former employees is required by law or permitted by such plans, with the expense of such participation to be as specified in such plans for former employees. Executive shall also be entitled to any amounts or benefits payable or to be provided under the terms of the Benefit Plans.

(h) Upon the Company giving notice of termination pursuant to Section 5(a)(i) or (ii) or Executive giving notice of termination pursuant to Section 5(a)(v) or (vi), the Company may require that Executive immediately leave the Company's premises, but such requirement shall not affect the effective date of termination of employment.

#### 6. REPRESENTATIONS AND AGREEMENTS OF EXECUTIVE.

Executive represents and warrants that he is free to enter into this Agreement and to perform the duties required hereunder, and that there are no employment contracts or understandings, restrictive covenants or other restrictions, whether written or oral, preventing the performance of his duties hereunder.

#### 7. NON-COMPETITION, NON-SOLICITATION AND NON-DISPARAGEMENT.

(a) In view of the unique and valuable services rendered and to be rendered by Executive to the Company, Executive's knowledge of the trade secrets and other proprietary information relating to the business of the Company or any of its subsidiaries or affiliates (collectively, the "**G-III Group**") and in consideration of the compensation to be received hereunder, Executive agrees that during his employment by the Company and for a period of one (1) year following the termination of Executive's employment hereunder or, if Executive becomes entitled to severance benefits under Section 5(f), for a period of two (2) years following the termination of Executive's employment hereunder (in either event, the "**Non-Competition Period**"), Executive shall not, whether for compensation or without compensation, directly or indirectly, as an owner, principal, partner, member, shareholder, employee, independent contractor, consultant, joint venturer, investor, licensor, licensee, lender or in any other capacity whatsoever, alone, or in association with any other person, carry on, be engaged or take part in, or render services (other than services which are generally offered to third parties) or advice to, own, share in the earnings of, invest in the stocks, bonds or other securities of, or otherwise become financially interested in, any business entity or person engaged in any business (x) that is in

competition with any business engaged in by the G-III Group during the term of Executive's employment by the Company and (y) that is conducted (including by virtue of having its products sold) in any country in which the G-III Group conducts its business (including by virtue of having its products sold) during the term of Executive's employment. The record or beneficial ownership by Executive of up to the lesser of (i) \$400,000 or (ii) 1.0% of the shares of any corporation whose shares are publicly traded on a national securities exchange or in the over-the-counter market shall not of itself constitute a breach hereunder. In addition, Executive shall not, directly or indirectly, during the Non-Competition Period (other than in connection with the good faith performance of his duties while employed by the Company), request or cause any customers, suppliers, licensees or licensors with whom the G-III Group has a business relationship to cancel or terminate any such business relationship with any member of the G-III Group or solicit, interfere with, entice from or hire from any member of the G-III Group any employee of any member of the G-III Group. The Executive, during the Employment Term and at all times thereafter, shall not make any derogatory comment concerning the G-III Group or any of its current or former directors, officers, stockholders or employees. Similarly, the then-current members of the Company's senior management shall not make any derogatory comment concerning the Executive. Notwithstanding the foregoing, neither of the preceding two sentences will prevent any person from making statements required by applicable law or legal process, to enforce their rights in the course of a judicial, arbitral, or regulatory proceeding, or within the G-III Group (or to the G-III Group's professional advisors) on a reasonable "need-to-know" basis.

(b) If any portion of the restrictions set forth in this Section 7 should, for any reason whatsoever, be declared invalid by a court of competent jurisdiction, the validity or enforceability of the remainder of such restrictions shall not thereby be adversely affected.

(c) Executive acknowledges that the provisions of this Section 7 were a material inducement to the Company to enter into this Agreement, and that the Company would not enter into this Agreement but for the agreements and covenants contained herein. Executive further acknowledges that the limitations set forth in this Section 7 are reasonable and properly required for the adequate protection of the business of the G-III Group. Executive hereby waives, to the extent permitted by law, any and all right to contest the validity of this Section 7 on the grounds of breadth of its geographic or product or service coverage or length of term. In the event any such limitation hereunder is deemed to be unreasonable by a court of competent jurisdiction, Executive agrees to the reduction of the territorial or time limitation to the area or time period which such court shall deem reasonable.

(d) Nothing contained in this Agreement shall require the Company to utilize Executive's services under this Agreement, the Company's only obligation to Executive being payment of his compensation, benefits and reimbursable expenses under the terms of this Agreement.

## 8. INVENTIONS AND DISCOVERIES.

(a) Executive shall promptly and fully disclose to the Company, with all necessary detail for a complete understanding of the same, all developments, know-how, improvements, concepts, ideas, designs, sketches, writings, processes and methods (whether copyrightable, patentable or otherwise) made, received, conceived, developed, acquired or written

during working hours, or otherwise, by Executive (whether or not at the request or upon the suggestion of the Company) during his employment with the Company, solely or jointly with others, using the G-III Group's resources, or relating to any current or proposed business or activities of the G-III Group known to him as a consequence of his employment or the rendering of services hereunder (collectively, the "Subject Matter").

(b) Executive hereby assigns and transfers, and agrees to assign and transfer, to the Company all his rights, title and interest in and to the Subject Matter, and Executive further agrees to deliver to the Company any and all drawings, notes, specifications and data relating to the Subject Matter, and to execute, acknowledge and deliver all such further papers, including applications for trademarks, copyrights or patents, as may be necessary to obtain trademarks, copyrights and patents for the Subject Matter in any and all countries and to vest title thereto in the Company. Executive shall assist the Company in obtaining such trademarks, copyrights or patents during the term of this Agreement, and any time thereafter on reasonable notice and at mutually convenient times, and Executive agrees to testify in any prosecution or litigation involving any of the Subject Matter; provided, however, that following termination of employment Executive shall be reimbursed his reasonable out-of-pocket expenses incurred in rendering such assistance or giving or preparing to give such testimony.

9. NON-DISCLOSURE OF CONFIDENTIAL INFORMATION.

(a) Executive shall not, during the term of this Agreement, or at any time following expiration or termination of this Agreement, directly or indirectly, disclose or permit to be known (other than as is required in the regular course of his duties (including without limitation disclosures to the Company's advisors and consultants) or as is required by law (in which case Executive shall give the Company prior written notice of such required disclosure) or with the prior written consent of the Company), to any person, firm or corporation, any Confidential Information (as hereinafter defined) acquired by him during the course of, or as an incident to, his employment hereunder, relating to the G-III Group, any customer, supplier, licensee or licensor of the G-III Group, or any corporation, partnership or other entity owned or controlled, directly or indirectly, by any of the foregoing, or in which any of the foregoing has a beneficial interest, including, but not limited to, the business affairs of each of the foregoing ("G-III Confidential Information"). As used herein, the term "Confidential Information" shall mean proprietary technology, trade secrets, designs, sketches, know-how, market studies and forecasts, competitive analyses, pricing policies, employee lists, personnel policies, manufacturing sources, the substance of agreements with customers, suppliers, licensors, licensees and others, marketing arrangements, licensing agreements, servicing and training programs and arrangements, customer lists and any other documents embodying such confidential information. This confidentiality obligation shall not apply to any G-III Confidential Information which becomes publicly available other than in violation of this Section 9.

(b) All information and documents relating to the G-III Group as hereinabove described (or other business affairs) shall be the exclusive property of the G-III Group. Upon termination of Executive's employment with the Company, all documents, records, reports, writings and other similar documents containing confidential information, including copies thereof, then in Executive's possession or control shall be returned and left with the Company.

10. SPECIFIC PERFORMANCE.

Executive agrees that if he breaches, or threatens to commit a breach of, any of the provisions of Sections 7, 8 or 9 (the “Restrictive Covenants”), the Company shall have, in addition to, and not in lieu of, any other rights and remedies available to the Company under law and in equity, the right to injunctive relief and/or to have the Restrictive Covenants specifically enforced by a court of competent jurisdiction, without the posting of any bond or other security, it being agreed that any breach or threatened breach of the Restrictive Covenants would cause irreparable injury to the G-III Group and that money damages would not provide an adequate remedy to the Company. Notwithstanding the foregoing, nothing herein shall constitute a waiver by Executive of his right to contest whether a breach or threatened breach of any Restrictive Covenant has occurred.

11. AMENDMENT OR ALTERATION.

No amendment or alteration of the terms of this Agreement shall be valid unless made in writing and signed by both of the parties hereto.

12. GOVERNING LAW.

This Agreement shall be governed by and construed in accordance with the laws of the State of New York applicable to agreements made and to be performed therein.

13. SEVERABILITY.

The holding of any provision of this Agreement to be invalid or unenforceable by a court of competent jurisdiction shall not affect any other provision of this Agreement, which shall remain in full force and effect.

14. WITHHOLDING; SECTION 409A.

(a) The Company may deduct and withhold from the payments to be made to Executive hereunder any amounts required to be deducted and withheld by the Company under the provisions of any applicable statute, law, regulation or ordinance now or hereafter enacted.

(b) For purposes of Section 409A of the Internal Revenue Code of 1986 and the regulations issued thereunder (“Section 409A”), each of the payments that may be made under this Agreement shall be deemed to be a separate payment. With respect to the time of payment of any amounts under this Agreement that are deemed to be “deferred compensation” subject to Section 409A, references to “termination of employment” (and terms of like import) shall mean “separation from service” within the meaning of Section 409A. Notwithstanding any provision to the contrary contained herein, if the Executive is treated as a “specified employee” within the meaning of Section 409A at the time of the termination of his employment, any payment otherwise required to be made to the Executive on account of such termination of employment which is properly treated as deferred compensation subject to Section 409A, shall be delayed until the first business day following the earlier of (1) the date six months following such termination of employment, or (2) the date of the Executive’s death; and, on the payment date as so delayed, the Company will make a single lump sum payment to the Executive (or the Executive’s estate, as the

case may be) equal to the aggregate amount of the payments that were so delayed. To the extent the Executive is entitled to receive taxable reimbursements and/or in-kind benefits, the following provisions apply: (i) the amount of such reimbursements and benefits the Executive receives in one year shall not affect amounts provided in any other year, (ii) such reimbursements must be made by the last day of the year following the year in which the expense was incurred, and (iii) such reimbursements and benefits may not be liquidated or exchanged for any other reimbursement or benefit. The parties intend that all payments under this Agreement will be exempt from or will comply with Section 409A, as applicable, and this Agreement shall be construed and interpreted in a manner that is consistent with that intent. Notwithstanding the foregoing, the Executive shall be solely responsible, and the Company shall have no liability, for any taxes, acceleration of taxes, interest or penalties arising under Section 409A with respect to any amounts payable under this Agreement.

15. NOTICES.

For the purposes of this Agreement, notices, demands and all other communications provided for in the Agreement shall be in writing and shall be deemed to have been duly given when delivered against receipt therefor or mailed by United States certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the Executive:	(On file with the Company)
If to the Company:	G-III Apparel Group, Ltd. 512 Seventh Avenue New York, New York 10019 Attention: Chief Financial Officer

16. COUNTERPARTS AND FACSIMILE SIGNATURES.

This Agreement may be signed in counterparts with the same effect as if the signatures to each counterpart were upon a single instrument, and all such counterparts together shall be deemed an original of this Agreement. For purposes of this Agreement, a facsimile copy of a party's signature shall be sufficient to bind such party.

17. WAIVER OR BREACH.

It is agreed that a waiver by either party of a breach of any provision of this Agreement shall not operate, or be construed, as a waiver of any subsequent breach by that same party.

18. ENTIRE AGREEMENT AND BINDING EFFECT.

Except for the Executive Transition Agreement, dated the date hereof, between the Company and the Executive (the "**Transition Agreement**"), this Agreement contains the entire agreement of the parties with respect to the subject matter hereof, supersedes all prior and contemporaneous agreements, both written and oral, between the parties with respect to the subject matter hereof, and may be modified only by a written instrument signed by each of the parties hereto. To the extent that payments to Executive in connection with a termination of his employment in connection with a "Change of Control" (as such term is defined in the Transition

Agreement) could be determined by the terms of both this Agreement and the Transition Agreement, the terms of the Transition Agreement shall apply to determine such payments to Executive upon such a termination of his employment; provided that, for the avoidance of doubt, it is understood that the foregoing shall not affect Executive's rights under this Agreement in respect of a termination by the Company without justifiable cause or a termination by Executive for good reason, notwithstanding the occurrence of any such "Change in Control," if for any reason such termination does not entitle Executive to the severance payments provided for under the Transition Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, heirs, distributors, successors and assigns; provided, however, that Executive shall not be entitled to assign or delegate any of his rights or obligations hereunder without the prior written consent of the Company. It is intended that Sections 7, 8, 9 and 10 benefit each of the Company and each other member of the G-III Group, each of which is entitled to enforce the provisions of Sections 7, 8, 9 and 10. Notwithstanding anything to the contrary, Executive shall be entitled to indemnification by the Company pursuant to the terms of any separate indemnification agreement as may be in effect from time to time for the benefit of Executive, and in any event the Company agrees that in the event Executive is made a party, or is threatened to be made a party, to any action, suit or proceeding, whether civil, criminal, administrative or otherwise, by reason of the fact that Executive is or was an officer, director, manager or employee of the Company or any of its affiliates, Executive shall be indemnified by the Company to the fullest extent permitted or authorized by the Company's articles of incorporation, bylaws or other governing documents.

19. SURVIVAL.

The termination of Executive's employment hereunder or the expiration of this Agreement shall not affect the enforceability of Sections 7, 8, 9 and 10 hereof.

20. FURTHER ASSURANCES.

The parties agree to execute and deliver all such further documents, agreements and instruments and take such other and further action as may be necessary or appropriate to carry out the purposes and intent of this Agreement.

21. CONSTRUCTION OF AGREEMENT.

No provision of this Agreement or any related document shall be construed against or interpreted to the disadvantage of any party hereto by any court or other governmental or judicial authority by reason of such party having or being deemed to have structured or drafted such provision.

22. HEADINGS.

The Section headings appearing in this Agreement are for the purposes of easy reference and shall not be considered a part of this Agreement or in any way modify, demand or affect its provisions.



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

G-III APPAREL GROUP, LTD.

By: /s/ Neal S. Nackman  
Name: Neal S. Nackman  
Title: Chief Financial Officer

/s/ Jeffrey Goldfarb  
Jeffrey Goldfarb

[Letterhead of G-III Apparel Group, Ltd.]

[Date]

[Executive]  
[Address]

Dear [Executive]:

This will confirm that your employment with G-III Apparel Group, Ltd.. (the “Company”) has been terminated as of [date]. In exchange for your general release and fulfillment of all of your commitments in this Agreement, which are set forth below, the Company will pay you the severance amounts set forth in Section 5(f) of your employment agreement with the Company (the “Employment Agreement”). In addition, you agree (i) to comply with the terms of Sections 7, 8 and 9 of the Employment Agreement, (ii) not to disparage the Company or any of its subsidiaries or affiliates (collectively, the “G-III Group”) or make or cause to be made any statement that is critical of or otherwise maligns the business reputation of the G-III Group and (iii) not to tortiously interfere in any manner with the present or future business activities of the G-III Group.

The foregoing voluntary payment is given in return for your discharge and release of all claims, obligations, and demands which you have, ever had, or in the future may have, against any member of the G-III Group and any of its or their stockholders, officers, directors, employees, or agents, arising out of or relating to your employment and the termination thereof up to the date of this Release, including, but not limited to, claims under Title VII of the Civil Rights Act of 1964, the Fair Labor Standards Act, applicable New York State law, the Civil Rights Act of 1991, the Age Discrimination in Employment Act, the Older Workers Benefits Protection Act, the Employee Retirement Income Security Act of 1974, the Americans With Disabilities Act, and all other federal, state, and local discrimination laws, and claims for wrongful discharge. You further waive and release any claimed right to reemployment, or employment in the future with the Company or any other member of the G-III Group. You do not, however, waive or release any claims which arise after the date that you execute this agreement or any claims to enforce your rights to any payments or benefits owed under the Employment Agreement or pursuant to any Benefit Plans (as defined in the Employment Agreement) or any claims or rights to indemnification by the Company pursuant to any indemnification agreement as may be in effect for your benefit or pursuant to the Company’s articles of incorporation, bylaws or other governing documents.

The Company has advised you to consult with an attorney and/or governmental agencies prior to executing this agreement. By executing this agreement you acknowledge that you have been provided an opportunity to consult with an attorney or other advisor of your choice regarding the terms of this agreement, that you have been given a minimum of twenty-one days in which to consider whether you wish to enter into this agreement, and that you have elected to enter into this agreement knowingly and voluntarily. You may revoke your assent to this agreement within seven days of its execution by you (the “Revocation Period”), and the agreement will not become effective or enforceable until the Revocation Period has expired.

If this is in accordance with our agreement, please sign and return to us the enclosed copy of this letter, which shall then be a binding agreement between us.

G-III APPAREL GROUP, LTD.

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Agreed and Accepted:

\_\_\_\_\_  
Jeffrey Goldfarb

**G-III APPAREL GROUP, LTD.  
EXECUTIVE TRANSITION AGREEMENT  
WITH JEFFREY GOLDFARB**

AGREEMENT made as of the fourth day of December, 2023, by and between G-III APPAREL GROUP, LTD. (the “Company”) and JEFFREY GOLDFARB (the “Executive”).

WITNESSETH:

WHEREAS, the Executive is employed as an executive of the Company; and

WHEREAS, the parties entered into an Executive Transition Agreement dated as of the 14<sup>th</sup> day of July, 2008, as amended (the “Prior Agreement”) providing for certain severance protections in the event of an involuntary termination of the Executive’s employment in conjunction with a “change in control” of the Company, as described therein; and

WHEREAS, it is the intention of the Company and the Executive that this Agreement supersede the Prior Agreement, and that from and as of the date hereof the Prior Agreement shall be cancelled and of no further force and effect;

NOW, THEREFORE, in consideration of the foregoing, and the respective covenants and agreements herein contained, the parties hereto agree as follows:

1. Severance Protection.

1.1 Severance Events. Subject to the provisions of this Agreement, the Executive will receive the severance payments and benefits described in Section 1.2 if a Change in Control (as defined below) occurs and, at any time during the (a) three-month period prior to the date of the Change in Control or (b) two-year period beginning on the date of the Change in Control, (i) the Company terminates the Executive’s employment without Cause (as defined below), or (ii) the Executive terminates the Executive’s employment for Good Reason (as defined below). For the purposes hereof, the term “Company” shall be deemed to include the Company, any subsidiary of the Company and, following a Change in Control, any direct or indirect successor to the Company.

1.2 Severance Payments and Benefits. If a severance event described in Section 1.1 occurs, then, subject to timely compliance with the release condition specified in Section 2 below, the Executive will be entitled to receive the following severance payments and benefits:

(a) an amount equal to 2.0 times the sum of (i) the Executive’s highest annual rate of salary in effect during the one-year period preceding the date the Executive’s employment terminates, plus (ii) the greater of (a) the average annual cash bonus earned by the Executive during the two fiscal years preceding the fiscal year in which the Executive’s employment terminates and (b) an annual bonus amount of \$500,000, which amount will be payable in equal periodic installments during the 24-month period following the termination of the Executive’s employment in accordance with normal payroll practices (for purposes of Section 409A of the Code, this series of installment payments is treated as a right to a series of separate payments), subject to delayed

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commencement and related make-up payment provisions set forth in Sections 2 and 11 of this Agreement; and

(b) if, immediately before the termination of the Executive's employment, the Executive and/or the Executive's spouse and/or any of the Executive's dependents participates (other than via COBRA) in a Company group health plan, then, for the 24 months following the date of such termination (or, if sooner, until corresponding coverage is obtained under a successor employer's plan), the Executive and/or such spouse and/or dependents may elect to continue participating in the Company's plan at the same benefit and contribution levels and on the same basis as if the Executive's employment had continued (which continuing participation will be deemed to be in addition to and not in lieu of COBRA); provided, however, that, if provision of such coverage is not permitted by the plan or by applicable law or would otherwise cause the Company to incur a penalty or additional tax, then, in lieu of such coverage, the Company will provide COBRA continuation coverage to the Executive, and the Executive's spouse and/or dependents, at the Company's sole expense, if and to the extent any of such persons elects and is entitled to receive COBRA continuation coverage, and, pursuant to applicable tax laws, the amount of the Company's subsidy will be reported as W-2 wage income to the Executive.

1.3 Definitions. For the purposes hereof, the following terms shall have the following meanings:

(a) "Cause" means (1) the Executive's repeated failure or refusal to perform the duties of the Executive's employment, consistent with past practice and his position and title where such conduct shall not have ceased or been remedied within ten days following written warning from the Company specifying such conduct; (2) the Executive's conviction of, or entering a plea of guilty or no contest to, a felony; (3) the Executive's performance of any act or the Executive's failure to act, for which, if the Executive were prosecuted and convicted, a crime or offense involving money or property of the Company would have occurred; (4) the Executive's performance of any act or the Executive's failure to act which constitutes fraud or a breach of a fiduciary trust, including, without limitation, misappropriation of funds or a material misrepresentation of the Company's operating results or financial condition; (5) any attempt by the Executive to secure any personal profit (other than pursuant to the terms of the Executive's employment or through the Executive's ownership of equity in the Company) in connection with the business of the Company (for example, without limitation, using Company assets to pursue other interests, diverting to the Executive or to a third party any business opportunity belonging to the Company, insider trading or taking bribes or kickbacks); (6) the Executive's engagement in conduct or activities materially damaging to the property, business or reputation of the Company other than as a result of good faith performance of his duties; (7) the Executive's illegal use of controlled substances; (8) any act or omission by the Executive involving malfeasance or gross negligence in the performance of the duties of the Executive's employment to the material detriment of the Company; or (9) the entry of any order of a court that remains in effect and is not discharged for a period of at least sixty days, which enjoins or otherwise limits or restricts the performance by the Executive of the duties of the Executive's employment, relating to any contract, agreement or commitment made by or applicable to the Executive in favor of any former employer or any other person.

(b) "Change in Control" means (i) the consummation of (A) any consolidation or merger of the Company in which the Company is not the continuing or surviving corporation

or pursuant to which shares of the Company's voting stock would be converted into cash, securities or other property, other than a merger of the Company in which the holders of the Company's voting stock immediately prior to the merger have the same proportionate ownership of voting stock of the surviving corporation immediately after the merger, or (B) any sale, lease, exchange or other transfer (in one transaction or a series of related transactions) of all, or substantially all, the assets of the Company; or (ii) the stockholders of the Company shall approve any plan or proposal for liquidation or dissolution of the Company; or (iii) any person (as such term is used in Sections 13(d) and 14(d)(2) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")), other than Morris Goldfarb, shall become the beneficial owner of 35% or more of the Company's then outstanding voting stock other than pursuant to a plan or arrangement entered into by such person and the Company; or (iv) during any period of two consecutive years, individuals who at the beginning of such period constitute the entire Board of Directors of the Company (the "Board") shall cease for any reason to constitute a majority thereof unless the election, or the nomination for election by the Company's stockholders, of each new director was approved by a vote of at least two-thirds of the directors then still in office who were directors at the beginning of the period.

(c) "Good Reason" means any of the following events that occur, after expiration of any remedy or cure period, (1) (i) a material reduction or diminution in the Executive's title, position, authority, duties or responsibilities, or (ii) the assignment to the Executive of duties which are materially inconsistent with the Executive's title and position or which materially impair the Executive's ability to function in his title and position, or (iii) a change in the Executive's line of reporting, (2) a change in the principal location of the Executive's employment to a location more than fifty (50) miles outside of New York City, except for travel reasonably required as part of such employment, (3) failure to timely pay the Executive any salary or bonus when due, (4) any reduction in (i) the Executive's annual rate of salary from the highest annual rate of salary in effect during the one-year period prior to the date of the Change of Control or (ii) the amount of annual bonus paid to the Executive after the date of the Change in Control in light of the results of operations of the Company for that year compared to the bonus paid for the most recent fiscal year prior to the date of the Change of Control in light of the results of operations of the Company for that year or (5) the non-renewal or non-extension by the Company of the term of any employment agreement in effect between the Company and the Executive for reasons other than Cause or "cause" as defined in such employment agreement. Notwithstanding the foregoing, in order to terminate for "Good Reason," the Executive must specify in writing to the Company (or the successor or acquiring company) the nature of the act or omission that the Executive deems to constitute Good Reason and provide the Company (or the successor or acquiring company) 30 days after receipt of such notice to review and, if required, correct the situation (and thus prevent the Executive's termination for Good Reason). Notice of termination for Good Reason must be provided, if at all, within 90 days after the occurrence of the event or condition giving rise to such termination.

2. Release of Claims; Timing of Payments. Notwithstanding anything herein to the contrary, Executive's right to receive and retain any severance payments or benefits under this Agreement shall be conditioned upon receipt by the Company, within the applicable 60-day time period described below, of a release substantially in the form annexed hereto as Exhibit A, which is no longer subject to revocation; it being understood that such release will not affect Executive's right to indemnity or vested benefits. For the purpose of the preceding sentence, the applicable period

shall be 60 days after the date of Executive's termination of employment, or, if the event giving rise to severance payments and benefits is a Change in Control occurring after Executive's termination of employment, 60 days after the date of the Change in Control. If the Executive fails to timely satisfy the foregoing release condition, then the Executive will not be entitled to receive or retain any severance payments or benefits under this Agreement. Subject to the provisions hereof, including, without limitation, satisfaction of the release condition imposed pursuant to this section and any delayed payment requirement that may be imposed by Section 11 below, severance payments required to be made under this Agreement shall be made or begin at the end of the applicable 60-day time period described above; and, on such payment commencement date, the Executive will be entitled to receive a single sum make-up payment equal to the sum of the severance payments the Executive would have received from the date of the event giving rise to such severance payments and the delayed start date for such payments.

3. **Golden Parachute Tax Limitation.** (a) Notwithstanding anything to the contrary contained in this Agreement or in any other agreement entered into by and between the Executive, on the one hand, and the Company or any of its affiliates, on the other hand, or in any incentive arrangement or plan (including equity arrangements and plans) offered by the Company or its affiliates, in the event that any amount or benefit paid or provided (or to be paid or provided) to the Executive pursuant to this Agreement, taken together with any other amounts or benefits paid or provided (or to be paid or provided) to the Executive by the Company or its affiliates (collectively, the "Covered Payments"), would constitute an "excess parachute payment" as defined in Section 280G of the Code, and would thereby subject the Executive to an excise tax under Section 4999 of the Code (the "Excise Tax"), then the provisions of this Section 3 will apply. If the aggregate present value (as determined for purposes of Section 280G of the Code) of the Covered Payments exceeds the amount that can be paid to the Executive without the Executive incurring an Excise Tax, then, solely to the extent that the Executive would be better off on an after-tax basis (taking into account all federal, state, and local taxes, including income, employment, and excise taxes) by receiving the maximum portion of the Covered Payments that may be made without the Executive becoming subject to the Excise Tax, the amounts payable to the Participant under this Agreement (or under any other agreement, arrangement, or plan) will be reduced (but not below zero) to the maximum amount that may be paid without the Executive becoming subject to the Excise Tax (such reduced payments to be referred to as the "Payment Cap"). In the event that the Executive receives reduced payments and benefits as a result of the application of this Section 3, reduction will be made in accordance with the following rules: (i) first, reductions will first be made from payments and benefits that are determined not to be nonqualified deferred compensation for purposes of Section 409A of the Code, and then will be made (to the extent necessary) out of payments and benefits that are subject to Section 409A of the Code; (ii) second, within such categories, reductions will first be made to cash severance payments before being made to other cash payments, and then last to payments in connection with equity awards; and (iii) third, within such categories, reductions will be made to payments and benefits in reverse chronological order (i.e., amounts due to be paid later will be reduced before amounts due to be paid sooner).

(b) The accounting firm engaged by the Company for general tax purposes or such other nationally-recognized accounting firm selected by the Company will perform the calculations contemplated by this Section 3. The Company and the Executive agree to provide such firm with such information and documents as such firm may reasonably request in order to perform such

calculations. The Company will bear all expenses of such firm with respect to the determinations required to be made hereunder. The accounting firm engaged to make the determinations hereunder will provide its calculations, together with detailed supporting documentation, to the Company and the Executive. If the accounting firm determines that no Excise Tax is payable with respect to a payment, either before or after the application of the Payment Cap, then it will furnish the Company with documentation reasonably acceptable to the Company that no Excise Tax will be imposed with respect to such payments. Any good faith determinations of the accounting firm made hereunder will be final, binding, and conclusive upon the Company and the Executive.

4. Effect of Other Agreements. Notwithstanding the provisions hereof, if any termination or severance payments or benefits are made or provided to the Executive by the Company pursuant to a written employment or other agreement between the Executive and the Company, the payments and benefits required to be provided under this Agreement shall be reduced by the amount of the comparable payments and benefits payable under such other agreement(s) in order to avoid duplication.

5. No Duty to Mitigate. Except as otherwise specifically provided herein, the Executive's entitlement to payments and benefits hereunder is not subject to mitigation or a duty to mitigate by the Executive.

6. Successors and Assigns. The Company shall require any successor or assignee, whether direct or indirect, by purchase, merger, consolidation or otherwise, to all or substantially all the business or assets of the Company and its subsidiaries taken as a whole, expressly and unconditionally to assume and agree to perform or cause to be performed the Company's obligations under this Agreement. In any such event, the term "Company," as used herein shall include any such successor or assignee.

7. Legal Fees to Enforce Rights after a Change in Control. If, following a Change in Control, the Company fails to comply with any of its obligations under this Agreement or the Company takes any action to declare this Agreement void or unenforceable or institutes any litigation or other legal action designed to deny, diminish or to recover from the Executive the payments and benefits intended to be provided, then the Executive shall be entitled to select and retain counsel at the expense of the Company (up to a maximum of \$50,000) to represent the Executive in connection with the good faith initiation or defense of any litigation or other legal action, whether by or against the Company or any director, officer, stockholder or other person affiliated with the Company or any successor thereto in any jurisdiction.

8. Not a Contract of Employment. This Agreement shall not be deemed to constitute a contract of employment between the Executive and the Company. Nothing contained herein shall be deemed to give the Executive a right to be retained in the employ or other service of the Company or to interfere with the right of the Company to terminate the Executive's employment at any time.

9. Governing Law; Venue. This Agreement shall be governed by the laws of the State of New York, excluding its conflict of law rules. Any suit with respect to this Agreement will be brought in the federal or state courts in the districts, which include New York, New York, and the Executive hereby agrees to submit to the personal jurisdiction and venue thereof.



10. Counterparts. This Agreement may be executed in separate counterparts, each of which will be an original and all of which taken together shall constitute one and the same agreement, and any party hereto may execute this Agreement by signing any such counterpart.

11. Tax Withholding; Section 409A Compliance. The payment of any amount pursuant to this Agreement shall be subject to all applicable tax withholding. For the purposes of this Agreement, a “termination of employment” or words of like import shall mean a “separation from service” within the meaning of Section 409A of the Code and the regulations issued thereunder. Notwithstanding any provision to the contrary in this Agreement, any payment otherwise required to be made to the Executive on account of the termination of the Executive’s employment, to the extent such payment is properly treated as deferred compensation subject to the Section 409A of the Code and the regulations and other applicable guidance issued by the Internal Revenue Service thereunder, and only if the Executive is treated as a “specified employee” within the meaning of Section 409A of the Code at the time of such termination of employment, shall not be made until the first business day after the expiration of six months from the date of the Executive’s termination of employment or, if earlier, the date of Executive’s death. On the payment date, as so delayed, there shall be paid to the Executive (or the Executive’s estate, as the case may be) in a single cash payment an amount equal to aggregate amount of the payments delayed pursuant to the preceding sentence. To the extent the Executive is entitled to receive taxable reimbursements and/or in-kind benefits, the following provisions apply: (i) the amount of such reimbursements and benefits the Executive receives in one year shall not affect amounts provided in any other year, (ii) such reimbursements must be made by the last day of the year following the year in which the expense was incurred; and (iii) such reimbursements and benefits may not be liquidated or exchanged for any other reimbursement or benefit. It is intended that any amounts payable under this Agreement and Company’s and Executive’s exercise of any authority or discretion hereunder shall comply with, and avoid the imputation of any tax, penalty or interest under Section 409A of the Code. This Agreement shall be construed and interpreted in a manner that is consistent with that intent (including that, to the extent required by Section 409A of the Code to avoid adverse tax consequences, if a payment or benefit hereunder is triggered as a result of a Change of Control, then such Change of Control must also constitute a “change in control event” as defined in Treasury Regulations issued under Section 409A of the Code). Notwithstanding the foregoing, Executive shall be solely responsible, and the Company shall have no liability, for any taxes, acceleration of taxes, interest or penalties arising under Section 409A of the Code.

12. Entire Agreement; Amendment. This Agreement contains the entire understanding between the parties hereto with respect to the subject matter hereof and supersedes any prior and/or contemporaneous understandings, agreements or representations, written or oral, relating to the subject matter hereof (including the Prior Agreement). This Agreement may be amended only by a written instrument signed by both parties.

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

G-III APPAREL GROUP, LTD.

By: /s/ Neal S. Nackman  
Name: Neal S. Nackman  
Title: Chief Financial Officer

/s/ Jeffrey Goldfarb  
Jeffrey Goldfarb

**RELEASE AGREEMENT**

This Release Agreement (“Agreement”) is made as of the \_\_ day of \_\_\_\_\_ 20\_\_, by and between [Executive] (“Executive”) and G-III Apparel Group, Ltd. (the “Company”).

1. This will confirm that a severance event as described in Section 1.1 of the Executive Transition Agreement between Executive and the Company, dated October \_\_, 2023 (the “Executive Transition Agreement”), has occurred. In accordance with paragraph 2 of the Executive Transition Agreement, the Executive’s right to receive and retain any severance payments or benefits under the Executive Transition Agreement is conditioned upon the timely receipt by the Company of a general release by the Executive in favor of Company, its affiliates and their officers, directors and employees, which is no longer subject to revocation. Accordingly, in consideration of the severance payments and benefits under the Executive Transition Agreement and other good and valuable consideration, Executive for himself and for the executors and administrators of his estate, his heirs, successors and assigns, hereby covenants not to commence an action or proceeding against, and releases and forever discharges, the Company and its, parent, subsidiaries, affiliates and their officers, directors, employees, and agents, and the respective executors, administrators, heirs, successors and assigns of the foregoing, from any and all claims and actions relating to Executive’s employment or the termination of Executive’s employment with the Company, including but not limited to actions arising under the New York State Executive Law, Title VII of the 1964 Civil Rights Act, the Age Discrimination in Employment Act (“ADEA”), the Older Workers Benefit Protection Act, the Americans With Disabilities Act, and the Administrative Code of The City of New York, and all other causes of action, suits, sums of money, debts, dues, accounts, reckonings, bonds, bills, covenants, contracts, controversies, agreements, promises, demands or damages of any nature whatsoever or by reason of any matter, cause or thing regardless of whether known or unknown at present, including tort or negligence claims, against the Company, its subsidiaries, affiliates, officers, directors, employees, and agents, which Executive ever had, now has or hereafter can, shall or may have for, upon, or by reason of, any matter, cause or thing whatsoever from the beginning of the world to the date hereof. The parties also agree that this Agreement does not either affect the rights and responsibilities of the Equal Employment Opportunity Commission to enforce the laws under its jurisdiction (the “EEO Laws”), or justify interfering with the protected right of an employee to file a charge or participate in an investigation or proceeding conducted by the Equal Employment Opportunity Commission under the EEO Laws. In the event the Equal Employment Opportunity Commission commences a proceeding against the Company in which Executive is a named party, Executive agrees to waive and forego any monetary claims which may be alleged by the Equal Employment Opportunity Commission to be owed to Executive. This release does not affect the Executive’s right, if any, to receive any vested payments or benefits accrued and payable under and in accordance with the Executive Transition Plan or any employee benefit plan in which Executive is a participant, nor shall this release affect any right the Executive may have to indemnification by the Company. For the purposes hereof, the term “Company” shall include any direct or indirect successor to the Company. Executive does not waive or release any claims which arise after the date Executive executes this Agreement.

2. Executive has been advised to consult with an attorney prior to executing this Agreement. By executing this Agreement, Executive acknowledges that (a) he has been provided with an opportunity to consult with an attorney or other advisor of his choice regarding the terms of this Agreement, (b) this is a final offer and Executive has been given [21 or 45, *as applicable*]

days in which to consider whether he wishes to enter into this Agreement, (c) Executive has elected to enter into this Agreement knowingly and voluntarily and (d) if he does so within fewer than [21]/[45] days from receipt of the final document he has knowingly and voluntarily waived the remaining time. This Agreement shall be fully effective and binding upon all parties hereto immediately upon execution of this Agreement except as to rights or claims arising under the ADEA, in which case Executive has 7 days following execution of this Agreement to change his mind (the "Revocation Period") by delivering written notice of such change to the Company within such 7-day period (and in the event of such a revocation, for the avoidance of doubt, severance payments and benefits under the Executive Transition Agreement will be forfeited by Executive).

\_\_\_\_\_  
Executive

G-III APPAREL GROUP, LTD.

By: \_\_\_\_\_  
Title: \_\_\_\_\_

AMENDED EMPLOYMENT AGREEMENT

AMENDED EMPLOYMENT AGREEMENT (this "Agreement") made as of November 27, 2023, between G-III Leather Fashions Inc., a New York corporation, with an office at 512 Seventh Avenue, New York, New York 10018 (the "Company"), and Dana Perlman, an individual residing at [redacted] (the "Executive").

WITNESSETH:

WHEREAS, the Company desires to employ Executive as a Chief Growth and Operations Officer of the Company, and Executive desires to be so employed by the Company, upon the terms and subject to the conditions herein set forth; and

NOW, THEREFORE, in consideration of the premises and of the mutual promises, representations and covenants herein contained, the parties hereto agree as follows:

1. EMPLOYMENT.

(a) Effective on the Start Date (as defined below), the Company hereby employs Executive as a Chief Growth and Operations Officer of the Company and Executive hereby agrees to accept such employment, subject to the terms and conditions herein set forth. Executive shall have duties, responsibilities and authorities as are commensurate with such position and hereby agrees to diligently, faithfully and competently perform such services and such additional duties and responsibilities, consistent with her position, as shall from time to time be reasonably assigned to her by the Company's Board of Directors or its Chief Executive Officer, and to diligently, faithfully and competently devote her entire business time, skill and attention to the performance of her duties and responsibilities to the Company. Notwithstanding the foregoing, provided that the following activities do not interfere or conflict with the performance of Executive's duties and responsibilities hereunder, nothing shall prevent Executive from serving in a board or limited advisory role (whether compensated or not), engaging in educational, religious, civic, charitable, community or similar types of activities, and/or managing Executive's (or Executive's family's) personal investments and affairs. The Company specifically agrees that Executive shall be permitted to continue to serve on the board of directors of O'Reilly Automotive Inc. Executive shall report directly to the Company's Chief Executive Officer.

(b) The "Start Date" shall be a date on which the Company and the Executive shall mutually agree, which is expected to be between September 15, 2023 and January 8, 2024.

2. COMPENSATION.

As compensation for the employment services to be rendered by Executive hereunder, the Company agrees to pay, or cause to be paid, to Executive, and Executive agrees to accept, payable in accordance with the Company's normal payroll policy at the time in effect:

(a) A salary at the rate of Seven Hundred and Fifty Thousand (\$750,000) per year. Executive's salary will be considered in good faith for increases in light of Executive's performance and scope of responsibility at the Company. Executive's salary shall not be decreased.

(b) For fiscal year ending January 31, 2025 and each fiscal year thereafter, Executive will be eligible to receive a target bonus of up to a maximum of two (2) times Executive's salary based on achieving the following performance criteria, which shall be adjudged in the reasonable discretion of the Company and weighted as follows: 60% based on pre-tax income vs. budget and 40% based on management's assessment of Executive's overall performance, including but not limited to the areas of management oversight, strategy and acquisitions. To be eligible for a bonus, if any, Executive must be actively employed on the day the bonus is due to be paid, except as otherwise provided in Section 4(d) or 4(e) of this Agreement.

(c) Within 30 days of Executive's Start Date, the Company will issue to Executive a restricted stock unit ("RSU") grant or similar equity grant valued at \$300,000 as of the date of the grant. The shares shall cliff vest on the third anniversary date of the grant. The RSU grant is subject to the approval of the Compensation Committee (which approval shall not unreasonably be withheld) and execution of the Company's customary agreement related to the issuance of RSUs.

(d) Executive will be eligible for annual RSU grants or similar equity grants. The awards, if any, will be subject to the discretion and approval of the Compensation Committee and execution of the Company's customary agreement related to the issuance of RSUs.

(e) Executive will be eligible for a sign-on bonus in the gross amount of Five Hundred Thousand Dollars (\$500,000), less applicable state and federal tax withholdings and deductions. To earn the sign-on bonus, Executive must be employed with the Company for six months, and the bonus will be payable within thirty days of Executive's six month anniversary. If, within twelve months following Executive's Start Date, Executive either voluntarily terminates her employment with the Company without good reason (as defined below) or is terminated by the Company for justifiable cause (as defined below), Executive will be required to repay the sign-on bonus in full.

### 3. BENEFITS AND EXPENSES.

(a) Executive shall be entitled to four (4) weeks paid vacation per year. Executive shall be eligible to participate in the benefit plans and arrangements and receive such other benefits as are customarily provided by the Company to its senior executive personnel (including any profit sharing, pension, disability insurance, hospital, major medical insurance and group life insurance plans in accordance with the terms of such plans) (the "Benefit Plans").

(b) The Company shall pay or reimburse Executive, upon presentment of suitable documentation, for all reasonable business and travel expenses which may be incurred or paid by Executive in connection with her employment hereunder in accordance with Company policy. Executive shall comply with such requirements and shall keep such records as the Company may deem necessary to meet the requirements of the Internal Revenue Code

of 1986, as amended from time to time (the "Code"), and regulations promulgated thereunder.

4. TERMINATION OF EMPLOYMENT; EFFECT OF TERMINATION.

(a) Executive's employment hereunder shall terminate upon the first to occur of the following:

(i) upon thirty (30) days' prior written notice to Executive upon the determination by the Company that Executive's employment shall be terminated for any reason which does not constitute "justifiable cause" (as hereinafter defined);

(ii) upon written notice to Executive by the Company in the event that there is justifiable cause for such termination;

(iii) automatically upon the death of Executive;

(iv) in accordance with the terms of subsection (e) hereof upon the "disability" (as hereinafter defined) of Executive;

(v) upon thirty (30) days' prior written notice by Executive to the Company for "good reason" (as hereinafter defined); or

(vi) upon thirty (30) days' prior written notice by Executive to the Company of the Executive's voluntary termination of employment other than for good reason (as hereinafter defined)

(b) For the purposes of this Agreement:

(i) the term "disability" shall mean the inability of Executive, due to illness, accident or any other physical or mental incapacity, substantially to perform the material functions of her duties for a period of three (3) consecutive months or for a total of four (4) months (whether or not consecutive) in any twelve (12) month period during the term of this Agreement, as reasonably determined in good faith in writing by a physician mutually selected by the Executive and the Company in good faith;

(ii) the term "justifiable cause" shall mean: (1) the Executive's repeated and willful failure or refusal to perform her duties pursuant to this Agreement or Executive's material breach of this Agreement, where such conduct shall not have ceased or been remedied within ten days following written warning from the Company specifying such conduct purported to give rise to justifiable cause; (2) the Executive's conviction of, or entering a plea of guilty or no contest to, a felony; (3) the Executive's performance of any act or the Executive's failure to act, for which, if the Executive were prosecuted and convicted, a crime or offense involving money or property of the Company would have occurred; (4) the Executive's performance of any act or the Executive's failure to act which constitutes fraud or a breach of a fiduciary trust, including, without limitation, misappropriation of funds or a material misrepresentation of the Company's operating results

or financial condition; (5) any attempt by the Executive to secure any personal profit (other than pursuant to the terms of the Executive's employment or through the Executive's ownership of equity in the Company) in connection with the business of the Company (for example, without limitation, using Company assets to pursue other interests, diverting to the Executive or to a third party any business opportunity belonging to the Company, insider trading or taking bribes or kickbacks); (6) the Executive's engagement in misconduct materially damaging to the property, business or reputation of the Company other than as a result of the good faith performance of her duties; (7) the Executive's illegal use of controlled substances; (8) any act or omission by the Executive involving malfeasance or gross negligence in the performance of the duties of the Executive's employment to the material detriment of the Company; or (9) the entry of any order of a court that remains in effect and is not discharged for a period of at least sixty days, which enjoins or otherwise limits or restricts the performance by the Executive of the duties of the Executive's employment, relating to any contract, agreement or commitment made by or applicable to the Executive in favor of any former employer or any other person;

(iii) the term "good reason" shall mean any of the following events that occur, after expiration of any remedy or cure period, (A) (1) a material diminution in Executive's title or reporting line or (2) the assignment to Executive of duties which are materially inconsistent with Executive's title and position or which materially impairs Executive's ability to function as Executive Vice President, Chief Growth and Operations Officer of the Company, which continues unremedied for a period of thirty (30) days after Executive has given written notice to the Company specifying in detail the applicable event or events purported to give rise to good reason pursuant to such clauses (1) or (2), as the case may be, (B) a change in the Executive's office location to a location more than fifty (50) miles outside of New York City, except for such travel as the Company may reasonably require, which continues unremedied for a period of thirty (30) days after Executive has given written notice to the Company, or (C) a reduction in Executive's salary rate then in effect or failure to timely pay or provide Executive any compensation or benefits provided for in this Agreement or other material breach of this Agreement by the Company, which failure or breach continues unremedied for a period of thirty (30) days after written notice of such failure or breach has been given by the Executive to the Company. As a condition to a termination for good reason, the Executive's written notice to the Company must be provided within 90 days after the later of the occurrence of the event giving rise to such termination or the Executive's knowledge of such event or condition.

(c) Upon termination of Executive's employment by the Company for justifiable cause or voluntarily by Executive other than for good reason, Executive shall not be entitled to any amounts or benefits hereunder other than such portion of Executive's annual salary and such amounts payable or benefits to be provided to Executive under the terms of the Benefit Plans that had accrued through the date of the termination of her employment and any unpaid reimbursable expenses.

(d) If Executive should die during the term of her employment hereunder, this Agreement shall terminate immediately. In such event, the estate of Executive shall thereupon be entitled to receive any unpaid portion of Executive's annual salary through the date of Executive's death, any unpaid annual bonus attributable to the fiscal year prior to the fiscal year of Executive's death, any unpaid amounts or benefits payable or to be provided to



Executive under the terms of the Benefit Plans, and any unpaid reimbursable expenses.

(e) Upon Executive's disability, the Company shall have the right to terminate Executive's employment. Any termination pursuant to this subsection (e) shall be effective on the date thirty (30) days after which Executive shall have received written notice of the Company's election to terminate. In such event, Executive shall thereupon be entitled to receive any unpaid portion of Executive's annual salary through the date of Executive's termination of employment, any unpaid amounts or benefits payable or to be provided to Executive under the terms of the Benefit Plans, and any unpaid reimbursable expenses.

Executive shall also be entitled to receive any unpaid annual bonus attributable to the fiscal year prior to the fiscal year of Executive's termination of employment due to her disability; any such bonus shall be pro-rated based on the number of days in the prior fiscal year Executive was not on leave due to a disability.

(f) In the event that Executive's employment is terminated by the Company without justifiable cause or if Executive terminates her employment for good reason, Executive shall be entitled to receive such portion of Executive's annual salary, reimbursement of expenses and any bonus as has been accrued through the date of termination, together with any amounts or benefits payable or to be provided to Executive under the terms of the Benefit Plans. In addition, subject to the terms and conditions of this Agreement, in the event of any such termination referred to in the preceding sentence, the Company shall continue to pay to Executive the salary under Section 2(a) and to provide benefits under Section 3(a) for a period of twelve (12) months from the date her employment terminates (sometimes referred to herein as the "severance amounts"). For the purposes of determining compensation payable to Executive pursuant to the preceding sentence, Executive's applicable salary will be the highest annual rate of salary in effect during the one-year period preceding the date Executive's employment terminates. Notwithstanding the foregoing, the Company's obligation to pay or provide, and the Executive's right to receive, severance amounts are conditioned upon (1) receipt by the Company, within thirty (30) days after the termination of the Executive's employment, of a duly executed general release in the form of Exhibit A attached hereto that is not subsequently revoked by Executive and (2) Executive's material compliance with her obligations under Sections 6, 7, and 8 hereof. Subject to the preceding sentence, the payments and benefits provided for under this Section 4(f) shall not be reduced or affected by, or otherwise subject to any mitigation as a result of, any new employment position Executive may commence or any other compensation Executive may receive subsequent to the date her employment terminates. Subject to the provisions hereof, including, without limitation, satisfaction of the release condition imposed pursuant to this Section and any delayed payment requirement that may be imposed by Section 14 hereof, severance amounts required to be paid or provided under this Agreement shall be made or begin (x) with respect to such amounts that are subject to and not exempt from Section 409A of the Internal Revenue Code of 1986, as amended, at the end of the 30-day time period described above and (y) with respect to all other such amounts, on the payroll date immediately following the Company's receipt of the release that is no longer subject to revocation by Executive; and, on such applicable payment commencement date, the Executive will be entitled to receive a single sum make-up payment equal to the sum of the severance payments (or applicable unpaid portion thereof) the Executive would have received from the date of the event giving rise to such severance payments and the delayed start date for such payments.

(g) Upon Executive's termination of her employment hereunder, this Agreement (other than Section 3(b), this Section 4 as applicable, and Sections 6, 7, 8, 9, and

12, which shall survive in accordance with their terms) shall terminate. In such event, and without limiting the provisions of Sections 4(c), (d), (e) and (f), Executive shall be entitled to receive such portion of Executive's annual salary as has been accrued to date. Executive shall be entitled to continue to participate in the Benefit Plans to the extent participation by former employees is required by law or permitted by such plans, with the expense of such participation to be as specified in such plans for former employees. Executive shall also be entitled to any amounts or benefits payable or to be provided under the terms of the Benefit Plans.

(h) Upon the Company giving notice of termination pursuant to Section 4(a)(i) or (ii) or Executive giving notice of termination pursuant to Section 4(a)(v) or (vi), the Company may require that Executive immediately leave the Company's premises, but such requirement shall not affect the effective date of termination of employment.

#### 5. REPRESENTATIONS AND AGREEMENTS OF EXECUTIVE.

Executive represents that she has apprised the Company of all restrictive covenants or other restrictions applicable to Executive and that she has given the Company a copy of any and all agreements or documents that contain such restrictive covenants or other restrictions.

#### 6. CONFIDENTIALITY, NON-COMPETITION AND NON-SOLICITATION.

(a) Executive and the Company agree to execute and abide by the terms of the Confidentiality, Non-Competition and Non-Solicitation Agreement that is attached hereto as Exhibit B and made a part hereof.

(b) Executive acknowledges that the provisions of the Confidentiality, Non-Competition and Non-Solicitation Agreement were a material inducement to the Company to enter into this Agreement, and that the Company would not enter into this Agreement but for the agreements and covenants contained herein. Executive further acknowledges that the limitations set forth in the Confidentiality, Non-Competition and Non-Solicitation Agreement are reasonable and properly required for the adequate protection of the business of the Company. Executive hereby waives, to the extent permitted by law, any and all right to contest the validity of the Confidentiality, Non-Competition and Non-Solicitation Agreement on the grounds of breadth of its geographic or product or service coverage or length of term. In the event any such limitation hereunder is deemed to be unreasonable by a court of competent jurisdiction, Executive agrees to the reduction of the territorial or time limitation to the area or time period which such court shall deem reasonable.

#### 7. INVENTIONS AND DISCOVERIES.

(a) Executive shall promptly and fully disclose to the Company, with all necessary detail for a complete understanding of the same, all developments, improvements, concepts, ideas, designs, sketches, writings, processes and methods (whether copyrightable, patentable or otherwise) made, received, conceived, developed, acquired or written during working hours, or otherwise, by Executive (whether or not at the request or upon the suggestion of the Company) during her employment with the Company, solely or jointly with others, using

the resources of the Company or any of its subsidiaries or affiliates (collectively, the "G-III Group"), or relating to any current or demonstrably planned business or activities of the G-III Group known to her as a consequence of her employment or the rendering of services hereunder (collectively, the "Subject Matter").

(b) Executive hereby assigns and transfers, and agrees to assign and transfer, to the Company all her rights, title and interest in and to the Subject Matter, and Executive further agrees to deliver to the Company any and all drawings, notes, specifications and data relating to the Subject Matter, and to execute, acknowledge and deliver all such further papers, including applications for trademarks, copyrights or patents, as may be necessary to obtain trademarks, copyrights and patents for the Subject Matter in any and all countries and to vest title thereto in the Company. Executive shall assist the Company in obtaining such trademarks, copyrights or patents during the term of this Agreement, and any time thereafter on reasonable notice and at mutually convenient times, and Executive agrees to testify in any prosecution or litigation involving any of the Subject Matter; provided, however, that following termination of employment Executive shall be reimbursed her reasonable out-of-pocket expenses incurred in rendering such assistance or giving or preparing to give such testimony.

8. NON-DISCLOSURE OF CONFIDENTIAL INFORMATION.

(a) Executive shall not, during the term of this Agreement, or at any time following expiration or termination of this Agreement, directly or indirectly, disclose or permit to be known (other than as is required in the regular course of her duties, including without limitation disclosures to the Company's advisors and consultants, or as is required by law, in which case Executive shall give the Company prior written notice of such required disclosure, or with the prior written consent of the Company) to any person, firm or corporation any Confidential Information (as hereinafter defined) acquired by her during the course of, or as an incident to, her employment hereunder, relating to the G-III Group, any customer, supplier, licensee or licensor of the G-III Group, or any corporation, partnership or other entity owned or controlled, directly or indirectly, by any of the foregoing, or in which any of the foregoing has a beneficial interest, including, but not limited to, the business affairs of each of the foregoing. As used herein, the term "Confidential Information" shall mean proprietary technology, trade secrets, designs, sketches, market studies and forecasts, competitive analyses, pricing policies, employee lists, personnel policies, manufacturing sources, the substance of agreements with customers, suppliers, licensors, licensees and others, marketing arrangements, licensing agreements, servicing and training programs and arrangements, customer lists and any other documents embodying such confidential information. Notwithstanding the foregoing, Confidential Information shall not include any information which is or becomes publicly available other than in violation of this Section 8, any information in Executive's possession or known to Executive prior to employment with the Company, Executive's contact lists, whether in electronic or paper form (e.g. rolodex, Outlook contacts, etc.), or any information which Employee obtains after the termination of Employee's employment with the Company from a third party who to the knowledge of Employee has the right to disclose such information.

(b) All information and documents relating to the G-III Group as hereinabove

described (or other business affairs) shall be the exclusive property of the G-III Group. Upon termination of Executive's employment with the Company, all documents, records, reports, writings and other similar documents containing confidential information, including copies thereof, then in Executive's possession or control shall be returned and left with the Company.

9. SPECIFIC PERFORMANCE.

Executive agrees that if she breaches, or threatens to commit a breach of, any of the provisions of Sections 6, 7, or 8 (the "Restrictive Covenants"), the Company shall have, in addition to, and not in lieu of, any other rights and remedies available to the Company under law and in equity, the right to seek injunctive relief and/or to seek to have the Restrictive Covenants specifically enforced by a court of competent jurisdiction, without the posting of any bond or other security, it being agreed that any breach or threatened breach of the Restrictive Covenants may cause irreparable injury to the G-III Group and that money damages may not provide an adequate remedy to the Company. Notwithstanding the foregoing, nothing herein shall constitute a waiver by Executive of her right to contest whether a breach or threatened breach of any Restrictive Covenant has occurred.

10. AMENDMENT OR ALTERATION.

No amendment or alteration of the terms of this Agreement shall be valid unless made in writing and signed by both of the parties hereto.

11. ARBITRATION.

Executive and the Company agree to execute and abide by the terms of the Arbitration Agreement that is attached hereto as Exhibit C and made a part hereof.

12. GOVERNING LAW.

This Agreement shall be governed by and construed in accordance with the laws of the State of New York applicable to agreements made and to be performed therein.

13. SEVERABILITY.

The holding of any provision of this Agreement to be invalid or unenforceable by a court of competent jurisdiction shall not affect any other provision of this Agreement, which shall remain in full force and effect.

14. WITHHOLDING; SECTION 409A.

(a) The Company may deduct and withhold from the payments to be made to Executive hereunder any amounts required to be deducted and withheld by the Company under the provisions of any applicable statute, law, regulation or ordinance now or hereafter enacted.

(b) For purposes of Section 409A of the Internal Revenue Code of 1986 and the regulations issued thereunder ("Section 409A"), each of the payments that may be made under this Agreement shall be deemed to be a separate payment. With respect to the time of payment

of any amounts under this Agreement that are deemed to be "deferred compensation" subject to Section 409A, references to "termination of employment" (and terms of like import) shall mean "separation from service" within the meaning of Section 409A. Notwithstanding any provision to the contrary contained herein, if the Executive is treated as a "specified employee" within the meaning of Section 409A at the time of the termination of her employment, any payment otherwise required to be made to the Executive on account of such termination of employment which is properly treated as deferred compensation subject to Section 409A, shall be delayed until the first business day following the earlier of (1) the date six months following such termination of employment, or (2) the date of the Executive's death; and, on the payment date as so delayed, the Company will make a single lump sum payment to the Executive (or the Executive's estate, as the case may be) equal to the aggregate amount of the payments that were so delayed. To the extent the Executive is entitled to receive taxable reimbursements and/or in-kind benefits, the following provisions apply: (i) the amount of such reimbursements and benefits the Executive receives in one year shall not affect amounts provided in any other year, (ii) such reimbursements must be made by the last day of the year following the year in which the expense was incurred, and (iii) such reimbursements and benefits may not be liquidated or exchanged for any other reimbursement or benefit. The parties intend that all payments under this Agreement will be exempt from or will comply with Section 409A, as applicable, and this Agreement shall be construed and interpreted in a manner that is consistent with that intent. Notwithstanding the foregoing, the Executive shall be solely responsible, and the Company shall have no liability, for any taxes, acceleration of taxes, interest or penalties arising under Section 409A with respect to any amounts payable under this Agreement.

15. NOTICES.

Any notices required or permitted to be given hereunder shall be sufficient if in writing, and if delivered by hand or overnight courier, or sent by certified mail, return receipt requested, to the addresses set forth above or such other address as either party may from time to time designate in writing to the other, and shall be deemed given as of the date of the delivery or at the expiration of three days in the event of a mailing.

16. COUNTERPARTS AND FACSIMILE SIGNATURES.

This Agreement may be signed in counterparts with the same effect as if the signatures to each counterpart were upon a single instrument, and all such counterparts together shall be deemed an original of this Agreement. For purposes of this Agreement, an emailed or facsimile copy of a party's signature shall be sufficient to bind such party.

17. WAIVER OR BREACH.

It is agreed that a waiver by either party of a breach of any provision of this Agreement shall not operate, or be construed, as a waiver of any subsequent breach by that same party.

18. ENTIRE AGREEMENT AND BINDING EFFECT.

This Agreement contains the entire agreement of the parties with respect to the subject matter hereof, supersedes all prior and contemporaneous agreements, both written and oral, between the parties with respect to the subject matter hereof, and may be modified only by a

written instrument signed by each of the parties hereto. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, heirs, distributors, successors and assigns; provided, however, that Executive shall not be entitled to assign or delegate any of her rights or obligations hereunder without the prior written consent of the Company. It is intended that Sections 6, 7, 8, and 9 benefit each of the Company and each other member of the G-III Group, each of which is entitled to enforce the provisions of Sections 6, 7, 8, and 9. Notwithstanding anything to the contrary, Executive shall be entitled to indemnification by the Company pursuant to the terms of any separate indemnification agreement as may be in effect from time to time for the benefit of Executive, and in any event the Company agrees that in the event Executive is made a party, or is threatened to be made a party, to any action, suit or proceeding, whether civil, criminal, administrative or otherwise, by reason of the fact that Executive is or was an officer, director, manager or employee of the Company or any of its affiliates, Executive shall be indemnified by the Company to the fullest extent permitted or authorized by the Company's articles of incorporation, bylaws or other governing documents.

19. SURVIVAL.

The termination of Executive's employment hereunder or the expiration of this Agreement shall not affect the enforceability of Sections 6, 7, 8, and 9 hereof.

20. FURTHER ASSURANCES.

The parties agree to execute and deliver all such further documents, agreements and instruments and take such other and further action as may be necessary or appropriate to carry out the purposes and intent of this Agreement.

21. CONSTRUCTION OF AGREEMENT.

No provision of this Agreement or any related document shall be construed against or interpreted to the disadvantage of any party hereto by any court or other governmental or judicial authority by reason of such party having or being deemed to have structured or drafted such provision.

22. HEADINGS.

The Section headings appearing in this Agreement are for the purposes of easy reference and shall not be considered a part of this Agreement or in any way modify, demand or affect its provisions.

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

G-III LEATHER FASHIONS, INC.

By: /s/ Morris Goldfarb  
Name: Morris Goldfarb  
Title: Chief Executive Officer

Agreed and Accepted:

By: /s/ Dana Perlman  
Dana Perlman

Date: November 27, 2023

**EXHIBIT A**

[Letterhead of G-III Leather Fashions Inc.]

[Date]

[Executive]  
[Address]

Dear [Executive]:

This will confirm that your employment with G-III Leather Fashions Inc.. (the "Company") has terminated as of [date]. In exchange for your general release and fulfillment of all of your commitments in this letter ("Agreement"), which are set forth below, the Company will pay you the severance amounts set forth in Section 4(f) of your employment agreement with the Company (the "Employment Agreement"). In addition, you agree (i) to comply with the terms of Sections 6, 7, and 8 of the Employment Agreement, (ii) not to disparage the Company or any of its subsidiaries or affiliates (collectively, the "G-III Group") or any of the G-III Group's directors, officers or employees, or make or cause to be made any statement that is critical of or otherwise maligns the business reputation of the G-III Group and (iii) not to tortiously interfere in any manner with the present or future business activities of the G-III Group.

The foregoing voluntary payment is given in return for your discharge and release of all claims, obligations, and demands which you have, ever had, or in the future may have, against any member of the G-III Group and any of its or their stockholders, officers, directors, employees, or agents, each in their capacity as such, arising out of or relating to your employment and the termination thereof up to the date of this Release, including, but not limited to, claims under Title VII of the Civil Rights Act of 1964, the Fair Labor Standards Act, applicable New York State law, the Civil Rights Act of 1991, the Age Discrimination in Employment Act, the Older Workers Benefits Protection Act, the Employee Retirement Income Security Act of 1974, the Americans With Disabilities Act, and all other federal, state, and local discrimination laws, and claims for wrongful discharge. You further waive and release any claimed right to reemployment, or employment in the future with the Company or any other member of the G-III Group. You do not, however, waive or release any claims (i) which arise after the date that you execute this agreement; (ii) that cannot be released as a matter of law, including your rights to COBRA, workers compensation, and unemployment insurance (the application for which shall not be contested by the Company); (iii) to enforce your rights to any payments or benefits owed under the Employment Agreement or pursuant to any Benefit Plans (as defined in the Employment Agreement); or (iv) any claims or rights to indemnification by the Company pursuant to any indemnification agreement as may be in effect for your benefit or pursuant to the Company's articles of incorporation, bylaws or other governing documents or applicable law.<sup>1</sup>

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<sup>1</sup> Subject to revision if and when applicable in light of any changes in the law.



The Company has advised you to consult with an attorney and/or governmental agencies prior to executing this Agreement. By executing this Agreement you acknowledge that you have been provided an opportunity to consult with an attorney or other advisor of your choice regarding the terms of this Agreement, that you have been given a minimum of twenty-one days in which to consider whether you wish to enter into this Agreement, and that you have elected to enter into this Agreement knowingly and voluntarily. You may revoke your assent to this Agreement within seven days of its execution by you (the "Revocation Period"), and the Agreement will not become effective or enforceable until the Revocation Period has expired.

If this is in accordance with our agreement, please sign and return to us the enclosed copy of this letter, which shall then be a binding agreement between us.

**G-III Leather Fashions, Inc.**

By: \_\_\_\_\_  
Name:  
Title:

**ACCEPTED AND AGREED TO:**

By: \_\_\_\_\_  
Dana Perlman

Date: \_\_\_\_\_

## EXHIBIT B

### **CONFIDENTIALITY, NON-COMPETITION AND NON-SOLICITATION AGREEMENT**

**CONFIDENTIALITY, NON-COMPETITION AND NON-SOLICITATION AGREEMENT**, dated as of \_\_\_\_\_ (the "**Agreement**"), between G-III Leather Fashions, Inc., with offices located at 512 Seventh Avenue, New York, New York 10018 (the "**Company**"), and Dana Perlman, an individual residing at [redacted] ("**Employee**"). In consideration of Employee's employment with the Company, the Company and Employee agree as follows:

1. **Confidential Information.** Without the prior written permission of the Company, Employee shall not, either during or after the termination of Employee's employment, in any way, furnish, disclose, publish or make accessible, or cause or permit the furnishing, disclosure or publication of, or the provision of access, to any person, firm or corporation, or use, except while employed by the Company in the regular course of business and for the benefit of the Company, its parent, subsidiaries and affiliates (collectively, the "**G-III Companies**") any Confidential Information (as hereinafter defined) and Confidential Materials (as hereinafter defined). As used in this Section 1, "Confidential Information" shall (a) mean information not generally known to the public or readily obtainable by third parties from outside sources, including trade secrets, relating to the business of the G-III Companies, their respective officers, directors and employees, and any customer, supplier, licensor, or licensee of the G-III Companies, which Employee now or hereafter possesses as a result of Employee's employment by any of the G-III Companies, including without limitation information regarding operations, proposed new businesses, financial condition, sales, products, design concepts, personnel, financial information, business projections, marketing plans, customer and supplier information, design concepts, line plans, composites, sketches, methods, processes and operating procedures, and (b) notwithstanding the foregoing, exclude information that generally is in, or generally comes into, the public domain through no fault of Employee, any information in Executive's possession or known to Executive prior to employment with the Company, Executive's contact lists, whether in electronic or paper form (e.g. rolodex, Outlook contacts, etc.), or any information which Employee obtains after the termination of Employee's employment with the Company from a third party who to the knowledge of Employee has the right to disclose such information. As used in this Section 1, "Confidential Materials" shall mean all tangible materials containing Confidential Information, including without limitation drawings, schematics, written or printed documents, emails, computer disks, thumb drives and other electronic storage devices.

Upon the earlier of the termination of Employee's employment with the Company or demand by the Company, Employee shall deliver to the Company all Confidential Materials and all computer files, books, printed materials, records, designs, drawings, visual materials and any other documents (whether maintained in paper, electronic or any other medium) containing any Confidential Information in Employee's possession or control to the Company, and Employee agrees not to retain any copies or extracts thereof, provided, however, that Employee may retain Employee's contact lists, whether in electronic or paper form (e.g. rolodex, Outlook contacts and calendar, etc.) and copies of documents related to Employee's compensation and benefits. Employee shall notify the Company immediately upon discovering any unauthorized use or

disclosure of Confidential Information or Confidential Materials and agrees to cooperate with the Company in every reasonable way to help the Company regain possession of the Confidential Information and/or Confidential Materials and/or to prevent further unauthorized use or disclosure of same. Nothing contained herein is intended to prohibit Employee's compliance with legal process, provided, however, that in the event of a document request or subpoena calling for the disclosure of Confidential Information and/or Confidential Materials, Employee agrees to give the Company prompt written notice thereof and to cooperate with the Company in its efforts to obtain a protective order related thereto.

## 2. **Non-Competition; Non-Solicitation; Other Provisions.**

(a) Non-Competition. In view of the unique and valuable services it is expected Employee will render to the G-III Companies, the relationship Employee has and will have with the customers, personnel, suppliers and licensees of the G-III Companies, Employee's knowledge of the customers, suppliers, licensors, licensees, trade secrets and other proprietary information relating to the business of the G-III Companies and their customers, suppliers, licensors, and licensees and similar knowledge regarding the G-III Companies which Employee has obtained and will continue to obtain, and in consideration of the worldwide nature of the business of the G-III Companies, Employee agrees that, during the Restricted Period (as defined below), Employee will not Participate In (as defined below) any Competitive Business (as defined below), unless Employee has obtained the Company's prior written approval for Employee's Participation in such Competitive Business. Notwithstanding the foregoing, nothing herein shall be deemed to prohibit Employee's ownership of less than 2% of the outstanding shares of any publicly traded corporation.

(b) Definitions. "**Participate In**" shall mean: directly or indirectly, for Employee's own benefit or for, with, or through any other person, firm or corporation, own, manage, operate, control, provide services to, or participate in the ownership, management, operation or control of, or be connected as a director, officer, executive, employee, partner, consultant, agent, or independent contractor of, or acquiesce in the use of Employee's name in. "**Competitive Business**" shall mean the business of designing, distributing and marketing apparel, footwear and/or handbags.

(c) Non-Solicitation. Employee further agrees that, during the Restricted Period (as defined below), Employee will not, whether alone or in association with any other person, directly or indirectly solicit, whether as an employee or contractor, any person (i) with whom Employee had material contact or about whom Employee obtained Confidential Information while employed by the Company and (ii) who is employed by the Company or was employed by the Company within the six month period prior to such solicitation.

(d) Restricted Period. As used in this Agreement, "**Restricted Period**" shall mean during Employee's employment with the Company and a period of twelve (12) months following the termination of Employee's employment for any reason.

(e) Non-Disparagement. During Employee's employment with the Company and during the Restricted Period, Employee agrees that Employee will not disparage the G-III Companies or any of their past or present officers, directors, managers or executives, and shall not publish or make any disparaging statement that is reasonably foreseeable to become public with respect to the G-III

Companies or any of their past or present directors, officers or executives.

(f) Copyrights, Inventions, etc. The G-III Companies shall own any interest in patents, patent applications, inventions, technological innovations, copyrights, copyrightable works, developments, discoveries, designs, concepts, ideas and processes (“**Such Inventions**”) that Employee, during the period Employee’s employment with the Company, may own or develop either individually or with others relating to the fields in which any of the G-III Companies may then be engaged or demonstrably plans being engaged, and forthwith upon the Company’s request Employee shall execute all such assignments and other documents (including applications for patents, copyrights, trademarks and assignments thereof) and take all such other action as the Company may reasonably request in order to assign to and vest in the G-III Companies in perpetuity all Employee’s right, title and interest (including but not limited to waivers to any moral rights) in and to Such Inventions throughout the world, free and clear of liens, mortgages, security interests, pledges, charges and encumbrances.

Employee acknowledges that all copyrightable works created by Employee as an Employee will be “works made for hire” on behalf of the Company and that the Company shall have all rights therein in perpetuity throughout the world. Employee hereby appoints any officer(s) of the Company as Employee’s duly authorized attorney-in-fact to execute, file, prosecute and protect Such Inventions before any government agency, court or authority. If for any reason the Company does not own any Such Invention, the G-III Companies shall have the exclusive and royalty free right to use in their businesses, and to make products therefrom, Such Invention as well as any improvements or know-how related thereto.

(g) Blue Pencil. If any restriction with regard to competition or solicitation is found by any court of competent jurisdiction, or an arbitrator, to be unenforceable because it extends for too long a period of time or over too great a range of activities or in too broad a geographic area, it shall be interpreted to extend over the maximum period of time, range of activities or geographic area to which it may be enforceable.

### 3. **Miscellaneous.**

(a) Remedies. Employee acknowledges and agrees that the Company and the G-III Companies have invested extraordinary amounts of time, effort, and money developing legitimate business interests (including but not limited to Confidential Information; relationships with its employees, customers, licensors, licensees, and other counterparties; a superior reputation and standing in the industry; and highly valuable goodwill) and that these legitimate business interests are the key to the Company’s and the G-III Companies’ competitive advantages. Employee also acknowledges and agrees that the Company’s and the G-III Companies’ legitimate business interests will retain continuing vitality throughout and beyond Employee’s employment. For these and other reasons, Employee acknowledges that the scope and duration of the restrictions on Employee’s activities under this Agreement are reasonable and necessary to protect the legitimate business interests of the Company and the G-III Companies. Employee further acknowledges that Employee will be reasonably able to earn a living without violating the terms of this Agreement.

Employee further acknowledges that the Company has a legitimate business interest in

preventing Employee from violating this Agreement. Employee agrees that the Company may be immediately and irreparably harmed, and that such harm may not be readily susceptible to measurement in economic terms, or economic compensation may be inadequate, if Employee were to violate the terms of this Agreement or if any of its terms were not specifically enforced. Employee therefore agrees that, if Employee violates, threatens to violate, or inevitably will violate this Agreement, the Company is entitled to seek preliminary and permanent injunctive relief, specific performance, and other equitable remedies, in addition to any and all remedies at law, without the necessity of posting a bond. In addition, if Employee violates this Agreement and the Company is required to take legal action to enforce the restrictions contained herein, the restrictions in this Agreement shall be extended for any time during which Employee was in breach, such that Employee is required to refrain from engaging in any of the activities proscribed in this Agreement for the full period of the relevant restrictions.

(b) Arbitration. Employee and the Company agree that any disputes of any nature between Employee and the Company will be subject to the Arbitration Agreement executed by Employee and the Company.

(c) Survival. All of the post-employment covenants contained in this Agreement shall survive the termination of this Agreement and the termination of Employee's employment or other relationship with the Company or any of the G-III Companies.

(d) Waiver; Separability. No waiver by either party, whether express or implied, of any provision of this Agreement, or any breach or default thereof, shall constitute a continuing waiver of such provision or of any other provision of this Agreement. If any provision shall be held to be void or unenforceable, the remaining provisions not held void or unenforceable shall continue in full force and effect.

(e) Entire Agreement. This Agreement, along with the Employment Agreement to which this is an exhibit, represents the entire understanding among the parties relating to the subject matter hereof, supersedes all prior oral or written understandings and agreements relating to the subject matter hereof, and may not be amended, terminated or discharged except in writing signed by all of the parties hereto. This Agreement may be executed in counterparts, each of which will constitute an original, but together will be considered one and the same document. Facsimile transmission or delivery by commonly-used electronic means (such as .pdf) of any signed original counterpart and/or retransmission of any signed facsimile or electronic transmission shall be deemed the same as the delivery of an original.

(f) Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of New York applicable to agreements wholly made and to be performed therein.

(g) Assignment. This Agreement shall be assignable by the Company but not by Employee.

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Agreement as of the day

and year first above written.

**G-III Leather Fashions, Inc.**

By: /s/ Morris Goldfarb  
Name: Morris Goldfarb  
Title: Chief Executive Officer

**ACCEPTED AND AGREED TO:**

By: /s/ Dana Perlman  
Dana Perlman

Date: November 27, 2023

## EXHIBIT C

### ARBITRATION AGREEMENT

**G-III Leather Fashions, Inc.** (the “Company”) and **Dana Perlman** (the “Employee”) agree that, except as set forth below, (a) all disputes and claims of any nature that Employee may have against the Company or any of its members, managers, parent, subsidiaries, affiliates, or related entities, or any of their officers, directors, employees or agents in their capacity as such, including any and all statutory, contractual, and common law claims (including all employment discrimination claims), and any disputes concerning the validity, enforceability, or the applicability of this Arbitration Agreement to any particular dispute or claims or the termination of your employment with the Company, and (b) all disputes and claims of any nature that the Company may have against Employee, will be submitted exclusively to mandatory arbitration in New York, New York or, at the Employee’s option, in the county in which the Employee worked at the time the dispute arose. Absent agreement to the contrary, the mandatory arbitration will be conducted under the JAMS Employment Arbitration Rules & Procedures (“JAMS Rules”) and will be submitted before a single arbitrator selected in accordance with the JAMS Rules. The arbitrator shall have the same authority to award remedies and damages as a judge and/or jury under state or federal law.

The Company will pay the arbitrator’s fee as well as all filing and administrative fees in connection with the arbitration. However, the Company and Employee will each pay their own attorneys’ fees incurred in connection with the arbitration, and the arbitrator will not have authority to award attorney’s fees unless a statute or contract at issue in the dispute authorizes the award of attorney’s fees to the prevailing party.

The Company and Employee agree that the resolution of our disputes likely would involve information that each party considers to be sensitive, personal, confidential, and/or proprietary and that it is in both the Employee’s and the Company’s interests to resolve disputes in a non-public forum. Accordingly, the Company and Employee agree that all information regarding the dispute, claim or arbitration proceedings, including any settlement or arbitration award, will not be disclosed by Employee, the Company, any arbitrator, or JAMS to any third party without the written consent of the Company and Employee or as otherwise required by law. Notwithstanding the foregoing, the parties shall be entitled to communicate with potential witnesses to prepare for the prosecution and/or defense of the arbitration claims. No party shall join, and no arbitrator may allow any party to join, claims of any other employee(s) in a single arbitration proceeding, and there will be no right or authority for any dispute to be brought, heard or arbitrated as a class or collective action without the consent of the Company and Employee. Notwithstanding any other clause contained in this Arbitration Agreement, the preceding sentence shall not be severable from this Arbitration Agreement in any case in which the dispute to be arbitrated is brought as a class or collective action.

Either party may bring an action in any court of competent jurisdiction to compel arbitration under this Arbitration Agreement and to enforce an arbitration award. In any court filings, the Company and Employee shall comply with applicable court rules to maintain the confidential nature of the proceedings, including filing documents reflecting confidential information under seal. In the event a party seeks a court order to compel arbitration under this Arbitration Agreement, the prevailing party shall be entitled to recover from the other party its reasonable attorneys’ fees, costs, and

litigation expenses incurred in connection with the court action to compel arbitration. The Company and Employee expressly waive any right to a trial by jury on any claim covered by this Arbitration Agreement.

Notwithstanding this agreement to arbitrate, the Company and Employee may seek and obtain any injunctive relief necessary to maintain the status quo or prevent the possibility of irreversible or irreparable harm pending final resolution of arbitration. This Arbitration Agreement does not apply to disputes or claims related to worker's compensation, state disability insurance, disputes or claims related to unemployment insurance benefits, unfair labor practice charges under the National Labor Relations Act and disputes or claims that are expressly excluded from arbitration by federal statute. Claims may be brought before an administrative agency but only to the extent applicable law permits access to such an agency notwithstanding the existence of an agreement to arbitrate.

Employee acknowledges that Employee is entering into this Arbitration Agreement in exchange for good and valuable consideration, including but not limited to the Company's agreement to arbitrate any disputes it may have against Employee. This Arbitration Agreement shall survive the employer-employee relationship between Employee and the Company, and shall apply to any claim, whether it arises or is asserted during or after the termination of Employee's employment with the Company. This Arbitration Agreement shall inure to the benefit of any successor of the Company, whether by merger, consolidation, sale of assets or otherwise. References herein to the Company shall be deemed to include any such successor(s). This Arbitration Agreement represents the entire understanding among the parties relating to the subject matter hereof, supersedes all prior oral or written understandings and agreements relating to the subject matter hereof, and may not be amended, terminated or discharged except in writing signed by all of the parties hereto.

It is the intent of the parties to this Arbitration Agreement to arbitrate any and all disputes or claims of a legal nature that either party may have against the other. If any provision of this Arbitration Agreement is deemed unenforceable by any adjudicative body, that provision shall be severed and the intent of the parties shall be upheld. This Arbitration Agreement shall be governed by and interpreted in accordance with the Federal Arbitration Act. To the extent that state law is applicable, the statutes and common law of New York shall apply (without regard to conflict of law principles).

**G-III Leather Fashions, Inc.**

By: /s/ Morris Goldfarb  
Name: Morris Goldfarb  
Title: Chief Executive Officer

**ACCEPTED AND AGREED TO:**

By: /s/ Dana Perlman  
Dana Perlman

Date: November 27, 2023



### **G-III Apparel Group Appoints Dana Perlman as its New Chief Growth and Operations Officer**

NEW YORK, New York, Dec 5, 2023 – G-III Apparel Group, Ltd. (NASDAQ: GIII) a global leader in fashion, with expertise in design, sourcing, and manufacturing, today announced the appointment of Dana Perlman as Chief Growth and Operations Officer, effective January 8, 2024.

In this newly created role, Ms. Perlman will draw on her over 20-year career in apparel, strategy and finance to drive innovation, optimize operations and identify new opportunities for G-III. As part of the company's leadership team, she will oversee Strategy, Finance, Communications, Information Technology, and other Operating functions. Most recently, Ms. Perlman spent over 10 years at PVH Corp. where she played a critical role in transforming the business as Chief Strategy Officer, having led global business strategy and development, along with Treasury and Communications, including Investor Relations.

G-III CEO Morris Goldfarb said, "As we focus on new opportunities to evolve our business, I am pleased to welcome Dana to G-III. With impressive experience and a strong track record of success leading strategy, finance and business development, she brings a wealth of industry expertise and is well-equipped to support our plans. The executive team and I are excited to work closely with Dana to drive our ambitious growth agenda forward."

Ms. Dana Perlman said, "G-III is an unparalleled leader in the apparel industry with a reputation for delivering and an eye towards the future. I look forward to working with Morris and the entire team to further enhance the Company's strategy and financial and operating performance, as well as advance its competitive position for the future. Having worked as an industry partner with G-III over the last decade, I have admired what G-III has built, from its brands and operations to its strong retail relationships. I am excited to see what we will accomplish together."

Prior to PVH, Ms. Perlman held several roles in investment banking retail groups at Barclays Capital, Lehman Brothers and Credit Suisse First Boston. She holds a Bachelor's in Business Administration from the Ross School of Business at the University of Michigan. Ms. Perlman is a Director of O'Reilly Automotive Inc. and previously served on the Board of Sigma Lithium Corp. In 2023 and 2018 she was recognized by *WomenInc.* in their annual *Most Influential Corporate Board Directors* list, and in 2018 by *Equilar* in their *50 Youngest U.S. Public Company Board Members* list.

#### **About G-III Apparel Group, Ltd.**

G-III designs, sources and markets apparel and accessories under owned, licensed and private label brands. G-III's substantial portfolio of more than 30 licensed and proprietary brands is anchored by its global power brands: DKNY, Donna Karan, Karl Lagerfeld, Calvin Klein and Tommy Hilfiger. G-III's owned brands include DKNY, Donna Karan, Karl Lagerfeld, Vilebrequin, G.H. Bass, Eliza J, Jessica Howard, Andrew Marc, Marc New York, Wilsons Leather and Sonia Rykiel. G-III has fashion licenses under the Calvin Klein, Tommy Hilfiger, Nautica, Halston, Kenneth Cole, Cole Haan, Guess?, Vince Camuto, Levi's, Dockers and Champion brands. Through its team sports business, G-III has licenses with the National Football League, National Basketball Association, Major League Baseball, National Hockey League and over 150 U.S. colleges and universities. G-III also distributes directly to consumers through its DKNY, Karl Lagerfeld, Karl Lagerfeld Paris and Vilebrequin stores and its digital channels for the DKNY, Donna Karan, Vilebrequin, Karl Lagerfeld, Karl Lagerfeld Paris, Wilsons Leather and G.H. Bass brands.

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