**UNITED STATES**
**SECURITIES AND EXCHANGE COMMISSION**
**WASHINGTON, DC 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) April 22, 2013

RALPH LAUREN CORPORATION
(Exact Name of Registrant as Specified in Its Charter)

DELAWARE
(State or Other Jurisdiction of Incorporation)

| 001-13057 | 13-2622036 |
|---|---|
| (Commission File Number) | (IRS Employer Identification No.) |

| 650 MADISON AVENUE, NEW YORK, NEW YORK | 10022 |
|---|---|
| (Address of Principal Executive Offices) | (Zip Code) |

(212) 318-7000
(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):

o Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

o Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

o Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

o Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

**ITEM 8.01 OTHER EVENTS.**

On April 22, 2013, Ralph Lauren Corporation (the "Company") entered into non-prosecution agreements (each a "Non-Prosecution Agreement") with each of the U.S. Securities and Exchange Commission (the "SEC") and the U.S. Department of Justice (the "DOJ") under which both the SEC and the DOJ agreed not to prosecute the Company for violations of the Foreign Corrupt Practices Act of 1977, as amended ("FCPA") relating to payments to customs officials and gifts to certain government officials in Argentina between 2005 and 2009. The conduct, which was discovered and self-reported by the Company to the SEC and the DOJ, occurred in connection with the operations of PRL S.R.L., an indirect wholly-owned subsidiary of the Company. The Non-Prosecution Agreements reflect the Company's timely, voluntary and complete disclosure of the conduct, its full cooperation with the DOJ and the SEC, its acceptance of responsibility for and agreement not to contest the factual statements attached to the Non-Prosecution Agreements, its early and extensive remedial efforts and its existing and ongoing anti-corruption enhancements and its agreement to the other obligations set forth in the Non-Prosecution Agreements.

Under the Non-Prosecution Agreement with the SEC, the Company has agreed to cooperate with any continuing investigations into the conduct in Argentina and to pay to the SEC an aggregate amount of $734,846 for disgorgement and interest.

Under the Non-Prosecution Agreement with the DOJ, the Company has agreed to cooperate with any continuing investigations into the conduct in Argentina and to pay to the DOJ an aggregate amount of $882,000 in penalties.

The foregoing description of each of the Non-Prosecution Agreements is qualified in its entirety by reference to such agreements attached hereto as Exhibit 99.1 and Exhibit 99.2, respectively, and incorporated herein in response to this Item 8.01.

**ITEM 9.01 FINANCIAL STATEMENTS AND EXHIBITS.**

(d) Exhibits.

| EXHIBIT NO. | DESCRIPTION |
|---|---|
| 99.1 | Non-Prosecution Agreement between the Division of Enforcement of the United States Securities and Exchange Commission and Ralph Lauren Corporation, dated as of April 22, 2013. |
| 99.2 | Non-Prosecution Agreement between the U.S. Department of Justice, Criminal Division, Fraud Section and Ralph Lauren Corporation, dated as of April 22, 2013. |

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

**RALPH LAUREN CORPORATION**

Date: April 22, 2013

By: /s/ Christopher H. Peterson
Name: Christopher H. Peterson
Title: Senior Vice President and Chief Financial Officer

EXHIBIT INDEX

| *Exhibits* | *Description* |
| --- | --- |
| 99.1 | Non-Prosecution Agreement between the Division of Enforcement of the United States Securities and Exchange Commission and Ralph Lauren Corporation, dated as of April 22, 2013. |
| 99.2 | Non-Prosecution Agreement between the U.S. Department of Justice, Criminal Division, Fraud Section and Ralph Lauren Corporation, dated as of April 22, 2013. |

**EXHIBIT 99.1**

**UNITED STATES OF AMERICA**
**SECURITIES AND EXCHANGE COMMISSION**

NON-PROSECUTION AGREEMENT

1. This agreement arises out of an investigation by the Division of Enforcement ("Division") of the United States Securities and Exchange Commission ("Commission") into possible violations of the Foreign Corrupt Practices Act and books and records and internal controls provisions of the federal securities laws by Ralph Lauren Corporation ("Respondent") from approximately 2005 through 2009 ("Investigation"). Prior to a public enforcement action being brought by the Commission against Respondent, without admitting or denying liability, Respondent has agreed to enter into this non-prosecution agreement ("Agreement") on the following terms and conditions:

COOPERATION

2. The Respondent, a corporation organized and operating under the laws of Delaware, agrees to cooperate fully and truthfully in the Investigation and any other related enforcement litigation or proceeding to which the Commission is a party (the "Proceedings"), regardless of the time period in which the cooperation is required. In addition, the Respondent agrees to cooperate fully and truthfully, when directed by the Division's staff, in an official investigation or proceeding by any federal, state, or self-regulatory organization ("Other Proceedings"). The full, truthful, and continuing cooperation of the Respondent shall include, but not be limited to:

a. producing, in a responsive and prompt manner, all non-privileged documents, information, and other materials to the Commission as requested by the Division's staff, wherever located, in the possession, custody, or control of the Respondent;

b. using its best efforts to secure the full, truthful, and continuing cooperation, as defined in Paragraph 3, of current and former directors, officers, employees and agents, including making these persons available, when requested to do so by the Division's staff, at its expense, for interviews and the provision of testimony in the investigation, trial and other judicial proceedings in connection with the Proceedings or Other Proceedings; and

c. entering into tolling agreements, when requested to do so by the Division's staff, during the period of cooperation.

3. The full, truthful, and continuing cooperation of each person described in Paragraph 2 above will be subject to the procedures and protections of this paragraph, and shall include, but not be limited to:

a. producing all non-privileged documents and other materials as requested by the Division's staff;

b. appearing for interviews, at such times and places, as requested by the Division's staff;

c. responding to all inquiries, when requested to do so by the Division's staff, in connection with the Proceedings or Other Proceedings; and

d. testifying at trial and other judicial proceedings, when requested to do so by the Division's staff, in connection with the Proceedings or Other Proceedings.

4. The Respondent understands and agrees to perform the following undertakings:

a. to pay disgorgement obtained or retained as a result of the violations discovered during the Investigation, without reimbursement or indemnification from any source, in the amount of $593,000, together with prejudgment interest thereon in the amount of $141,846 within 30 days of approval of the Non-Prosecution Agreement by the Commission by delivering or mailing by next-day mail a certified check, bank cashier's check, or United States postal money order, payable to the Securities and Exchange Commission, to the Office of Financial Management, Securities and Exchange Commission, Operations Center, 6432 General Green Way, Mail Stop 0-3, Alexandria, Virginia 22312 along with a letter identifying the Respondent and specifying that the payment is made pursuant to a non-prosecution agreement entered into with the Commission on April 22, 2013, and send an additional copy of the letter and check in accordance with the service requirements of Paragraph 7; and

PUBLIC STATEMENTS

5. After this Agreement is executed, the Respondent agrees not to take any action or to make or permit any public statement through present or future attorneys, employees, agents, or other persons authorized to speak for it, except in legal proceedings in which the Commission is not a party, denying, directly or indirectly, the factual basis of any aspect of this Agreement. This paragraph is not intended to apply to any statement made by an individual in the course of any criminal, civil, or regulatory proceeding initiated by the government or self-regulatory organization against such individual, unless such individual is speaking on behalf of the Respondent. If it is determined by the Commission that a public statement by the Respondent or any related person contradicts in whole or in part this Agreement, at its sole discretion, the Commission may bring an enforcement action in accordance with Paragraphs 8 through 10.

6. Prior to issuing a press release concerning this Agreement, the Respondent agrees to have the text of the release approved by the staff of the Division.

SERVICE

7. The Respondent agrees to serve by hand delivery or by next-day mail all written notices and correspondence required by or related to this Agreement to Tracy L. Davis, Assistant Regional Director, United States Securities and Exchange Commission, 44 Montgomery Street, Suite 2800, San Francisco, CA 94104, (415) 705-2318, unless otherwise directed in writing by the staff of the Division.

VIOLATION OF AGREEMENT

8. The Respondent understands and agrees that it shall be a violation of this Agreement if it knowingly provides false or misleading information or materials in connection with the Proceedings or Other Proceedings. In the event of such misconduct, the Division will advise the Commission of the Respondent's misconduct and may make a criminal referral for providing false information (18 U.S.C. § 1001), contempt (18 U.S.C. §§ 401-402) and/or obstructing justice (18 U.S.C. § 1503 *et seq.*).

9. It is further understood and agreed that should the Division determine that it has failed to comply with any term or condition of this Agreement, the Division will notify the Respondent or its counsel of the fact and provide an opportunity for the Respondent to make a submission consistent with the procedures set forth in the Securities Act of 1933 Release No. 5310. Under these circumstances, the Division may, in its sole discretion and not subject to judicial review, recommend to the Commission an enforcement action against the Respondent for any securities law violations, including, but not limited to, the substantive offenses relating to the Investigation. Nothing in this agreement limits the Division's discretion to recommend to the Commission an enforcement action against the Respondent for future violations of the federal securities laws, without notice, to protect the public interest.

10. The Respondent understands and agrees that in any future enforcement action resulting from its violation of the Agreement, any documents, statements, information, testimony, or evidence provided by it during the Proceedings or Other Proceedings, and any leads derived there from, may be used against it in future legal proceedings.

11. The Respondent understands and agrees that any enforcement action brought by the Commission following the Respondent's violation of the Agreement that would not have been time-barred by the applicable statute of limitations if brought on the date of the execution of this Agreement, may be commenced against the Respondent, notwithstanding the expiration of the statute of limitations between the signing of this Agreement and the commencement of such action.

12. In the event it breaches this Agreement, the Respondent agrees not to dispute, contest, or contradict the factual statements contained in Exhibit A, or their admissibility, in any future Commission enforcement action against it.

## COMPLIANCE WITH AGREEMENT

13. Subject to the full, truthful, and continuing cooperation of the Respondent, as described in Paragraphs 2 and 3, and compliance with all obligations and undertakings in the Agreement, the Commission agrees not to bring any enforcement action or proceeding against the Respondent arising from the Investigation. This agreement should not, however, be deemed exoneration of the Respondent or to be construed as a finding by the Commission that no violations of the federal securities laws have occurred.

14. The Respondent understands and agrees that this Agreement does not bind other federal, state or self-regulatory organizations, but the Commission may, at its discretion, issue a letter to these organizations detailing the fact, manner, and extent of its cooperation during the Proceedings or Other Proceedings, upon the written request of the Respondent.

15. The Respondent understands and agrees that if it sells, merges, or transfers all or substantially all of its business operations as they exist as of the date of this Agreement, whether such a sale is structured as a stock or asset sale, merger, or transfer during the Deferred Period, it shall include in any contract for sale, merger, or transfer a provision binding the purchaser/successor in interest to the obligations set forth in this Agreement. Furthermore, the protections arising from this Agreement will not apply to purchasers or successors in interest unless such purchaser or successor enters into a written agreement, on terms acceptable to the Division, agreeing to assume all the obligations set forth in this Agreement.

16. The Respondent understands and agrees that the Agreement only provides protection against enforcement actions arising from the Investigation and does not relate to any other violations or any individual or entity other than the Respondent.

## VOLUNTARY AGREEMENT

17. The Respondent’s decision to enter into this Agreement is freely and voluntarily made and is not the result of force, threats, assurances, promises, or representations other than those contained in this Agreement.

18. The Respondent read and understands this Agreement. Furthermore, the Respondent has reviewed all legal and factual aspects of this matter with its attorney and is fully satisfied with its attorney’s legal representation. The Respondent has thoroughly reviewed this Agreement with its attorney and has received satisfactory explanations concerning each paragraph of the Agreement. After conferring with its attorney and considering all available alternatives, the Respondent has made a knowing decision to enter into the Agreement.

19. The Respondent represents that its Board of Directors has duly authorized, in the resolution attached as Exhibit B, the execution and delivery of this Agreement, and that the person signing this Agreement has authority to bind the Respondent.

ENTIRETY OF AGREEMENT

20. This Agreement constitutes the entire agreement between the Commission and the Respondent, and supersedes all prior understandings, if any, whether oral or written, relating to the subject matter herein.

21. This Agreement cannot be modified except in writing, signed by the Respondent and a representative of the Commission.

22. In the event an ambiguity or a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring the Commission or the Respondent by virtue of the authorship of any of the provisions of the Agreement.

The signatories below acknowledge acceptance of the foregoing terms and conditions.

RESPONDENT

Ralph Lauren Corporation

April 18, 2013
Date

By:/s/ Avery S. Fischer
Name: Avery S. Fischer
Title: Senior Vice President, General Counsel and Secretary
Ralph Lauren Corporation
625 Madison Avenue
New York, NY 10022

On April 18, 2013, Avery S. Fischer, a person known to me, personally appeared before me and acknowledged executing the foregoing agreement with full authority to do so on behalf of Ralph Lauren Corporation as its Senior Vice President, General Counsel and Secretary and pursuant to the attached Resolution of the Board of Directors.

/s/ Ellen Brooks
Notary Public
State: New York
Qualified in New York County
Commission number: No. 01BR6038011
Commission expiration: March 6, 2014

[NOTARY STAMP & SEAL]

RESPONDENT'S COUNSEL

Approved as to form:

April 19, 2013
Date

/s/ Thomas A. Hanusik
Thomas A. Hanusik
Crowell & Moring LLP
1001 Pennsylvania Avenue, NW
Washington, DC 20004
(202) 624-2530

SECURITIES AND EXCHANGE COMMISSION
DIVISION OF ENFORCEMENT

April 22, 2013
Date

/s/ Kara Novaco Brockmeyer
Kara Novaco Brockmeyer
FCPA Unit Chief

## EXHIBIT A

STATEMENT OF FACTS[1]

If this case had gone to trial, the Commission would have presented evidence sufficient to prove the following facts:

**Ralph Lauren Corporation**

1. Ralph Lauren Corporation ("RLC") is incorporated in Delaware with its principal place of business in New York, New York. RLC is a world-wide designer, marketer and distributor of premium apparel, accessories, fragrances and other products. RLC's stock is registered pursuant to Section 12(b) of Securities Exchange Act of 1934 and it is listed on the New York Stock Exchange.

2. P.R.L. - S.R.L. ("RLC Argentina") was an indirect wholly-owned subsidiary of RLC headquartered and incorporated in Argentina. RLC Argentina marketed and sold RLC and other merchandise, including merchandise that was imported from outside Argentina.

3. The General Manager of RLC Argentina was a dual U.S. and Argentine citizen and was hired by RLC in approximately 2003 to manage the RLC Argentina business. From approximately 2003 through about 2009, RLC Argentina's General Manager was an agent and employee of RLC, as that term is used in Section 30A (a)(1) of the Securities Exchange Act of 1934 ("Exchange Act").

4. RLC Argentina retained a customs broker to assist it with customs clearance issues related to the importation of merchandise into Argentina. Customs Broker A was one of the two owners of the customs broker. Customs Broker A served as the customs broker for RLC Argentina from approximately 2003 through 2011.

**Bribes Paid To Customs Officials**

5. From approximately 2005 through approximately 2009, RLC Argentina's General Manager and others who worked at RLC Argentina approved bribe payments to be made to Argentine customs officials through Customs Broker A to assist in improperly obtaining paperwork necessary for RLC products to clear customs, to permit clearance of items without the necessary paperwork, to permit the clearance of prohibited goods, and to avoid inspection of products by Argentine customs officials.

6. In order to obtain the money for the bribe payments, Customs Broker A would submit invoices to RLC Argentina's General Manager, or others who reported to the General Manager, for reimbursement of Customs Broker A's expenses. In addition to line items for

[1] The facts set forth below are made pursuant to settlement negotiations and are not binding against RLC or its directors, officers or employees, or any other person or entity in any other legal proceeding.

legitimate charges, the invoices also included requests for payments for "Loading and Delivery Expenses" and "Stamp Tax/Label Tax." These line items were used to disguise the bribe payments. No back up documentation was provided to RLC Argentina for the "Loading and Delivery Expenses" or the "Stamp Tax/Label Tax" line items on the invoice.

7. From approximately 2005 through approximately 2009, RLC Argentina paid approximately $568,000 to Customs Broker A for the purpose of paying bribes to Argentine customs officials to secure the importation of RLC's products into Argentina.

**Gifts to Argentine Government Officials**

8. In addition to paying bribes to Argentine customs officials, RLC Argentina's General Manager directly provided or authorized that several gifts be made to Argentine government officials to improperly secure the importation of RLC's products into Argentina. The gifts provided to three different government officials between approximately 2005 through approximately 2009 included perfume, dresses and handbags valued at between $400 and $14,000 each.

**RLC's Inadequate Internal Controls and Inaccurate Books and Records**

9. As evidenced by the improper payments to Argentine customs officials and gifts to other government officials, the failure to ensure that proper and effective due diligence was conducted on the customs broker and Customs Broker A, and the failure of the review process for authorization or approval of reimbursement payments to Customs Broker A to detect a single improper payment, between 2005 and 2009, RLC failed to devise and maintain a system of internal controls at RLC Argentina sufficient to provide reasonable assurances that (i) transactions were executed in accordance with management's general or specific authorization; (ii) transactions were recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles or any other criteria applicable to such statements; (iii) transactions were recorded as necessary to maintain accountability for assets; and (iv) that access to assets was permitted only in accordance with management's general or specific authorization. RLC's policies, procedures and training related to anticorruption and the Foreign Corrupt Practices Act ("FCPA") compliance in place at that time of the misconduct warranted further strengthening to ensure effective compliance with the related laws.

10. Between 2005 and 2009, certain RLC Argentina employees and agents paid bribes which were inaccurately recorded in RLC Argentina's books, records and accounts, which were consolidated into the books and records of RLC.

**RLC's Self-Report**

11. In or about February 2010, RLC's Board of Directors adopted a new FCPA policy and shortly thereafter the policy was disseminated through RLC's intranet site. In approximately Spring or Summer 2010 RLC Argentina employees reviewed the FCPA policy and raised concerns about the company's customs broker in Argentina. As a result, RLC conducted an internal investigation of the allegations and discovered the improper payments to the customs

officials and gifts to Argentine government officials. Within two weeks of uncovering the payments and gifts, RLC self-reported its preliminary findings to the both the SEC and the Department of Justice.

**Remedial Measures and Cooperation**

12. Upon discovering the bribes, RLC took steps to end the misconduct, including terminating its customs broker. RLC also thoroughly reviewed its pre-existing compliance program and undertook steps to further update and enhance its compliance program, and successfully implemented those new enhancements. These steps included, in part, adoption of: (1) an amended anticorruption policy and translation of the policy into eight languages, (2) enhanced due diligence procedures for third parties, (3) an enhanced commissions policy, (4) an amended gift policy, and (5) in-person anticorruption training for certain employees. RLC also ceased retail operations in Argentina and is in the process of formally winding down all operations there.

RLC provided extensive, thorough, real-time cooperation with the staff of the Division and the Department of Justice, including: voluntary and complete production of documents and disclosure of information to the staff, including the facts described above; voluntarily providing accurate translations of documents; voluntarily making witnesses available for interviews; and conducting a risk assessment of certain other world-wide operations of the company. The world-wide review included its operations in Italy, Hong Kong and Japan, and identified no further violations. In fact, the revised compliance policies appear to be working, as the world-wide review identified one instance of a bribe solicitation being rejected by the company's employees after adoption of the company's revised FCPA policy in 2010.

**EXHIBIT B**

RALPH LAUREN CORPORATION
CERTIFICATE OF
CORPORATE RESOLUTION

I, Yen D. Chu, do hereby certify that I am the duly elected, qualified and acting Vice President, Corporate Counsel & Assistant Secretary of Ralph Lauren Corporation (the "Company"), a Delaware corporation, and that the following is a complete and accurate copy of a resolution adopted by the Board of Directors (the "Board") of the Company by unanimous written consent which resolved as follows:

> RESOLVED, that the Company's Senior Vice President, General Counsel and Secretary, or the Company's Senior Vice President and Chief Financial Officer be, and each of them hereby is, authorized, directed and empowered, in the name and on behalf of the Company, to execute (by manual or facsimile signature) and deliver the Non-Prosecution Agreement with the United States Securities and Exchange Commission substantially in the form submitted to and reviewed by the Board with such changes thereto as such officer or officers may approve, and to take any action and to execute (by manual or facsimile signature) and deliver all such further documents, contracts, letters, agreements, instruments, drafts, receipts or other writings that such officer or officers may in their sole discretion deem necessary, appropriate or desirable to carry out, comply with and effectuate the purposes of the foregoing resolutions and the transactions contemplated thereby and that the authority of such officers to execute and deliver any of such documents and instruments, and to take any such other action, shall be conclusively evidenced by their execution and delivery thereof or their taking thereof.

I further certify that the aforesaid resolution has not been amended or revoked in any respect and remains in full force and effect.

IN WITNESS WHEREOF, I have executed this Certificate on this 18th day of April, 2013.

By: /s/ Yen D. Chu
Yen D. Chu
Vice President, Corporate Counsel &
Assistant Secretary
Ralph Lauren Corporation

Notary

/s/ Ellen Brooks
Notary Public
State: New York
Qualified in New York County
Commission number: No. 01BR6038011
Commission expiration: March 6, 2014

[NOTARY STAMP & SEAL]

**U.S. Department of Justice**

Criminal Division

April 22, 2013

Thomas A. Hanusik
Crowell & Moring LLP
1001 Pennsylvania Avenue, N.W.
Washington, DC 20004-2595

Re: Ralph Lauren Corporation

Dear Mr. Hanusik:

On the understandings specified below, the United States Department of Justice, Criminal Division, Fraud Section (the "Department") will not criminally prosecute Ralph Lauren Corporation (the "Company"), a corporation organized under the laws of Delaware and headquartered in New York, or any of its present or former parents, subsidiaries, or affiliates for any crimes (except for criminal tax violations, as to which the Department does not make any agreement) related to violations of the anti-bribery provisions of the Foreign Corrupt Practices Act ("FCPA"), Title 15, United States Code, Section 78dd-1, arising from and related to improper payments in Argentina, as described in Attachment A attached hereto, which is incorporated herein by reference, and any other conduct relating to corrupt payments disclosed by the Company to the Department prior to the date on which this Agreement was signed. The Department enters into this Non-Prosecution Agreement based, in part, on the following factors: (a) the Company's timely, voluntary, and complete disclosure of the conduct; (b) the Company's extensive, thorough, and real-time cooperation with the Department, including conducting an internal investigation, voluntarily making employees available for interviews, making voluntary document disclosures, conducting a world-wide risk assessment, and making multiple presentations to the Department on the status and findings of the internal investigation and the risk assessment; (c) the Company's early and extensive remedial efforts already undertaken – including conducting extensive FCPA training for employees world-wide, enhancing the Company's existing FCPA policy, implementing an enhanced gift policy as well as other enhanced compliance, control and anti-corruption policies and procedures, enhancing its due diligence protocol for third-party agents, terminating culpable employees and a third-party agent, instituting a whistleblower hotline, and hiring a designated corporate compliance attorney – and to be undertaken, including enhancements to its compliance program as described in Attachment B (Corporate Compliance Program); and (d) the Company's agreement to provide annual, written reports to the Department on its progress and experience in monitoring and enhancing its compliance policies and procedures, as described in Attachment C (Corporate Compliance Reporting).

It is understood that the Company admits, accepts, and acknowledges responsibility for the conduct set forth in Attachment A and agrees not to make any public statement contradicting Attachment A.

This Agreement does not provide any protection against prosecution for any crimes except as set forth above, and applies only to the Company and its present or former parents, subsidiaries, and affiliates as of the date of this agreement, and not to any other entities or to any individuals. The Company expressly understands that the protections provided under this Agreement shall not apply to any acquirer or successor entity unless and until such acquirer or successor formally adopts and executes this Agreement.

The Company's obligations under this Agreement shall have a term of two (2) years from the date that this Agreement is executed, except as specifically provided in the following paragraph. It is understood that for the two-year term of this Agreement, the Company shall: (a) commit no felony under U.S. federal law; (b) truthfully and completely disclose non-privileged information with respect to the activities of the Company, its officers, directors, employees, and others concerning all matters about which the Department inquires of it, which information can be used for any purpose, except as otherwise limited in this Agreement; and (c) bring to the Department's attention all conduct by, or criminal investigations of, the Company, any of its employees, or its subsidiaries relating to any felony under U.S. federal law that come to the attention of the Company's senior management, as well as any administrative proceeding or civil action brought by any governmental authority that alleges fraud or corruption by or against the Company.

Until the date upon which all investigations and any prosecution arising out of the conduct described in this Agreement are concluded, whether or not they are concluded within the term of this Agreement, the Company shall, subject to applicable laws or regulations: (a) cooperate fully with the Department, the Federal Bureau of Investigation, and any other law enforcement agency designated by the Department regarding matters arising out of the conduct covered by this Agreement; (b) assist the Department in any investigation or prosecution arising out of the conduct covered by this Agreement by providing logistical and technical support for any meeting, interview, grand jury proceeding, or any trial or other court proceeding; (c) use its best efforts promptly to secure the attendance and truthful statements or testimony of any officer, director, agent, or employee of the Company at any meeting or interview or before the grand jury or at any trial or other court proceeding regarding matters arising out of the conduct covered by this Agreement; and (d) provide the Department, upon request, all non-privileged information, documents, records, or other tangible evidence regarding matters arising out of the conduct covered by this Agreement about which the Department or any designated law enforcement agency inquires.

It is understood that the Company has agreed to pay a monetary penalty of $882,000. The Company agrees to pay this sum to the United States Treasury within ten days of executing this Agreement. The Company acknowledges that no tax deduction may be sought in connection with this payment.

It is understood that the Company will continue to strengthen its compliance, bookkeeping, and internal control standards and procedures, as set forth in Attachment B. It is further understood that the Company will report to the Department periodically regarding remediation and implementation of the compliance program and internal controls, policies, and procedures, as described in Attachment C.

It is understood that, if the Department in its sole discretion determines that the Company has committed any felony under U.S. federal law after signing this Agreement, that the Company has deliberately given false, incomplete, or misleading testimony or information at any time in connection with this Agreement, or the Company otherwise has violated any provision of this Agreement, the Company shall thereafter be subject to prosecution for any violation of federal law which the Department has knowledge, including perjury and obstruction of justice. Any such prosecution that is not time-barred by the applicable statute of limitations on the date that this Agreement is executed may be commenced against the Company, notwithstanding the expiration of the statute of limitations during the term of this Agreement plus one year. Thus, by signing this agreement, the Company agrees that the statute of limitations with respect to any prosecution that is not time-barred as of the date this Agreement is executed shall be tolled for the term of this Agreement plus one year.

It is understood that, if the Department in its sole discretion determines that the Company has committed any felony under U.S. federal law after signing this Agreement, that the Company has given false, incomplete, or misleading testimony or information in connection with this Agreement, or that the Company otherwise has violated any provision of this Agreement: (a) all statements made by the Company to the Department or other designated law enforcement agents, including Attachment A hereto, and any testimony given by the Company before a grand jury or other tribunal, whether before or after the execution of this Agreement, and any leads from such statements or testimony, shall be admissible in evidence in any criminal proceeding brought against the Company; and (b) the Company shall assert no claim under the United States Constitution, any statute, Rule 410 of the Federal Rules of Evidence, or any other federal rule that such statements or any leads therefrom are inadmissible or should be suppressed. By signing this Agreement, the Company waives all rights in the foregoing respects.

In the event that the Department determines that the Company has breached this Agreement, the Department agrees to provide the Company with written notice of such breach prior to instituting any prosecution resulting from such breach. The Company shall, within thirty (30) days of receipt of such notice, have the opportunity to respond to the Department in writing to explain the nature and circumstances of such breach, as well as the actions the Company has taken to address and remediate the situation, which explanation the Department shall consider in determining whether to institute a prosecution.

It is further understood that this Agreement does not bind any federal, state, local, or foreign prosecuting authority other than the Department. The Department will, however, bring the cooperation of the Company to the attention of other prosecuting and investigative offices, if requested by the Company.

It is further understood that the Company and the Department may disclose this Agreement to the public.

With respect to this matter, from the date of execution of this Agreement forward, this Agreement supersedes all prior, if any, understandings, promises and/or conditions between the Department and the Company. No additional promises, agreements, or conditions have been entered into other than those set forth in this Agreement and none will be entered into unless in writing and signed by all parties.

Sincerely,

LORETTA E. LYNCH
United States Attorney
Eastern District of New York

BY: /s/ Sarah Coyne
Sarah Coyne
Chief
Business & Securities Fraud Section

JEFFREY H. KNOX
Chief, Fraud Section
Criminal Division
United States Department of Justice

BY: /s/ Daniel S. Kahn
Daniel S. Kahn
Trial Attorney

AGREED AND CONSENTED TO:

RALPH LAUREN CORPORATION

Date: April 18, 2013

By: /s/ Avery S. Fischer
Name: Avery S. Fischer
Senior Vice President,
General Counsel and Secretary
Ralph Lauren Corporation

APPROVED:

Date: April 19, 2013

By: /s/ Thomas A. Hanusik
Thomas A. Hanusik
Crowell & Moring LLP

ATTACHMENT A

**STATEMENT OF FACTS**

This Statement of Facts is incorporated by reference as part of the non-prosecution agreement, dated April 22, 2013, between the United States Department of Justice, Criminal Division, Fraud Section (the "Department") and Ralph Lauren Corporation ("RLC" or the "Company"). The Department and the Company agree that the following facts are true and correct:

1. RLC was headquartered in New York, New York and incorporated in Delaware. RLC issued and maintained a class of publicly traded securities registered pursuant to Section 12(b) of the Securities Exchange Act of 1934 (15 U.S.C. § 781), which traded on the New York Stock Exchange and, therefore, was an "issuer" within the meaning of the Foreign Corrupt Practices Act ("FCPA"), 15 U.S.C. § 78dd-1(a). RLC was in the business of design, marketing, and distribution of apparel, accessories, and other products in many countries around the world, including Argentina.

2. PRL S.R.L. was an indirect wholly-owned subsidiary of RLC headquartered and incorporated in Argentina. PRL S.R.L. marketed and sold RLC merchandise, including merchandise that was imported from outside Argentina.

3. General Manager A was a dual U.S. and Argentine citizen, and thus a "domestic concern," as that term is used in the FCPA, Title 15, United States Code, Section 78dd-2(h)(1)(A). General Manager A was hired by RLC to manage the business of PRL S.R.L. and from in or around 2003 until in or around 2009, General Manager A was the General Manager of PRL S.R.L., and thus was an employee and agent of an issuer, as that term is used in the FCPA, Title 15, United States Code, Section 78dd-1(a).

4. Agent 1 was a customs clearance agency that was retained by PRL S.R.L. to assist with customs clearance issues in Argentina.

5. From in or around 2004, and continuing through in or around 2009, PRL S.R.L. and its employees, including General Manager A, together with Agent 1 and others, conspired to make unlawful payments to foreign officials to use the officials' influence with foreign government agencies and instrumentalities in order to assist PRL S.R.L. in obtaining and retaining business for and with, and directing business to PRL S.R.L.

6. Under Argentine regulations, import licenses and inspections were needed when goods were imported into Argentina. PRL S.R.L. retained Agent 1 to assist with customs clearance issues.

7. General Manager A, Agent 1, and others at PRL S.R.L. paid bribes to customs and other government officials to assist in improperly obtaining paperwork necessary for goods to clear customs, to permit clearance of items without the necessary paperwork, to permit the clearance of prohibited items, and to avoid inspection. These payments were not for routine government action as defined by Title 15, United States Code, Section 78dd-1(b).

8. General Manager A, Agent 1, and others at PRL S.R.L. discussed in person and via telephone the need to pay bribes to customs officials and the manner and means by which the bribes would be paid. On the occasions that Agent 1 called the offices of PRL S.R.L. via telephone to discuss the need to make bribe payments to customs officials, Agent 1 spoke with General Manager A or the Area Manager of PRL S.R.L.

9. General Manager A, Agent 1, and others disguised the bribe payments by having Agent 1 include the payments in Agent 1's invoices as "Loading and Delivery Expenses" and

"Stamp Tax/Label Tax." General Manager A and others at PRL S.R.L. knew of the true purpose of these expenses and nonetheless approved reimbursement to Agent 1.

10. For example, on April 14, 2009, Agent 1 submitted an invoice to PRL S.R.L. for General Manager A's approval that contained a line item for "Loading and Delivery Expenses" in the amount of $4,315 and a line item for "Stamp Tax/Label Tax" in the amount of $1,984.

11. On April 21, 2009, Agent 1 submitted an invoice to PRL S.R.L. for General Manager A's approval that contained a line item for "Loading and Delivery Expenses" in the amount of $1,986 and a line item for "Stamp Tax/Label Tax" in the amount of $750.

12. On May 19, 2009, Agent 1 submitted an invoice to PRL S.R.L. for General Manager A's approval that contained a line item for "Loading and Delivery Expenses" in the amount of $3,847 and a line item for "Stamp Tax/Label Tax" in the amount of $1,936.

13. On May 28, 2009, Agent 1 submitted an invoice to PRL S.R.L. for General Manager A's approval that contained a line item for "Loading and Delivery Expenses" in the amount of $2,986 and a line item for "Stamp Tax/Label Tax" in the amount of $2,740.

14. On or about September 22, 2009, Agent 1 sent a letter to PRL S.R.L. describing new customs-related implementations that could result in "complications" and "major delays" in importing goods, but that "we have adopted a strategy together with you to successfully cope with this situation, thus, achieving a reduction in delays and the impact on the Company."

15. In the five years that General Manager A, Agent 1, and others at PRL S.R.L. carried out this scheme, RLC did not have an anti-corruption program and did not provide any anti-corruption training or oversight with respect to PRL S.R.L.

16. In total, General Manager A and PRL S.R.L. paid roughly $580,000 to Agent 1 for the purpose of paying bribes to customs officials in order to obtain improper customs clearance of merchandise.

ATTACHMENT B

**CORPORATE COMPLIANCE PROGRAM**

In order to address any deficiencies in its internal controls, compliance code, policies, and procedures regarding compliance with the Foreign Corrupt Practices Act ("FCPA"), 15 U.S.C. §§ 78dd-1, *et seq.*, and other applicable anti-corruption laws, Ralph Lauren Corporation (the "Company") agrees to continue to conduct, in a manner consistent with all of its obligations under this Agreement, appropriate reviews of its existing internal controls, policies, and procedures.

Where necessary and appropriate, the Company agrees to adopt new or to modify existing internal controls, compliance code, policies, and procedures in order to ensure that it maintains: (a) a system of internal accounting controls designed to ensure that the Company makes and keeps fair and accurate books, records, and accounts; and (b) a rigorous anti-corruption compliance code, policies, and procedures designed to detect and deter violations of the FCPA and other applicable anti-corruption laws. At a minimum, this should include, but not be limited to, the following elements to the extent they are not already part of the Company's existing internal controls, compliance code, policies, and procedures:

*High-Level Commitment*

1. The Company will ensure that its directors and senior management provide strong, explicit, and visible support and commitment to its corporate policy against violations of the anti-corruption laws and its compliance code.

*Policies and Procedures*

2. The Company will develop and promulgate a clearly articulated and visible corporate policy against violations of the FCPA and other applicable foreign law counterparts

(collectively, the “anti-corruption laws,”), which policy shall be memorialized in a written compliance code.

3. The Company will develop and promulgate compliance policies and procedures designed to reduce the prospect of violations of the anti-corruption laws and the Company’s compliance code, and the Company will take appropriate measures to encourage and support the observance of ethics and compliance policies and procedures against violation of the anti-corruption laws by personnel at all levels of the Company. These anti-corruption policies and procedures shall apply to all directors, officers, and employees and, where necessary and appropriate, outside parties acting on behalf of the Company in a foreign jurisdiction, including but not limited to, agents and intermediaries, consultants, representatives, distributors, teaming partners, contractors and suppliers, consortia, and joint venture partners (collectively, “agents and business partners”). The Company shall notify all employees that compliance with the policies and procedures is the duty of individuals at all levels of the company. Such policies and procedures shall address:

a. gifts;

b. hospitality, entertainment, and expenses;

c. customer travel;

d. political contributions;

e. charitable donations and sponsorships;

f. facilitation payments; and

g. solicitation and extortion.

4. The Company will ensure that it has a system of financial and accounting procedures, including a system of internal controls, reasonably designed to ensure the maintenance of fair and accurate books, records, and accounts. This system should be designed to provide reasonable assurances that:

a. transactions are executed in accordance with management's general or specific authorization;

b. transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles or any other criteria applicable to such statements, and to maintain accountability for assets;

c. access to assets is permitted only in accordance with management's general or specific authorization; and

d. the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences.

*Periodic Risk-Based Review*

5. The Company will develop these compliance policies and procedures on the basis of a risk assessment addressing the individual circumstances of the Company, in particular the foreign bribery risks facing the Company, including, but not limited to, its geographical organization, interactions with various types and levels of government officials, industrial sectors of operation, involvement in joint venture arrangements, importance of licenses and permits in the Company's operations, degree of governmental oversight and inspection, and volume and importance of goods and personnel clearing through customs and immigration.

6. The Company shall review its anti-corruption compliance policies and procedures no less than annually and update them as appropriate to ensure their continued effectiveness, taking into account relevant developments in the field and evolving international and industry standards.

*Proper Oversight and Independence*

7. The Company will assign responsibility to one or more senior corporate executives of the Company for the implementation and oversight of the Company's anti-corruption compliance code, policies, and procedures. Such corporate official(s) shall have direct reporting obligations to independent monitoring bodies, including internal audit, the Company's Board of Directors, or any appropriate committee of the Board of Directors, and shall have an adequate level of autonomy from management as well as sufficient resources and authority to maintain such autonomy.

*Training and Guidance*

8. The Company will implement mechanisms designed to ensure that its anti-corruption compliance code, policies, and procedures are effectively communicated to all directors, officers, employees, and, where necessary and appropriate, agents and business partners. These mechanisms shall include: (a) periodic training for all directors and officers, all employees in positions of leadership or trust, positions that require such training (e.g., internal audit, sales, legal, compliance, finance), or positions that otherwise pose a corruption risk to the Company, and, where necessary and appropriate, agents and business partners; and (b) annual certifications by all such directors, officers, employees, agents, and business partners, certifying compliance with the training requirements.

9. The Company will maintain, or where necessary establish, an effective system for providing guidance and advice to directors, officers, employees, and, where necessary and appropriate, agents and business partners, on complying with the Company's anti-corruption compliance code, policies, and procedures, including when they need advice on an urgent basis or in any foreign jurisdiction in which the Company operates.

*Internal Reporting and Investigation*

10. The Company will maintain, or where necessary establish, an effective system for internal and, where possible, confidential reporting by, and protection of, directors, officers, employees, and, where appropriate, agents and business partners concerning violations of the anti-corruption laws or the Company's anti-corruption compliance code, policies, and procedures.

11. The Company will maintain, or where necessary establish, an effective and reliable process with sufficient resources for responding to, investigating, and documenting allegations of violations of the anti-corruption laws or the Company's anti-corruption compliance code, policies, and procedures.

*Enforcement and Discipline*

12. The Company will implement mechanisms designed to effectively enforce its compliance code, policies, and procedures, including appropriately incentivizing compliance and disciplining violations.

13. The Company will institute appropriate disciplinary procedures to address, among other things, violations of the anti-corruption laws and the Company's anti-corruption compliance code, policies, and procedures by the Company's directors, officers, and employees.

Such procedures should be applied consistently and fairly, regardless of the position held by, or perceived importance of, the director, officer, or employee. The Company shall implement procedures to ensure that where misconduct is discovered, reasonable steps are taken to remedy the harm resulting from such misconduct, and to ensure that appropriate steps are taken to prevent further similar misconduct, including assessing the internal controls, compliance code, policies, and procedures and making modifications necessary to ensure the overall anti-corruption compliance program is effective.

*Third-Party Relationships*

14. The Company will institute appropriate due diligence and compliance requirements pertaining to the retention and oversight of all agents and business partners, including:

a. properly documented risk-based due diligence pertaining to the hiring and appropriate and regular oversight of agents and business partners;

b. informing agents and business partners of the Company's commitment to abiding by anti-corruption laws, and of the Company's anti-corruption compliance code, policies, and procedures; and

c. seeking a reciprocal commitment from agents and business partners.

15. Where necessary and appropriate, the Company will include standard provisions in agreements, contracts, and renewals thereof with all agents and business partners that are reasonably calculated to prevent violations of the anti-corruption laws, which may, depending upon the circumstances, include: (a) anti-corruption representations and undertakings relating to compliance with the anti-corruption laws; (b) rights to conduct audits of the books and records of

the agent or business partner to ensure compliance with the foregoing; and (c) rights to terminate an agent or business partner as a result of any breach of the anti-corruption laws, the Company's compliance code, policies, or procedures, or the representations and undertakings related to such matters.

*Mergers and Acquisitions*

16. The Company will develop and implement policies and procedures for mergers and acquisitions requiring that the Company conduct appropriate risk-based due diligence on potential new business entities, including appropriate FCPA and anti-corruption due diligence by legal, accounting, and compliance personnel. If the Company discovers any corrupt payments or inadequate internal controls as part of its due diligence of newly acquired entities or entities merged with the Company, it shall report such conduct to the Department.

17. The Company will ensure that the Company's compliance code, policies, and procedures regarding the anti-corruption laws apply as quickly as is practicable to newly acquired businesses or entities merged with the Company and will promptly:

a. train the directors, officers, employees, agents, and business partners consistent with Paragraph 8 above on the anti-corruption laws and the Company's compliance code, policies, and procedures regarding anti-corruption laws; and

b. conduct an FCPA-specific audit of all newly acquired or merged businesses as quickly as practicable.

*Monitoring and Testing*

18. The Company will conduct periodic reviews and testing of its anti-corruption compliance code, policies, and procedures designed to evaluate and improve their effectiveness

in preventing and detecting violations of anti-corruption laws and the Company’s anti-corruption code, policies, and procedures, taking into account relevant developments in the field and evolving international and industry standards.

ATTACHMENT C

**REPORTING REQUIREMENTS**

Ralph Lauren Corporation (the "Company") agrees that it will report to the Department periodically, at no less than twelve-month intervals during a two-year term, regarding remediation and implementation of the compliance program and internal controls, policies, and procedures described in Attachment B. Should the Company discover credible evidence that questionable or corrupt payments or questionable or corrupt transfers of property or interests may have been offered, promised, paid, or authorized by any Company entity or person, or any entity or person working directly for the Company (including its affiliates and any agent), or that related false books and records have been maintained, the Company shall promptly report such conduct to the Department. During this two-year period, the Company shall: (1) conduct an initial review and submit an initial report, and (2) conduct and prepare at least one (1) follow-up review and report, as described below:

a. By no later than one (1) year from the date this Agreement is executed, the Company shall submit to the Department a written report setting forth a complete description of its remediation efforts to date, its proposals reasonably designed to improve the Company's internal controls, policies, and procedures for ensuring compliance with the FCPA and other applicable anti-corruption laws, and the proposed scope of the subsequent review. The report shall be transmitted to Deputy Chief - FCPA Unit, Fraud Section, Criminal Division, U.S. Department of Justice, 1400 New York Avenue, NW, Bond Building, Washington, DC 20530. The Company may extend the time period for issuance of the initial report with prior written approval of the Department.

b. The Company shall undertake at least one (1) follow-up review, incorporating the Department's views on the Company's prior review and report, to further monitor and assess whether the Company's policies and procedures are reasonably designed to detect and prevent violations of the FCPA and other applicable anti-corruption laws.

c. The Company shall submit the follow-up report to the Department by no later than one (1) year after the initial review.

d. The reports will likely include proprietary, financial, confidential, and competitive business information. Moreover, public disclosure of the reports could discourage cooperation, impede pending or potential government investigations and thus undermine the objectives of the reporting requirement. For these reasons, among others, the reports and the contents thereof are intended to remain and shall remain non-public, except as otherwise agreed to by the parties in writing, or except to the extent that the Department determines in its sole discretion that disclosure would be in furtherance of the Department's discharge of its duties and responsibilities or is otherwise required by law.

e. The Company may extend the time period for submission of the follow-up report with prior written approval of the Department.