

**THE DRESS BARN, INC.**  
**VENDOR CODE OF CONDUCT**

dressbarn

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**Vendor Code of Conduct**

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**I. INTRODUCTION**

The Dress Barn, Inc. (including Maurices Incorporated and/or any other of The Dress Barn, Inc.'s subsidiaries, affiliates or agents)(collectively, "Dress Barn") is committed to full legal compliance and ethical practices in all our business activities.

Although we do not own factories or control production, we are concerned about any failure of compliance with laws regulating wages, hours and working conditions of the people who produce the products we sell and about the ethical and fair treatment of those workers. We will purchase merchandise exclusively from those vendors who conduct their business in conformity with all applicable legal requirements and ethical standards.

All Dress Barn vendors should read this Vendor Code of Conduct ("Code" or "Code of Conduct") carefully. The Code is applicable to those vendors who sell products directly or indirectly to Dress Barn for the purpose of resale. This shall include the use of contractors, subcontractors, factories or other relationships ("vendors") for the manufacture of our products. Vendors may not subcontract any Dress Barn orders without the prior written consent of Dress Barn.

If it is determined that a vendor which produces Dress Barn merchandise has materially violated the standards and principles outlined in this Code, Dress Barn shall take appropriate corrective action, which may include termination of the business relationship.

**Your adherence to this Code shall be a condition and requirement of your current and future business dealings with Dress Barn.**

**II. GLOBAL HUMAN RIGHTS POLICIES**

Vendors must operate in full compliance with the laws of their respective countries and with all other applicable laws, rules and regulations.

**A. Child Labor:**

Vendors shall only employ workers who meet the applicable minimum legal age requirements by local law or who are at least 15 years of age or who are older than the age for completing compulsory education in the country of manufacture, whichever is greater.

Vendors must also comply with all other applicable child labor laws, including those related to hiring, wages, hours worked, overtime and working conditions.

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Vendors shall maintain official documentation for every worker that verifies the worker's date of birth. In those countries where official documents are not available to confirm exact date of birth, the vendor shall confirm the age using appropriate and reliable assessment method.

Vendors are encouraged to develop lawful workplace apprenticeship programs for the educational benefit of their workers.

**B. Forced Labor:**

Vendors shall not use any prison, slave, indentured, bonded or forced labor in the production of any product, including labor required as a means of political coercion or punishment for expression of political views in its production or manufacture.

Vendors who recruit foreign contract workers must pay agency recruitment commissions and must not require any worker to remain in employment for any period of time against his or her will.

**C. Working Conditions; Health, Safety and Environmental Protection:**

Vendors must treat all workers with respect and dignity.

Vendors shall provide safe and healthy working conditions to prevent accidents and injury to health arising out of, linked with, or occurring in the course of work or as a result of the operation of employer facilities. All production facilities shall be in compliance with all applicable environmental protection laws and treaties. In the absence of applicable laws, suppliers must act in a manner that is consistent with the preservation and protection of the environment.

Vendors shall comply with all applicable laws and regulations governing working conditions.

The use of cruel and unusual disciplinary practices, including corporal punishment or any other form of physical or psychological coercion, is forbidden. Employers shall treat workers with a recognition of the workers' inherent dignity and no worker shall be subject to any physical, sexual, psychological or verbal harassment or abuse.

Work areas must be sufficiently lighted and ventilated, aisles accessible, machinery maintained, and hazardous materials sensibly stored and disposed of. There must be sufficient, clearly marked exits allowing for the orderly evacuation of workers in case of fire or other emergencies with exit routes posted.

Vendors providing housing for workers must keep these facilities clean and safe.

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**D. Non-Discrimination:**

Vendors shall employ workers on the basis of their ability to do the job, not on the basis of their personal characteristics or beliefs.

Vendors shall not discriminate in hiring and employment practices, including hiring, salary, benefits, promotion, discipline, retirement, or termination, on the basis of race, color, gender, religion, age, nationality, citizenship, veteran status, disability, maternity, or marital status.

**E. Wages, Hours & Benefits:**

Vendors shall set working hours, wages and overtime pay in compliance with all applicable laws. Workers shall be paid at least the minimum legal wage required by local law or the prevailing industry wage, whichever is higher, for all hours worked (including overtime). All legally mandated benefits must also be provided.

Hourly wage rates for overtime must be higher than the rates for the regular work shift.

Workers may refuse overtime without any threat of penalty, punishment or dismissal.

Employees shall not work more than sixty hours per week, under ordinary circumstances.

Workers will have at least one day off per seven-day week.

**F. Freedom of Association:**

Workers are free to form and join associations of their choice and to bargain collectively. Vendors must not interfere with workers who wish to lawfully and peacefully associate, organize or bargain collectively without unlawful interfere.

**G. Factory Inspections:**

We reserve the right to have our independent monitoring agency make both announced and unannounced site inspections of any manufacturing facility producing merchandise for our Company.

**H. Subcontractors:**

All subcontractors must be disclosed to Dress Bran prior to production, and all subcontractors and facilities must be pre-approved by Dress Barn. Each of our vendors must ensure that its subcontractors understand and comply in all respects with the above Code provisions, and must monitor subcontractors' compliance with the Code. Copies of this Code of Conduct should be provided to each subcontractor in an appropriate language for the particular subcontractor.

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**III. TRANSSHIPMENT POLICY**

There has been a great deal of comment and publicity concerning transshipment around the world. Transshipment is an illegal policy of falsely documenting the country of origin of goods entered into the United States in order to evade quota restraints on the country of actual production. Transshipped merchandise itself will also be illegally marked with the false country of origin.

As you are probably aware from these recent press reports, U. S. Customs has focused its enforcement efforts on preventing illegal transshipment of textiles and apparel and evasion of textile quotas. Jump teams have now been developed in order to identify the factories involved.

This letter is to confirm that all vendors, both international and domestic, who have business relationships with Dress Barn are abiding by all applicable US Customs regulations as well as any requirements set forth by the Office of Textiles and Apparel (OTEXA) relating to quotas and the importation of textiles.

This letter also serves as an educational tool for those vendors who may not be aware of the transshipment laws or regulations of the United States, or those requirements governing the importation of textiles and apparel under OTEXA.

As an importer, Dress Barn understands the importance of being compliant with all trade restrictions, quota restraints and US Customs regulations and abides by all rules and regulations. As such, we expect that all of our business partners will also conduct business both legally and ethically.

Dress Barn does not condone or support transshipping. Dress Barn has always maintained a policy not to engage in this activity under any circumstances. Dress Barn is strengthening its efforts to assure compliance with this policy as it pertains to transshipping and similar illegal activity. You may be called upon in the next few weeks to assist in this process. Dress Barn intends to make every available effort to assure the veracity of all documents it receives and the authenticity of its sources of supply. Additionally, Dress Barn will act to stop and prevent any illegal activity.

Furthermore, Dress Barn requires that all vendors comply with the following company policies:

- A. **COMPLIANCE WITH LAWS:** Vendor warrants that all merchandise covered by any order that Dress Barn may place with Vendor: (a) conforms to and was processed, manufactured, labeled, advertised, sold, invoiced, and shipped in compliance with all applicable laws, including, but not limited to, those of the country of manufacture, use, and those of the United States and further including but not limited to regulations, orders, and rulings of the federal, state, and local governments, and all agencies thereof (including all labeling and other

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requirements imposed under the U.S. Environmental Protection Agency regulations regarding ozone-depleting substances); and (b) Vendor specifically warrants that no merchandise sold to Dress Barn, will contain or be manufactured with chlorofluorocarbons or hydrochlorofluoro-carbons. Vendor further agrees to execute and affix to Vendor's invoice all certificates that Dress Barn may require to evidence Vendor's compliance with the foregoing. In addition, to avoid a material breach of the terms and conditions of the Dress Barn Purchase Order contract, Vendor agrees to furnish Dress Barn, at Dress Barn's request, with any continuing guaranty filed with the Federal Trade Commission or Consumer Product Safety Commission indicating that the products covered by the order are properly labeled in accordance with the particular laws and regulations pertaining thereto and have passed all applicable tests. Furthermore, Vendor's failure to provide any documents or warranties that Dress Barn may request to verify or warrant Vendor's compliance with federal, state, or local laws, orders, rules, or regulations, shall be deemed to be a material breach of the terms and conditions of this agreement.

**B. EMPLOYMENT CONDITIONS/INSPECTIONS/SUBCONTRACTOR**

**COMPLIANCE:** Vendor warrants and represents that Vendor and Vendor's suppliers or manufacturers will not exploit child labor or any other vulnerable group and not use forced labor or labor that involves physical or mental abuse. Vendor will comply in all respects with The Dress Barn Inc. Code of Conduct for Vendors as in effect from time to time, including provisions related to child labor and illegal and forced labor. Vendor further warrants and represents that Vendor and Vendor's suppliers or manufacturers will pay their respective employees wages and benefits that are in accordance with local laws, that they will comply with all other local laws, and that they will generally conform with the general principle of fair and honest dealings. Furthermore, Vendor and Vendor's suppliers or manufacturers must ensure that all manufacturing processes are carried out under conditions that have proper and adequate regard for the health and safety of those involved. Dress Barn reserves the right to inspect factories and other facilities used in the production of merchandise for Dress Barn. Vendor will inform Dress Barn of the identity of any subcontractors which Vendor engages in connection with any Dress Barn order and will arrange for inspection of the subcontractor's factories and facilities at Dress Barn's request. Vendor will ensure that all of its subcontractors will comply in all respects with the terms of Dress Barn's Purchase Documents and Code of Conduct.

If a supplier, manufacturer, subcontractor or agent is determined to have engaged in, participated in or condoned transshipping or quota fraud in any form, the following consequences may occur:

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1. The order will be irrevocably cancelled. The vendor / supplier / manufacturer / subcontractor / agent will bear any and all costs that are incurred by Dress Barn due to the cancellation of the order.
2. Dress Barn will immediately cease all further business relationships with the vendor, supplier, manufacturer, subcontractor or agent. All other outstanding orders will also be cancelled.
3. All available information including the name of the vendor, supplier, manufacturer, subcontractor or agent will be turned over to the United States Customs Service and other applicable agencies for prosecution under the applicable laws. This information will also be supplied to the local law enforcement officials in the country from which the transshipment or quota fraud was to take place for appropriate action.

Vendor agrees to defend, indemnify and hold harmless Dress Barn and its directors, officers, employees and agents from and against any and all duties, penalties, assessments, lawsuits, government actions, damages, judgments, cost and expenses (including reasonable attorneys' fees) in connection with a claim that any goods sold by the Vendor to Dress Barn were transshipped or that the Vendor in any other manner violated the policies set forth in the dressbarn Transshipment Letter.

**IV. CONFLICTS OF INTEREST**

For purposes of the policies set forth in this Statement, the term associate includes all individuals directly employed by Dress Barn, and all other individuals, whether under contract or not, who work for Dress Barn for salary or other consideration. The term associate also includes and applies to the spouse of any associate, the immediate relatives of the associate and any person making his or her home with the associate. Each Dress Barn associate has a duty of loyalty to Dress Barn, which requires him or her to avoid actual or apparent conflicts of interest between personal and professional relationships. An outside interest or relationship which would or could have, or creates the appearance of having, an adverse effect on Dress Barn (or on the associate's business judgment) constitutes an unacceptable conflict of interest, as does any dealing for personal profit on the basis of inside knowledge or confidential information obtained in the course of employment.

Activities or interests affected by this Statement include:

A. Employment: Associates may not be employed by, or affiliated in any capacity with, a vendor or competitor of Dress Barn.

B. Investments: For the purposes of this Statement, competitors and vendors are classified as either "publicly owned" or "non-publicly owned". A publicly owned corporation has its securities traded on a national securities exchange, such as the New York Stock Exchange, American Stock Exchange, or in the over-the-counter market. All others

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are non-publicly owned. Associates may not hold financial interests in non-publicly owned vendors of Dress Barn. Associates may, however, own securities of any publicly owned vendor if (a) the holdings do not exceed one-tenth of one percent of the vendor's outstanding securities; and, (b) the investment is limited to a maximum of ten percent of the associate's total assets.

C. Bribes, Commissions, Honorariums, Gifts and Entertainment: The payment of any bribe, commission, honorarium, cash or other form of compensation or the giving or receipt of any gifts from or to any person or firm with whom Dress Barn does or might do business is strictly prohibited. An occasional breakfast or lunch in the normal course of business relations, paid for by the vendor is permitted, provided that the principal purpose of the meal is to conduct business. If a Dress Barn associate is invited to dinner with a vendor, the Dress Barn associate should pay for his/her own dinner (charging any expense back to Dress Barn), unless the Dress Barn associate receives approval from the executive in charge of his/her functional area. However, other business related entertainment, such as theatre or sports tickets, is not allowed, unless they are personally paid for by the associate without reimbursement from the Company. If there is any question as to whether any of the above might be construed as creating a conflict, the vendor and any employee are expected immediately to discuss the matter with the General Counsel of Dress Barn. Under no circumstances may any associate of Dress Barn accept a loan from any vendor of Dress Barn.

D. Direct Personal Purchases from Vendors: Dress Barn associates are strictly prohibited from making direct personal purchases of merchandise from Dress Barn's vendors.

E. Confidential and Inside Information: All Dress Barn information relating to Dress Barn, its business, operations, customers, vendors or associates is confidential. All associates and vendors have an obligation not to disclose any of Dress Barn's sensitive and confidential information to anyone outside Dress Barn and to use such information only in connection with Dress Barn's business and to safeguard such information from unauthorized disclosure, use or destruction.

Dress Barn associates may not engage in any dealing for personal profit or gain based upon inside knowledge or confidential information relating to Dress Barn business. In addition, associates may not give or release to anyone not employed by Dress Barn any data or information of a confidential nature concerning Dress Barn unless there is a legitimate business reason for doing so within the normal course of business.

F. Record Retention: Dress Barn is subject to legal and regulatory requirements regarding retention and disposal of records and has internal policies regarding record retention. In the event Dress Barn receives any notice of pending or potential litigation or governmental investigation or audit, the regular operation of any Dress Barn records retention policy should stop immediately. No associate or vendor may ever destroy any Dress Barn records in anticipation of a request for such records in litigation or from any governmental agency. Any associate or vendor receiving information regarding any

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pending or potential litigation, investigation or audit should immediately notify the Corporate Counsel of Dress Barn.

G. Outside Activities: Dress Barn associates may not serve as a consultant to, or as a director, officer or part-time employee of a company that does business with Dress Barn or that seeks to do so, unless the employee has obtained the prior express written consent of the Corporate Counsel of Dress Barn. Even if the associate receives no compensation from the other company and has no direct or indirect contact with it in his/her job, a conflict of interest exists in this situation because the associate may inadvertently disclose proprietary information to the other company or benefit it through his/her contacts and general knowledge of how Dress Barn operates.

H. Preferential Treatment: It is improper for an associate to induce Dress Barn to do business with a friend or relative, or a business owned or operated by such friend or relative on a preferential basis even if the associate has no financial interest in the transaction or arrangement.

I. Diversion of Corporate Opportunity: It is improper for an associate to appropriate to himself or herself, or divert to any third party, a business or financial opportunity the associate knows or has reason to know Dress Barn is or might be interested in pursuing.

**V. ANTITRUST LAWS**

It is Dress Barn's policy to strictly comply with the antitrust laws of the United States and with comparable laws of foreign jurisdictions. It is also Dress Barn's policy to require all of its vendors to strictly comply with the antitrust laws of the United States and with comparable laws of all relevant foreign jurisdictions within which it does business. It is not the intention of this Statement to provide a detailed analysis of these laws. Vendors should be aware, however, that U.S. antitrust laws prohibit any agreements with a competitor or another vendor that is in restraint of trade, including most notably, price fixing, market allocation and other agreements not to compete. In addition, violations of the antitrust laws are treated very seriously by law enforcement authorities and can subject the vendor, Dress Barn and the individuals involved to severe criminal penalties. For example, the Sherman Act provides for fines of up to \$10,000,000 for corporations, and individuals are subject to imprisonment for up to 3 years, as well as a maximum fine of \$300,000. Also, private plaintiffs harmed by antitrust violations can recover three times their actual damages, plus attorneys fees, in a successful case.

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**VI. POLITICAL ACTIVITY, PAYMENTS TO GOVERNMENT OFFICIALS  
AND COMMERCIAL BRIBERY**

A. Political Activity: Dress Barn will not take part in any partisan political activity. No officer or associate of Dress Barn or any of its divisions or subsidiaries is authorized to make or approve any contributions or expenditures of Dress Barn funds or any use of Dress Barn facilities, equipment or supplies to support or oppose partisan political activity in any jurisdiction. Vendors who engage in political activity should make certain that there never is an inference that they are speaking for or on behalf of Dress Barn.

B. Payments to Government Officials: Payments or gifts to U.S. or foreign government officials are strictly prohibited. Dress Barn is subject to the U.S. Foreign Corrupt Practices Act, which prohibits, among other things, the offering, giving, or promising to offer to give, directly or indirectly, money or anything of value to any official of a government, political party, or instrumentality thereof in order to obtain or retain business. Vendor shall not take any action which violates this statute.

C. Commercial Bribery: No bribe, gratuity, kickback or excessive or disguised commission or fee shall be paid or given to any associate by any representative of a vendor.

**VII. ACCOUNTING PRACTICES**

Dress Barn maintains a high standard of accuracy and completeness in the documentation and reporting of all financial information and has established internal control procedures to provide reasonable assurance that transactions are properly authorized, accounted for and recorded in accordance with Generally Accepted Accounting Practices ("GAAP"). All vendor financial information must reflect actual transactions and shall be reported and recorded accurately in accordance with GAAP or the relevant comparable accounting practice of the country in which vendor does business. No false or misleading entries must be made in the books and records of Dress Barn and no associates or vendors may engage in any arrangement that will result in such false or misleading entries.

Strict compliance with prescribed accounting procedures and controls shall be practiced at all times. All assets, liabilities, income and expenses shall be correctly identified and recorded in the appropriate corporate books of account of our vendors. No vendor shall make any false or misleading statement to internal or independent auditors or conceal or omit information necessary to make statements to such auditors meaningful, and each vendor shall cooperate with Dress Barn in assuring that Dress Barn's internal control procedures are followed at all times.

**VIII. ADVERTISING**

All advertising for merchandise sold to Dress Barn must be true and not deceptive in any manner. In addition, all representations regarding comparative prices must be verifiable and all claims made for a product must be substantiated in advance.

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**IX. INTELLECTUAL PROPERTY**

Any subject matter that may be subject to intellectual property protection, such as a patent, trademark, service mark, or copyright (including computer programs and systems or methods of doing business), created by any associate or vendor of Dress Barn, and which relates to the Dress Barn's business, is intellectual property belonging to Dress Barn. This policy applies regardless of where, when and how the work is done. Any patents, trademarks, service marks or copyrights which are obtained and which relate to Dress Barn's business will be in the name of, and owned by, Dress Barn, whether in the U.S. or abroad. Vendors are prohibited from using any intellectual property belonging to Dress Barn without the prior written approval of Dress Barn.

The disclosure, misuse or theft of trade secrets is strictly prohibited and may violate the Economic Espionage Act of 1996. Violations of the Act can result in criminal sanctions and severe fines. A trade secret is any form of information, including compilations, which Dress Barn has taken reasonable measures to be kept secret and the information has independent economic value from not being generally known or being readily ascertainable through proper means by the public. Dress Barn's trade secrets include, but are not limited to, its customer lists, apparel designs, store sales information, merchandising processes including terms of trade and customized computer software.

Dress Barn will use all available legal remedies to prevent any threatened or actual violation of the foregoing.

**X. U.S. AND INTERNATIONAL BUSINESS**

In conducting business, whether in the U.S. or abroad, all vendors shall honor applicable foreign and United States laws, regulations and directives, and international agreements to which the United States has assented. Vendors shall refrain from cooperating with, or entering into, international boycotts based on racial or religious discrimination, or otherwise in violation of U.S. law and shall adhere to United States laws and policies restricting exports to and imports from countries with which the federal government has declared trade to be illegal.

Moreover, vendors must comply with all applicable United States laws relating to the export and import of products, including, among other things, country of origin declaration, marking, labeling, product labeling, and fabric and product testing. Any vendor with knowledge of a violation of these legal requirements must report such information to the General Counsel of Dress Barn.

Dress Barn is a partner in the U.S. Customs and Border Protection ("CBP") Customs-Trade Partnership Against Terrorism ("C-TPAT") program and a member of CBP's Importer Self Assessment ("ISA") program. Consistent with Dress Barn's participation in both the C-TPAT and ISA programs, Dress Barn expects and requires all

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vendors to fully comply with the standards and requirements of such programs and any other like programs, in which Dress Barn may participate.

**XI. COMMUNITY AND MEDIA RELATIONS**

Vendors should conduct themselves as a responsible and useful corporate citizen of the communities in which it operates. Vendors may receive inquiries from representatives of the news media. It is Dress Barn's policy to cooperate, when deemed appropriate, with legitimate media representatives and to respond to reasonable requests in a friendly and open manner. The exercise of good judgment and care is particularly important when making public statements on behalf of or which may affect Dress Barn. For this reason, vendors must refer all media inquiries regarding Dress Barn directly to the Chief Financial Officer.

**XII. COMPLIANCE AND DISCIPLINARY ACTION**

Dress Barn does not tolerate the violation or circumvention of any law of the United States (including state and local law) or a foreign country by vendors; nor does Dress Barn tolerate the disregard or circumvention of its corporate policy or engagement in unscrupulous dealings. In addition, vendors should not attempt to accomplish by indirect means, through agents and intermediaries, what is directly forbidden.

Failure to comply with any provision of this Code of Conduct (a) may result in disciplinary action up to and including immediate termination of the business relationship; (b) may require reimbursement to Dress Barn for any losses or damages resulting from the violation, and, (c) could involve referral to law enforcement authorities if criminal activities are involved. As with all matters involving disciplinary action, a vendor charged with a violation of this Statement will generally be afforded an opportunity to explain his or her actions before Dress Barn, in its sole discretion, makes a final determination.

Disciplinary action will be taken:

Against vendors who authorize or participate directly in actions which are violations of this Code;

Against any vendor who has failed to report a violation or withheld relevant and material information concerning a violation of this Code; or

Against any Vendor who attempts to retaliate, directly or indirectly, or encourages others to do so, against any of its employees who report a violation of this Code.

As a condition of current and continued business dealings, each vendor understands that the vendor must remain in compliance with and continue to comply with Dress Barn

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policies and standards as embodied in this Code, as amended from time to time; and must not be aware of any violations of any such policy or standard by vendor or any Dress Barn associate. Any failure to comply with any of the policies and standards referenced in the Code will subject the vendor to disciplinary action, up to and including immediate termination of the business relationship with Dress Barn.

**XIII. CONCLUSION**

This Dress Barn Policy Vendor Code of Conduct establishes guidelines for vendors' conduct in many of the day-to-day business activities that pose ethical and legal concerns. It is not the intent of this Statement -- nor is it possible -- to describe every situation in which a vendor may be confronted with an ethical or legal dilemma. This Code does, however, alert you to your responsibilities to act both ethically and legally in your business dealings, and requires that you to make a personal commitment to preserving Dress Barn's reputation for integrity. The preservation of Dress Barn's reputation for integrity requires that you avoid even the appearance of professional impropriety. Dress Barn reserves the right to modify this Code from time to time, as Dress Barn deems appropriate. Finally, it is critically important to remember that when doubts arise as to a proper course of conduct, the General Counsel of Dress Barn must be consulted before any action is taken.