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): March 28, 2024

GUESS?, INC.
(Exact name of registrant as specified in its charter)

Delaware	**1-11893**	**95-3679695**
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

Strada Regina 44, Bioggio, Switzerland CH-6934
(Address of principal executive offices) (Zip Code)

Registrant's telephone number, including area code: **+41 91 809 5000**

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:

☐ 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, par value $0.01 per share	GES	New York Stock Exchange

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. ☐

Item 1.01. Entry into a Material Definitive Agreement

On March 28, 2024, Guess?, Inc. (the "Company") and certain of its subsidiaries amended (such amendment, "Amendment No. 3") their amended and restated senior secured asset-based revolving credit facility with Bank of America, N.A., as agent and a lender and the other lenders party thereto to permit, among other things, the exchange and subscription offering and certain transactions related thereto referred to in Item 8.01 below.

In addition, each of Mr. Paul Marciano and Mr. Maurice Marciano (collectively, the "Marcianos") entered into amended and restated voting agreements with the Company (the "Amended Voting Agreements") which revise their existing voting agreements with the Company entered into on April 12, 2023 (the "Original Voting Agreements"). Because repurchases by the Company of shares of its common stock in connection with the repurchase program referred to in Item 8.01 below will have the effect of increasing the relative portion of the voting power of the Company represented by the aggregate amount of shares of the Company which each of the Marcianos has the power to vote, the Amended Voting Agreements ensure the voting arrangements set forth in the Original Voting Agreements limiting the aggregate voting percentage that may be voted at the discretion of the Marcianos on the date of the Original Voting Agreements apply throughout the repurchase program.

The foregoing descriptions of Amendment No. 3 and each Amended Voting Agreement do not purport to be complete and are qualified in their entirety by reference to Amendment No. 3 and the Amended Voting Agreements, respectively, filed as Exhibits 10.1, 10.2 and 10.3 hereto, respectively, and which are incorporated herein by reference.

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

Amendment to Dennis Secor's Employment Agreement

The Company was a party to an Employment Agreement, dated March 14, 2022 and as amended on March 31, 2023, with Dennis Secor, the Company's Executive Vice President, Finance (the "Employment Agreement"). On March 29, 2024, the Company and Mr. Secor entered into an amendment and restatement of the Employment Agreement (the "Amended Agreement").

The Employment Agreement had provided for the term of Mr. Secor's employment with the Company to end on March 31, 2024. The Amended Agreement extends the term of Mr. Secor's employment as the Company's Executive Vice President, Finance through March 31, 2025, subject to earlier termination as provided in the Amended Agreement. The Amended Agreement provides for the following:

a. Mr. Secor's annual rate of base salary beginning April 1, 2024 will be $240,000.

b. Mr. Secor will be entitled to an incentive bonus opportunity for the Company's fiscal year 2025 based 50% on the achievement of performance criteria established by the Compensation Committee of the Company's Board of Directors and 50% based on deliverables to be mutually agreed between Mr. Secor and the Company's Chief Executive Officer. Mr. Secor's threshold, target and stretch bonus opportunities for fiscal year 2025 are $90,000, $180,000, and $270,000, respectively, provided that he remains employed with the Company through March 31, 2025.

c. On April 1, 2024, the Company will grant Mr. Secor a restricted stock unit award under the Company's 2004 Equity Incentive Plan. The number of shares of Company common stock subject to such award will equal $370,000 divided by the closing price (in regular trading) of a share of the Company's common stock on the grant date. The restricted stock units are scheduled to vest, subject to Mr. Secor's continued employment, on March 31, 2025.

d. The Company will pay Mr. Secor a one-time fixed allowance of $5,000 and Mr. Secor will also be entitled to certain employee benefits.

The Amended Agreement generally provides that if Mr. Secor's employment with the Company ends before March 31, 2025, due to his death or disability, he will be entitled to a pro-rata target bonus for fiscal year 2025 and pro-rata vesting of his restricted stock unit award. The Amended Agreement generally provides that if Mr. Secor's employment with the Company is terminated by the Company without "Cause" (as defined in the Amended Agreement), or by Mr. Secor for "Good Reason" (as defined in the Amended Agreement), before March 31, 2025, Mr. Secor will be entitled to his full target bonus for fiscal year 2025, continued payment of base salary through March 31, 2025, and full vesting of his restricted stock unit award, subject to his execution of a release of claims in favor of the Company.

The Amended Agreement is attached hereto as Exhibit 10.4 and is incorporated herein by reference. The foregoing description of the Amended Agreement is qualified in its entirety by reference to such exhibit.

Item 7.01. Regulation FD Disclosure.

On April 1, 2024, the Company issued a press release announcing the stock repurchase program referred to in Item 8.01 below. A copy of the press release is furnished as Exhibit 99.1 hereto.

The information in this Item 7.01 of Form 8-K is being furnished hereby and shall not be deemed to be "filed" for the purposes of Section 18 of the Securities Exchange Act of 1934 (the "Exchange Act"), or otherwise subject to the liabilities of such section, nor shall such information be deemed incorporated by reference in any filing under the Securities Act of 1933, as amended (the "Securities Act"), or the Exchange Act, except as shall be expressly set forth by specific reference in such a filing.

Item 8.01. Other Events.

On April 1, 2024, the Company issued a press release relating to an exchange, whereby the Company agreed with one holder of its 2.00% convertible senior notes due 2024 (the "2024 Convertible Notes") (pursuant to exemptions from registration under the Securities Act), to exchange approximately $14.6 million aggregate principal amount of such holder's 2024 Convertible Notes for approximately $12.1 million aggregate principal amount of additional 3.75% convertible senior notes due 2028 (the "2028 Convertible Notes"). A copy of the press release is attached as Exhibit 99.2 to this Current Report on Form 8-K and is incorporated by reference into this Item 8.01.

Additionally, the Company's Board of Directors authorized a program to repurchase, from time-to-time and as market and business conditions warrant, up to $200 million of its common stock. Repurchases may be made on the open market or in privately negotiated transactions, pursuant to Rule 10b5-1 trading plans or other available means. There is no minimum or maximum number of shares to be repurchased under the program and the program may be discontinued at any time, without prior notice.

In connection with the exchange, the Company engaged in share repurchase transactions, whereby the Company agreed to repurchase 326,429 of its outstanding shares of common stock, $0.01 par value per share, for cash, at a price per share of $31.47.

The material terms of the 2028 Convertible Notes are described in the Company's Form 8-K filed on April 18, 2023, incorporated by reference herein.

Neither this Current Report on Form 8-K nor the press release constitutes an offer to sell, or the solicitation of an offer to buy, the 2028 Convertible Notes or the Company's common stock, if any, issuable upon conversion of the 2028 Convertible Notes.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
10.1	Amendment Number Three to Amended & Restated Loan, Guaranty and Security Agreement, dated as of December 20, 2022, by and among Guess?, Inc., Guess? Retail, Inc., Guess.com, Inc., Guess? Canada Corporation, the guarantors party thereto, Bank of America, N.A., as agent for the lenders, and each of the lenders party thereto.
10.2	Amended and Restated Voting Agreement, dated March 28, 2024, among Guess?, Inc., Paul Marciano and the Paul Marciano Trust.
10.3	Amended and Restated Voting Agreement, dated March 28, 2024, among Guess?, Inc., Maurice Marciano and the Maurice Marciano Trust.
10.4	Employment Agreement, as amended and restated March 29, 2024, between Guess?, Inc. and Dennis Secor.
99.1	Press Release (share repurchase program), dated April 1, 2024.
99.2	Press Release (notes exchange), dated April 1, 2024.
104	Cover Page Interactive Data File – the cover page XBRL tags are embedded within the Inline XBRL document

SIGNATURES

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

GUESS?, INC.

Dated: April 1, 2024

By: /s/ Markus Neubrand

Markus Neubrand
Chief Financial Officer

Exhibit 10.1

AMENDMENT NUMBER THREE TO

AMENDED AND RESTATED LOAN, GUARANTY AND SECURITY AGREEMENT

This **AMENDMENT NUMBER THREE TO AMENDED AND RESTATED LOAN, GUARANTY AND SECURITY AGREEMENT** (this "Amendment"), dated as of March 28, 2024, is entered into by and among **GUESS ?, INC.**, a Delaware corporation ("Parent"), **GUESS? RETAIL, INC.**, a Delaware corporation ("Retail"), **GUESS.COM, INC.**, a Delaware corporation ("Com"; and together with Parent, and Retail, each a "U.S. Borrower" and collectively, the "U.S. Borrowers"), **GUESS? CANADA CORPORATION**, a company amalgamated under the laws of the province of Nova Scotia, Canada ("Canadian Borrower"; and together with U.S. Borrowers, each a "Borrower" and collectively, the "Borrowers"), Parent and certain Subsidiaries of Parent party to the Loan Agreement as guarantor (each, a "Guarantor" and collectively, the "Guarantors"), the financial institutions party thereto from time to time as lenders (the "Lenders"), and **BANK OF AMERICA, N.A.**, a national banking association, as agent for the Lenders and solely with respect to the loan servicing requirements of the Canadian Borrowers, Bank of America-Canada Branch (the "Agent").

RECITALS

A. **WHEREAS,** Borrowers, Guarantors, Agent, and Lenders are parties to that certain Amended and Restated Loan, Guaranty and Security Agreement, dated as of December 20, 2022 (as amended and in effect on the date hereof prior to giving effect to this Amendment, the "Existing Loan Agreement", and as such agreement may be amended, restated amended and restated, supplemented, extended or otherwise modified in writing from time to time, including by this Amendment, the "Loan Agreement"); and

B. **WHEREAS**, Borrowers have requested and Agent and Lenders agreed to amend the Loan Agreement in certain respects, pursuant to the terms and subject to the conditions, as set forth in this Amendment.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants herein contained, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE I
DEFINITIONS; RECITALS

Section 1.01 Definitions. Initially capitalized terms used but not defined in this Amendment have the respective meanings set forth in the Loan Agreement, as amended hereby.

Section 1.02 Recitals. The Recitals above are incorporated herein as though set forth in full and the Obligors stipulate to the accuracy of each of the Recitals.

ARTICLE II
AMENDMENTS TO LOAN AGREEMENT

Section 2.01 New Definitions. The following new definitions are hereby added to Section 1.1 of the Existing Loan Agreement in alphabetical order to read in their entirety as follows:

Third A&R Amendment: that certain Amendment Number Three to Amended and Restated Loan, Guaranty and Security Agreement dated as of the Third A&R Amendment Effective Date by and among Borrowers, Guarantors, Agent and Lenders.

Third A&R Amendment Effective Date: March 28, 2024.

Section 2.02 Amendment to the Definition "Permitted Asset Disposition" in Section 1.1 of the Existing Loan Agreement. The definition "Permitted Asset Disposition" in Section 1.1 of the Existing Loan Agreement is hereby amended by amending and restating clause (r) thereof in its entirety to read as follows:

(r) the unwinding of any Hedging Agreements in connection with the Permitted Convertible Note Debt including those entered into by Parent on or about the Second Amendment Effective Date or around the First A&R Amendment Effective Date, the Second A&R Amendment Effective Date or the Third A&R Amendment Effective Date and any Hedging Agreements entered into by Parent in connection with any permitted refinancing of any Permitted Convertible Note Debt, in each case, in accordance with their terms in connection with the payment repurchase or conversion of the Permitted Convertible Notes;

Section 2.03 Amendment to the Definition "Permitted Convertible Note Debt (2023)" in Section 1.1 of the Existing Loan Agreement. The definition "Permitted Convertible Note Debt (2023)" in Section 1.1. of the Existing Loan Agreement is hereby amended by amending and restating the definition in its entirety to read as follows:

Permitted Convertible Note Debt (2023): the Debt and other obligations incurred by Parent around the First A&R Amendment Effective Date, the Second A&R Amendment Effective Date and the Third A&R Amendment Effective Date pursuant to the Permitted Convertible Note Documents (2023) which include (i) the Permitted Convertible Notes (2023) and (ii) any Debt and other obligations under the Hedging Agreements and other agreements, in each case, entered into in connection with the Permitted Convertible Note Debt (2023) and Permitted Convertible Note Documents (2023), and any renewals, extensions or refinancings thereof, as long as each Refinancing Condition is satisfied.

Section 2.04 Amendment to the Definition "Permitted Convertible Notes (2019)" in Section 1.1 of the Existing Loan Agreement. The definition "Permitted Convertible Notes (2019)" in Section 1.1. of the Existing Loan Agreement is hereby amended by amending and restating the definition in its entirety to read as follows:

Permitted Convertible Notes (2019): convertible notes in an aggregate principal amount up to but not exceeding $49,000,000 issued on or about April 26, 2019 pursuant to the

Permitted Convertible Note Documents (2019), in each case, as amended, replaced, supplemented, extended, refinanced or otherwise modified from time to time so long as, in the case of any renewal, extension or refinancing, each Refinancing Condition is satisfied.

Section 2.05 Amendment to the Definition "Permitted Convertible Notes (2023)" in Section 1.1 of the Existing Loan Agreement. The definition "Permitted Convertible Notes (2023)" in Section 1.1. of the Existing Loan Agreement is hereby amended by amending and restating the definition in its entirety to read as follows:

Permitted Convertible Notes (2023): convertible notes in an aggregate principal amount up to but not exceeding $389,000,000 issued around the First A&R Amendment Effective Date, the Second A&R Amendment Effective Date and the Third A&R Amendment Effective Date pursuant to the Permitted Convertible Note Documents (2023), in each case, as amended, replaced, supplemented, extended, refinanced or otherwise modified from time to time so long as, in the case of any renewal, extension or refinancing, each Refinancing Condition is satisfied.

Section 2.05. Amendment to Clause (e) in Section 10.2.4 of the Existing Loan Agreement. Clause (e) in Section 10.2.4 of the Existing Loan Agreement is hereby amended and restated in its entirety to read as follows:

(e) Permitted Share Repurchases and, for the avoidance of doubt, (A) payments on or about the Second Amendment Effective Date pursuant to the Hedging Agreements entered into in connection with the Permitted Convertible Note Debt (2019), (B) payments around the First A&R Amendment Effective Date, the Second A&R Amendment Effective Date and the Third A&R Amendment Effective Date pursuant to the Hedging Agreements entered into in connection with the Permitted Convertible Note Debt (2023), (C) payments pursuant to any Hedging Agreements entered into by Parent in connection with any permitted refinancing of the applicable Permitted Convertible Note Debt, and (D) the settlement of any related Hedging Agreement entered into in connection with the applicable Permitted Convertible Note Debt or any permitted refinancing thereof under which Parent may be obligated to deliver common Equity Interests of the Parent, including (i) by delivery of common Equity Interests of the Parent or (ii) by (x) payment of a net amount in cash in respect of any early termination or maturity of any Hedging Agreement entered into in connection with the applicable Permitted Convertible Note Debt or (y) delivery of common Equity Interests of the Parent or payment of a net amount in cash upon an early termination or maturity of any such Hedging Agreement;

For the avoidance of doubt, Section 10.2.4 shall otherwise remain in full force and effect.

Section 2.06. Amendment to Clause (b) in Section 10.2.8 of the Existing Loan Agreement. Clause (b) in Section 10.2.8 of the Existing Loan Agreement is hereby amended by (x) deleting the word "and" appearing prior to clause (ix), (y) adding a new word "and" at the end of clause (ix) and (z) adding a new clause (x) at the end thereof as follows:

(x) on or around the Third A&R Amendment Effective Date, exchanges of Permitted Convertible Notes (2019) for an approximately equal principal amount of Permitted Convertible Notes (2023) and repurchases or repayments of such Permitted Convertible Notes (2019) with the proceeds of such Permitted Convertible Notes (2023) and payment of interest and fees on the Permitted Convertible Notes (2019) that are being exchanged, repurchased or repaid; provided that immediately before and after such exchanges, repurchases or repayments (i) no Default or Event of Default exists and (ii) Availability is in an amount equal to or greater than 17.5% of the aggregate Borrowing Base (calculated based on the most recently delivered Borrowing Base Report) on average during the thirty (30) days immediately before giving effect thereto and immediately after giving pro forma effect thereto and Parent shall have delivered a certificate to Agent certifying the satisfaction of clauses (i) and (ii) above.

ARTICLE III

CONDITIONS TO EFFECTIVENESS; MISCELLANEOUS

Section 3.01 Conditions to Effectiveness. The parties hereto agree that the amendments set forth herein shall not be effective until the satisfaction of each of the following conditions precedent:

(a) Executed Amendment. The Agent shall have received a fully executed copy of this Amendment signed by the Borrowers, Guarantors, Agent and Lenders.

Section 3.02 Miscellaneous.

(a) Survival of Representations and Warranties. All representations and warranties made in the Loan Agreement or any other document or documents relating thereto, including, without limitation, any Loan Document furnished in connection with this Amendment, shall survive the execution and delivery of this Amendment and the other Loan Documents, and no investigation by Agent or the Lenders shall affect the representations and warranties or the right of the Lenders or Agent to rely thereon.

(b) Reference to Loan Agreement. The Loan Agreement, each of the Loan Documents, and any and all other agreements, documents or instruments now or hereafter executed and delivered pursuant to the terms hereof, or pursuant to the terms of the Loan Agreement as amended hereby, are hereby amended so that any reference therein to the Loan Agreement shall mean a reference to the Loan Agreement as amended hereby.

(c) Loan Agreement Remains in Effect. The Loan Agreement and the Loan Documents, as amended hereby, remain in full force and effect and each Borrower and each Guarantor ratifies and confirms its agreements and covenants contained therein. Each Borrower and each Guarantor hereby confirms that to the best of its knowledge no Event of Default or Default exists.

(d) Severability. Any provision of this Amendment held by a court of competent jurisdiction to be invalid or unenforceable shall not impair or invalidate the

remainder of this Amendment and the effect thereof shall be confined to the provision so held to be invalid or unenforceable.

(e) Counterparts; Facsimile. This Amendment may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original, but all of which when taken together shall constitute one and the same instrument. Delivery of an executed counterpart to this Amendment by facsimile or other electronic means (including in ".pdf" or ".tif" format) shall be effective as an original.

(f) Headings. The headings, captions and arrangements used in this Amendment are for convenience only and shall not affect the interpretation of this Amendment.

(g) NO ORAL AGREEMENTS. THIS AMENDMENT, TOGETHER WITH THE OTHER LOAN DOCUMENTS AS WRITTEN, REPRESENTS THE FINAL AGREEMENT BETWEEN LENDERS, AGENT, BORROWERS AND GUARANTORS AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN AGENT, LENDERS, BORROWERS AND GUARANTORS.

(h) GOVERNING LAW. THIS AMENDMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES (BUT GIVING EFFECT TO FEDERAL LAWS RELATING TO NATIONAL BANKS); PROVIDED, HOWEVER, THAT IF THE LAWS OF ANY JURISDICTION OTHER THAN NEW YORK SHALL GOVERN IN REGARD TO THE VALIDITY, PERFECTION OR EFFECT OF PERFECTION OF ANY LIEN OR IN REGARD TO PROCEDURAL MATTERS AFFECTING ENFORCEMENT OF ANY LIENS IN COLLATERAL, SUCH LAWS OF SUCH OTHER JURISDICTIONS SHALL CONTINUE TO APPLY TO THAT EXTENT.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed by its authorized officers as of the day and year first above written.

OBLIGORS:

GUESS ?, INC.,
a Delaware corporation,
as a U.S. Borrower and a U.S. Guarantor

By: /s/ Carlos Alberini
Name: Carlos Alberini
Title: Chief Executive Officer

GUESS? RETAIL, INC.,
a Delaware corporation,
as a U.S. Borrower and a U.S. Guarantor

By: /s/ Carlos Alberini
Name: Carlos Alberini
Title: Chief Executive Officer

GUESS.COM, INC.,
a Delaware corporation,
as a U.S. Borrower and a U.S. Guarantor

By: /s/ Carlos Alberini
Name: Carlos Alberini
Title: Chief Executive Officer

GUESS? CANADA CORPORATION,
a company amalgamated under the laws of the province of Nova Scotia, Canada, as Canadian Borrower

By: /s/ Carlos Alberini
Name: Carlos Alberini
Title: Chief Executive Officer

GUESS? VALUE LLC,
a Virginia limited liability company,
as a U.S. Guarantor

By: /s/ Carlos Alberini
Name: Carlos Alberini
Title: Chief Executive Officer

AGENT AND LENDERS:

BANK OF AMERICA, N.A.,
as Agent, a U.S. Lender and an Issuing Bank

By: /s/ Bryn Lynch
Name: Bryn Lynch
Title: VP

BANK OF AMERICA, N.A.
(acting through its Canada branch),
as a Canadian Lender and an Issuing Bank

By: /s/ Medina Sales de Andrade
Name: Medina Sales de Andrade
Title: Vice President

BMO HARRIS BANK N.A.,
successor in interest to Bank of The West,
as a U.S. Lender

By: /s/ Samantha Mendez
Name: Samantha Mendez
Title: Vice President

BMO HARRIS BANK N.A.,
successor in interest to Bank of The West,
as a Canadian Lender

By: /s/ Samantha Mendez
Name: Samantha Mendez
Title: Vice President

HSBC BANK USA, NATIONAL ASSOCIATION,
as a U.S. Lender

By: /s/ Steven A Alves
Name: Steven A Alves
Title: Senior Vice President

HSBC BANK USA, NATIONAL ASSOCIATION,
as a Canadian Lender

By: /s/ Steven A Alves
Name: Steven A Alves
Title: Senior Vice President

Exhibit 10.2

AMENDED AND RESTATED
VOTING AGREEMENT

THIS AMENDED AND RESTATED VOTING AGREEMENT (this "**Agreement**") is made as of March 28, 2024 (the "**Effective Date**"), between, on the one hand, (a) Guess?, Inc., a Delaware Corporation (the "**Company**"), and, on the other hand, (b) Paul Marciano, individually ("**PM**"), and as trustee of the Paul Marciano Trust (the "**PM Trust**").

RECITALS

WHEREAS, PM and the PM Trust, on the one hand, and the Company, on the other hand, are parties to that certain Voting Agreement dated as of April 12, 2023 (the "**Original PM Voting Agreement**"), and Maurice Marciano, individually ("**MM**"), and as trustee of the Maurice Marciano Trust (the "**MM Trust**"), on the one hand, and the Company, on the other hand, are parties to that certain Voting Agreement dated as of April 12, 2023 (the "**Original MM Voting Agreement**", and together with the Original PM Voting Agreement, the "**Original Voting Agreements**");

WHEREAS, the Original Voting Agreements provide that with respect to any Stockholder Action (as defined in the Original Voting Agreements), PM will cause the PM Trust to vote an aggregate number of Common Shares owned by the PM Trust equal to the Excess Shares (as defined in the Original Voting Agreements) in respect of such Stockholder Action, and MM will cause the MM Trust to vote an aggregate number of Common Shares owned by the MM Trust equal to the Excess Shares in respect of such Stockholder Action, in a manner that is in direct proportion to the manner in which the Non-Marciano Voting Shares (as defined in the Original Voting Agreements) are voted (or not voted) in respect of such Stockholder Action, such that, for any such Stockholder Action, the Excess Shares reflect voting results proportionate to such aggregate voting results in such Stockholder Action for the Non-Marciano Voting Shares;

WHEREAS, the number of Excess Shares was capped at 478,324 Common Shares in each of the Original Voting Agreements (the "**Original Cap**");

WHEREAS, simultaneously with this Agreement, the Company has approved a share repurchase program pursuant to which the Company may purchase shares of Common Stock in open market purchases, negotiated transactions, or other means from time to time, up to an aggregate of $200 million (the "**Repurchase Plan**");

WHEREAS, in anticipation of the Company's use of the full amount of the Repurchase Plan, PM, MM and the Company desire to amend the Original Cap in each of the Original Voting Agreements to ensure the voting arrangements set forth in the Original Voting Agreements applies with respect to the Excess Shares in excess of 42.75% of the Total Voting Power in any Stockholder Action;

WHEREAS, the Board of Directors of the Company has unanimously approved the Repurchase Plan and the voting arrangements set forth in this Agreement;

WHEREAS, the Board of Directors of the Company approved the Repurchase Plan in reliance upon PM and the PM Trust entering into this Agreement; and

WHEREAS, the Company, PM and the PM Trust desire to set forth in this Agreement certain terms and conditions regarding the voting rights of PM and the PM Trust with respect to the Excess Shares.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement and for other good and valuable consideration, the receipt and adequacy of which are acknowledged, and intending to be legally bound, the Company, PM and the PM Trust agree as follows:

ARTICLE I
DEFINITIONS

Definitions. For purposes of this Agreement:

"**Agreement**" has the meaning set forth in the preamble.

"**Business Day**" means any day, other than Saturday, Sunday or any day that is a legal holiday under the laws of the State of Delaware or is a day on which banking institutions in the State of Delaware are authorized or required by law or other governmental action to close.

"**Common Shares**" has the meaning set forth in the recitals.

"**Company**" has the meaning set forth in the preamble.

"**Effective Date**" has the meaning set forth in the preamble.

"**Entity**" means any corporation (including any non-profit corporation), general partnership, limited partnership, limited liability partnership, joint venture, estate, trust, company (including any limited liability company or joint stock company), branch office, firm or other enterprise, association, organization or entity.

"**Excess Shares**" means (a) with respect to any Stockholder Action, such number of shares over which PM and/or MM exercise voting power that would result in PM and/or MM having the right to vote a percentage of the Total Voting Power applicable to such Stockholder Action in excess of the Marciano Threshold Percentage multiplied by (b) 50%; provided, that the number of Excess Shares shall not exceed 1,869,001 Common Shares (subject to adjustment for stock splits, stock dividends, recapitalizations and the like).

"**Law**" means national, supranational, state, provincial, municipal or local statute, law, resolution, constitution, treaty, ordinance, code, regulation, statute, rule, notice, regulatory requirement, interpretation, agency guidance, order, stipulation, determination, certification standard, accreditation standard, permit, requirement or rule of law (including common law), code or edict issued, enacted, adopted, promulgated, implemented or otherwise put into effect by or under the authority of any governmental authority, including the rules and regulations of any stock exchange.

"**Marciano Threshold Percentage**" means 42.75% of the Total Voting Power.

"**MM**" has the meaning set forth in the recitals.

"**Non-Marciano Voting Shares**" means Common Shares other than Common Shares over which PM or MM have sole or shared voting power.

"**Notes**" has the meaning set forth in the recitals.

"**Organizational Documents**" means, with respect to any Entity, its certificate of incorporation or formation, memorandum of association, bylaws, agreement of trust or similar organizational documents.

"**Person**" means any individual, Entity or governmental authority.

"**PM**" has the meaning set forth in the preamble.

"**PM Trust**" has the meaning set forth in the preamble.

"**Repurchase**" has the meaning set forth in the recitals.

"**Stockholder Action**" means any nomination for election as a director of the Company or any proposal, in each case submitted to the holders of Common Shares for approval at any annual or special meeting (however noticed or called).

"**Total Voting Power**" means the total number of votes that may be cast by the holders of Common Shares on a Stockholder Action if all Common Shares entitled to vote in such Stockholder Action are present and voted.

ARTICLE I
VOTING AGREEMENT

Section 1.1 Voting Agreement. During the term of this Agreement, with respect to any Stockholder Action, PM will cause the PM Trust to vote an aggregate number of Common Shares owned by the PM Trust equal to the Excess Shares in respect of such Stockholder Action in a manner that is in direct proportion to the manner in which the Non-Marciano Voting Shares are voted (or not voted) in respect of such Stockholder Action, such that, for any such Stockholder Action, the Excess Shares shall reflect voting results with respect to "shares voted for", "shares voted against", "shares abstained", "shares withheld", "broker non-votes" and "shares not present at the meeting" proportionate to such aggregate voting results in such Stockholder Action for the Non-Marciano Voting Shares.

Section 1.2 Voting Information. With respect to any Stockholder Action, the number of Excess Shares, if any, will be determined by the Company as promptly as practicable following the record date established for determining the stockholders of the Company entitled to vote in such Stockholder Action. From time to time before the scheduled date for any such Stockholder Action at the request of PM, the Company will inform PM of the voting tabulations (including, for this purpose, all "shares voted for" or "shares voted against" and all "shares abstained" and "shares

withheld", "broker non-votes" and "shares not present at the meeting") for such Stockholder Action (it being understood and agreed by the parties that the Company will request the proxy solicitation firm engaged by it, if any, in connection with such Stockholder Action to provide such tabulations directly to PM from time to time as such tabulations are provided to the Company) for the purpose of facilitating the agreement of PM to vote the Excess Shares in accordance with the requirements of this Article I.

ARTICLE II
REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations and Warranties of the Company. The Company represents and warrants to PM and the PM Trust that:

(a) The Company is duly organized, validly existing and in good standing under the Laws of the State of Delaware. The Company has the requisite power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement. The execution, delivery and performance by the Company of this Agreement and the consummation by the Company of the transactions contemplated by this Agreement have been duly authorized by all necessary action on the part of the Company. This Agreement has been duly and validly executed and delivered by the Company and assuming due execution and delivery by each of PM and the PM Trust, this Agreement constitutes a valid and binding agreement of the Company enforceable against it in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and similar Laws relating to or affecting creditors generally and by general equity principles.

(b) The execution, delivery and performance by the Company of this Agreement and the consummation of the transactions contemplated hereby do not and will not (i) violate any Organizational Document of the Company, (ii) violate any applicable Law in any material respect, (iii) require any consent or other action by any Person under, constitute a default under, or give rise to any right of termination, cancellation or acceleration or to a loss of any benefit to which the Company is entitled under any provision of any agreement or other instrument binding on the Company or (iv) result in the imposition of any lien (other than pursuant to this Agreement) on any asset of the Company (including the Common Shares).

Section 2.2 Representations and Warranties of PM and the PM Trust. Each of PM and the PM Trust represents and warrants to the Company that:

(a) If such party is not an individual, such party is duly organized, validly existing and in good standing under the Laws of its jurisdiction of organization or formation. Such party has the requisite power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement. If such party is not an individual, the execution, delivery and performance by such party of this Agreement and the consummation by such party of the transactions contemplated by this Agreement have been duly authorized by all necessary action on the part of such party. This Agreement has been duly and validly executed and delivered by such party and assuming due execution and delivery by the Company, this Agreement constitutes a valid and binding agreement of such party enforceable against it in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization,

moratorium and similar Laws relating to or affecting creditors generally and by general equity principles.

(b) The execution, delivery and performance by such party of this Agreement and the consummation of the transactions contemplated by this Agreement do not and will not (i) if such party is not an individual, violate any Organizational Document of such party, (ii) violate any applicable Laws in any material respect, (iii) require any consent or other action by any Person under, constitute a default under, or give rise to any right of termination, cancellation or acceleration or to a loss of any benefit to which such party is entitled under any provision of any agreement or other instrument binding on such party or (iv) result in the imposition of any lien (other than pursuant to this Agreement) on any asset of such party (including the Common Shares).

ARTICLE III
MISCELLANEOUS

Section 3.1 Expenses. Except as otherwise specifically provided herein, each party will bear its own costs and expenses incurred in connection with its performance under or compliance with the terms of this Agreement.

Section 3.2 Successors and Assigns. The rights under this Agreement are not assignable without the Company's written consent (which will not be unreasonably withheld, delayed or conditioned). The terms and conditions of this Agreement inure to the benefit of and are binding upon the respective successors and permitted assignees of the parties. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties or their respective successors and permitted assignees any legal or equitable rights, remedies, benefits, obligations or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

Section 3.3 Governing Law and Jurisdiction. This Agreement will be governed by and construed in accordance with the internal law of the State of Delaware in all respects (without regard to conflicts of laws rules thereof). The parties hereto agree that any proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated by this Agreement shall be brought in the Delaware Court of Chancery, New Castle County, or if that court does not have jurisdiction, a federal court sitting in the State of Delaware. Each party hereto hereby irrevocably submits to the exclusive jurisdiction of the Delaware Court of Chancery, New Castle County, or if that court does not have jurisdiction, a federal court sitting in the State of Delaware, in respect of any legal or equitable action, suit or proceeding arising out of or relating to this Agreement or the transactions contemplated by this Agreement, or relating to enforcement of any of the terms of this Agreement, and hereby waives, and agrees not to assert, as a defense in any such action, suit or proceeding, any claim that it is not subject personally to the jurisdiction of such court, that the action, suit or proceeding is brought in an inconvenient forum, that the venue of the action, suit or proceeding is improper or that this Agreement or the transactions contemplated by this Agreement may not be enforced in or by such courts. Each party hereto agrees that notice or the service of process in any action, suit or proceeding arising out of or relating to this Agreement or the transactions contemplated by this Agreement shall be properly served or delivered if delivered in the manner contemplated by Section 3.5 or in any other manner permitted by law.

Section 3.4 Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic signature or other transmission method and any counterpart so delivered will be deemed to have been duly and validly delivered and be valid and effective for all purposes.

Section 3.5 Notices. All notices, requests, permissions, waivers, and other communications under this Agreement will be in writing and will be deemed to have been duly given, (a) five Business Days following sending if sent by registered or certified mail, postage prepaid, (b) when sent if sent by e-mail during the normal business hours of the recipient, or one Business Day after the date sent if sent by e-mail after the normal business hours of the recipient, (c) when delivered, if delivered personally to the intended recipient and (d) one Business Day following sending by overnight delivery via a national courier service, and in each case, addressed to a party at the following address for such party:

If to the Company, to:

Guess?, Inc.
1444 South Alameda Street
Los Angeles, CA 90021
Attention: Jason Miller
General Counsel
Email: [_____]

If to PM or the PM Trust:

[_____]

With copies (which will not constitute notice to PM or the PM Trust) to:

McDermott Will & Emery
[_____]

Section 3.6 Amendments and Waivers. Any term of this Agreement may be amended and the observance of any term of this Agreement may be waived (either generally or in a particular instance, and either retroactively or prospectively) only with the written consent of the Company (if approved by the Board of Directors of the Company), PM and the PM Trust; *provided*, *however*, that any provision of this Agreement may be waived by any waiving party on such party's own behalf, without the consent of any other party. No waivers of or exceptions to any term, condition,

or provision of this Agreement, in any one or more instances, will be deemed to be or construed as a further or continuing waiver of any such term, condition, or provision.

Section 3.7 Severability. In case any one or more of the provisions contained in this Agreement is for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision of this Agreement, and such invalid, illegal, or unenforceable provision will be reformed and construed so that it will be valid, legal, and enforceable to the maximum extent permitted by law.

Section 3.8 Entire Agreement. This Agreement amends and restates the Original PM Voting Agreement in its entirety and constitutes the full and entire understanding and agreement among the parties with respect to the subject matter of this Agreement, and any other written or oral agreement relating to the subject matter of this Agreement existing between or among the parties is expressly canceled.

Section 3.10 WAIVER OF JURY TRIAL. EACH PARTY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT, THE COMMON SHARES OR THE SUBJECT MATTER HEREOF OR THEREOF. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS TRANSACTION, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. THIS SECTION HAS BEEN FULLY DISCUSSED BY EACH OF THE PARTIES HERETO AND THESE PROVISIONS WILL NOT BE SUBJECT TO ANY EXCEPTIONS. EACH PARTY FURTHER WARRANTS AND REPRESENTS THAT SUCH PARTY HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL, AND THAT SUCH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

Section 3.10 Delays or Omissions. No delay or omission to exercise any right, power, or remedy accruing to any party under this Agreement, upon any breach or default of any other party under this Agreement, will impair any such right, power, or remedy of such nonbreaching or nondefaulting party, nor will it be construed to be a waiver of or acquiescence to any such breach or default, or to any similar breach or default thereafter occurring, nor will any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. All remedies, whether under this Agreement or by law or otherwise afforded to any party, will be cumulative and not alternative.

Section 3.11 Specific Performance. The parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached, and that money damages or other legal remedies would not be an adequate remedy for any such damages. It is accordingly agreed among the parties that, in addition to any other remedy to which they are entitled at law or in equity, in the event of any breach or threatened breach by the Company, on the one hand, or PM and/or the PM Trust, on the other hand, of any of their respective covenants or obligations set forth in this Agreement, the Company, on the one hand, and PM and/or the PM Trust, on the other hand, will be entitled, without the requirement to post a bond therefor, to an injunction or injunctions to

prevent or restrain breaches or threatened breaches of this Agreement or to enforce compliance with, the covenants and obligations of the other party under this Agreement. The Company, on the one hand, and PM and/or the PM Trust, on the other hand, shall not raise any objections to the availability of the equitable remedy of specific performance to prevent or restrain breaches or threatened breaches of this Agreement by such party (or parties), and to specifically enforce the terms and provisions of this Agreement to prevent breaches or threatened breaches of, or to enforce compliance with, the covenants and obligations of such party (or parties) under this Agreement. By seeking the remedies provided for in this Section 3.11, a party will not in any respect waive its right to seek any other form of relief that may be available to a party under this Agreement (including monetary damages), and nothing set forth in this Section 3.11 will require any party to institute any proceeding for (or limit any party's right to institute any proceeding for) specific performance under this Section 3.11, nor will the commencement of any legal proceeding pursuant to this Section 3.11 or anything set forth in this Section 3.11 restrict or limit any party's right to pursue any other remedies for damages resulting from a breach of this Agreement.

Section 3.12 Further Assurances. The parties will do and perform or cause to be done and performed all such further acts and things and will execute and deliver all such other agreements, certificates, instruments or documents as any other party may reasonably request from time to time in order to carry out the intent and purposes of this Agreement and the consummation of the transactions contemplated hereby. The Company, PM and the PM Trust will not voluntarily undertake any course of action inconsistent with satisfaction of the requirements applicable to them set forth in this Agreement and each will promptly do all such acts and take all such measures as may be appropriate to enable them to perform as early as practicable the obligations in this Agreement required to be performed by them.

Section 3.13 No Agreement as Director or Officer. Notwithstanding any provision of this Agreement to the contrary, PM has entered into this Agreement in his capacity as a stockholder of the Company and not in his capacity as a director, officer or employee of the Company or any of its subsidiaries. Except as expressly set forth in Section 1.1, nothing in this Agreement shall limit the right of PM or the PM Trust to vote (or cause to be voted), any Common Shares other than the Excess Shares held by the PM Trust.

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

COMPANY:

GUESS?, INC.

By: /s/ Carlos Alberini
Name: Carlos Alberini
Title: Chief Executive Officer

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

/s/ Paul Marciano
Paul Marciano

/s/ Paul Marciano
Paul Marciano, as trustee of the Paul Marciano Trust, dated February 20, 1986

Exhibit 10.3

AMENDED AND RESTATED VOTING AGREEMENT

THIS AMENDED AND RESTATED VOTING AGREEMENT (this "**Agreement**") is made as of March 28, 2024 (the "**Effective Date**"), between, on the one hand, (a) Guess?, Inc., a Delaware Corporation (the "**Company**"), and, on the other hand, (b) Maurice Marciano, individually ("**MM**"), and as a trustee of the Maurice Marciano Trust (the "**MM Trust**").

RECITALS

WHEREAS, MM and the MM Trust, on the one hand, and the Company, on the other hand, are parties to that certain Voting Agreement dated as of April 12, 2023 (the "**Original MM Voting Agreement**"), and Paul Marciano, individually ("**PM**"), and as trustee of the Paul Marciano Trust (the "**PM Trust**"), on the one hand, and the Company, on the other hand, are parties to that certain Voting Agreement dated as of April 12, 2023 (the "**Original PM Voting Agreement**", and together with the Original MM Voting Agreement, the "**Original Voting Agreements**");

WHEREAS, the Original Voting Agreements provide that with respect to any Stockholder Action (as defined in the Original Voting Agreements), MM will cause the MM Trust to vote an aggregate number of Common Shares owned by the MM Trust equal to the Excess Shares (as defined in the Original Voting Agreements) in respect of such Stockholder Action, and PM will cause the PM Trust to vote an aggregate number of Common Shares owned by the PM Trust equal to the Excess Shares in respect of such Stockholder Action, in a manner that is in direct proportion to the manner in which the Non-Marciano Voting Shares (as defined in the Original Voting Agreements) are voted (or not voted) in respect of such Stockholder Action, such that, for any such Stockholder Action, the Excess Shares reflect voting results proportionate to such aggregate voting results in such Stockholder Action for the Non-Marciano Voting Shares;

WHEREAS, the number of Excess Shares was capped at 478,324 Common Shares in each of the Original Voting Agreements (the "**Original Cap**");

WHEREAS, simultaneously with this Agreement, the Company has approved a share repurchase program pursuant to which the Company may purchase shares of Common Stock in open market purchases, negotiated transactions, or other means from time to time, up to an aggregate of $200 million (the "**Repurchase Plan**");

WHEREAS, in anticipation of the Company's use of the full amount of the Repurchase Plan, MM, PM and the Company desire to amend the Original Cap in each of the Original Voting Agreements to ensure the voting arrangements set forth in the Original Voting Agreements applies with respect to the Excess Shares in excess of 42.75% of the Total Voting Power in any Stockholder Action;

WHEREAS, the Board of Directors of the Company has unanimously approved the Repurchase Plan and the voting arrangements set forth in this Agreement;

WHEREAS, the Board of Directors of the Company approved the Repurchase Plan in reliance upon MM and the MM Trust entering into this Agreement; and

WHEREAS, the Company, MM and the MM Trust desire to set forth in this Agreement certain terms and conditions regarding the voting rights of MM and the MM Trust with respect to the Excess Shares.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement and for other good and valuable consideration, the receipt and adequacy of which are acknowledged, and intending to be legally bound, the Company, MM and the MM Trust agree as follows:

ARTICLE I

DEFINITIONS

Definitions. For purposes of this Agreement:

"**Agreement**" has the meaning set forth in the preamble.

"**Business Day**" means any day, other than Saturday, Sunday or any day that is a legal holiday under the laws of the State of Delaware or is a day on which banking institutions in the State of Delaware are authorized or required by law or other governmental action to close.

"**Common Shares**" has the meaning set forth in the recitals.

"**Company**" has the meaning set forth in the preamble.

"**Effective Date**" has the meaning set forth in the preamble.

"**Entity**" means any corporation (including any non-profit corporation), general partnership, limited partnership, limited liability partnership, joint venture, estate, trust, company (including any limited liability company or joint stock company), branch office, firm or other enterprise, association, organization or entity.

"**Excess Shares**" means (a) with respect to any Stockholder Action, such number of shares over which PM and/or MM exercise voting power that would result in PM and/or MM having the right to vote a percentage of the Total Voting Power applicable to such Stockholder Action in excess of the Marciano Threshold Percentage multiplied by (b) 50%; provided, that the number of Excess Shares shall not exceed 1,869,001 Common Shares (subject to adjustment for stock splits, stock dividends, recapitalizations and the like).

"**Law**" means national, supranational, state, provincial, municipal or local statute, law, resolution, constitution, treaty, ordinance, code, regulation, statute, rule, notice, regulatory requirement, interpretation, agency guidance, order, stipulation, determination, certification standard, accreditation standard, permit, requirement or rule of law (including common law), code or edict issued, enacted, adopted, promulgated, implemented or otherwise put into effect by or under the authority of any governmental authority, including the rules and regulations of any stock exchange.

"**Marciano Threshold Percentage**" means 42.75% of the Total Voting Power.

"**MM**" has the meaning set forth in the preamble.

"**MM Trust**" has the meaning set forth in the preamble.

"**Non-Marciano Voting Shares**" means Common Shares other than Common Shares over which PM or MM have sole or shared voting power.

"**Notes**" has the meaning set forth in the recitals.

"**Organizational Documents**" means, with respect to any Entity, its certificate of incorporation or formation, memorandum of association, bylaws, agreement of trust or similar organizational documents.

"**Person**" means any individual, Entity or governmental authority.

"**PM**" has the meaning set forth in the recitals.

"**Repurchase**" has the meaning set forth in the recitals.

"**Stockholder Action**" means any nomination for election as a director of the Company or any proposal, in each case submitted to the holders of Common Shares for approval at any annual or special meeting (however noticed or called).

"**Total Voting Power**" means the total number of votes that may be cast by the holders of Common Shares on a Stockholder Action if all Common Shares entitled to vote in such Stockholder Action are present and voted.

ARTICLE I
VOTING AGREEMENT

Section 1.1 Voting Agreement. During the term of this Agreement, with respect to any Stockholder Action, MM will cause the MM Trust to vote an aggregate number of Common Shares owned by the MM Trust equal to the Excess Shares in respect of such Stockholder Action in a manner that is in direct proportion to the manner in which the Non-Marciano Voting Shares are voted (or not voted) in respect of such Stockholder Action, such that, for any such Stockholder Action, the Excess Shares shall reflect voting results with respect to "shares voted for", "shares voted against", "shares abstained", "shares withheld", "broker non-votes" and "shares not present at the meeting" proportionate to such aggregate voting results in such Stockholder Action for the Non-Marciano Voting Shares.

Section 1.2 Voting Information. With respect to any Stockholder Action, the number of Excess Shares, if any, will be determined by the Company as promptly as practicable following the record date established for determining the stockholders of the Company entitled to vote in such Stockholder Action. From time to time before the scheduled date for any such Stockholder Action at the request of MM, the Company will inform MM of the voting tabulations (including, for this purpose, all "shares voted for" or "shares voted against" and all "shares abstained" and "shares withheld", "broker non-votes" and "shares not present at the meeting") for such Stockholder Action (it being understood and agreed by the parties that the Company will request the proxy solicitation firm engaged by it, if any, in connection with such Stockholder Action to provide such tabulations directly to MM from time to time as such tabulations are provided to the

Company) for the purpose of facilitating the agreement of MM to vote the Excess Shares in accordance with the requirements of this Article I.

ARTICLE II
REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations and Warranties of the Company. The Company represents and warrants to MM and the MM Trust that:

(a) The Company is duly organized, validly existing and in good standing under the Laws of the State of Delaware. The Company has the requisite power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement. The execution, delivery and performance by the Company of this Agreement and the consummation by the Company of the transactions contemplated by this Agreement have been duly authorized by all necessary action on the part of the Company. This Agreement has been duly and validly executed and delivered by the Company and assuming due execution and delivery by each of MM and the MM Trust, this Agreement constitutes a valid and binding agreement of the Company enforceable against it in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and similar Laws relating to or affecting creditors generally and by general equity principles.

(b) The execution, delivery and performance by the Company of this Agreement and the consummation of the transactions contemplated hereby do not and will not (i) violate any Organizational Document of the Company, (ii) violate any applicable Law in any material respect, (iii) require any consent or other action by any Person under, constitute a default under, or give rise to any right of termination, cancellation or acceleration or to a loss of any benefit to which the Company is entitled under any provision of any agreement or other instrument binding on the Company or (iv) result in the imposition of any lien (other than pursuant to this Agreement) on any asset of the Company (including the Common Shares).

Section 2.2 Representations and Warranties of MM and the MM Trust. Each of MM and the MM Trust represents and warrants to the Company that:

(a) If such party is not an individual, such party is duly organized, validly existing and in good standing under the Laws of its jurisdiction of organization or formation. Such party has the requisite power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement. If such party is not an individual, the execution, delivery and performance by such party of this Agreement and the consummation by such party of the transactions contemplated by this Agreement have been duly authorized by all necessary action on the part of such party. This Agreement has been duly and validly executed and delivered by such party and assuming due execution and delivery by the Company, this Agreement constitutes a valid and binding agreement of such party enforceable against it in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and similar Laws relating to or affecting creditors generally and by general equity principles.

(b) The execution, delivery and performance by such party of this Agreement and the consummation of the transactions contemplated by this Agreement do not and will not (i) if such party is not an individual, violate any Organizational Document of such party, (ii) violate any applicable Laws in any material respect, (iii) require any consent or other action by any Person

under, constitute a default under, or give rise to any right of termination, cancellation or acceleration or to a loss of any benefit to which such party is entitled under any provision of any agreement or other instrument binding on such party or (iv) result in the imposition of any lien (other than pursuant to this Agreement) on any asset of such party (including the Common Shares).

ARTICLE III
MISCELLANEOUS

Section 3.1 Expenses. Except as otherwise specifically provided herein, each party will bear its own costs and expenses incurred in connection with its performance under or compliance with the terms of this Agreement.

Section 3.2 Successors and Assigns. The rights under this Agreement are not assignable without the Company's written consent (which will not be unreasonably withheld, delayed or conditioned). The terms and conditions of this Agreement inure to the benefit of and are binding upon the respective successors and permitted assignees of the parties. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties or their respective successors and permitted assignees any legal or equitable rights, remedies, benefits, obligations or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

Section 3.3 Governing Law and Jurisdiction. This Agreement will be governed by and construed in accordance with the internal law of the State of Delaware in all respects (without regard to conflicts of laws rules thereof). The parties hereto agree that any proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated by this Agreement shall be brought in the Delaware Court of Chancery, New Castle County, or if that court does not have jurisdiction, a federal court sitting in the State of Delaware. Each party hereto hereby irrevocably submits to the exclusive jurisdiction of the Delaware Court of Chancery, New Castle County, or if that court does not have jurisdiction, a federal court sitting in the State of Delaware, in respect of any legal or equitable action, suit or proceeding arising out of or relating to this Agreement or the transactions contemplated by this Agreement, or relating to enforcement of any of the terms of this Agreement, and hereby waives, and agrees not to assert, as a defense in any such action, suit or proceeding, any claim that it is not subject personally to the jurisdiction of such court, that the action, suit or proceeding is brought in an inconvenient forum, that the venue of the action, suit or proceeding is improper or that this Agreement or the transactions contemplated by this Agreement may not be enforced in or by such courts. Each party hereto agrees that notice or the service of process in any action, suit or proceeding arising out of or relating to this Agreement or the transactions contemplated by this Agreement shall be properly served or delivered if delivered in the manner contemplated by Section 3.5 or in any other manner permitted by law.

Section 3.4 Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic signature or other transmission method and any counterpart so delivered will be deemed to have been duly and validly delivered and be valid and effective for all purposes.

Section 3.5 Notices. All notices, requests, permissions, waivers, and other communications under this Agreement will be in writing and will be deemed to have been duly given, (a) five Business Days following sending if sent by registered or certified mail, postage prepaid, (b) when

sent if sent by e-mail during the normal business hours of the recipient, or one Business Day after the date sent if sent by e-mail after the normal business hours of the recipient, (c) when delivered, if delivered personally to the intended recipient and (d) one Business Day following sending by overnight delivery via a national courier service, and in each case, addressed to a party at the following address for such party:

If to the Company, to:

Guess?, Inc.
1444 South Alameda Street
Los Angeles, CA 90021
Attention: Jason Miller
General Counsel
Email: [_____]

If to MM or the MM Trust:

[_____]

With copies (which will not constitute notice to MM or the MM Trust) to:

McDermott Will & Emery
[_____]

Section 3.6 Amendments and Waivers. Any term of this Agreement may be amended and the observance of any term of this Agreement may be waived (either generally or in a particular instance, and either retroactively or prospectively) only with the written consent of the Company (if approved by the Board of Directors of the Company), MM and the MM Trust; *provided*, *however*, that any provision of this Agreement may be waived by any waiving party on such party's own behalf, without the consent of any other party. No waivers of or exceptions to any term, condition, or provision of this Agreement, in any one or more instances, will be deemed to be or construed as a further or continuing waiver of any such term, condition, or provision.

Section 3.7 Severability. In case any one or more of the provisions contained in this Agreement is for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision of this Agreement, and such invalid, illegal, or unenforceable provision will be reformed and construed so that it will be valid, legal, and enforceable to the maximum extent permitted by law.

Section 3.8 Entire Agreement. This Agreement amends and restates the Original MM Voting Agreement in its entirety and constitutes the full and entire understanding and agreement

among the parties with respect to the subject matter of this Agreement, and any other written or oral agreement relating to the subject matter of this Agreement existing between or among the parties is expressly canceled.

Section 3.10 WAIVER OF JURY TRIAL. EACH PARTY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT, THE COMMON SHARES OR THE SUBJECT MATTER HEREOF OR THEREOF. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS TRANSACTION, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. THIS SECTION HAS BEEN FULLY DISCUSSED BY EACH OF THE PARTIES HERETO AND THESE PROVISIONS WILL NOT BE SUBJECT TO ANY EXCEPTIONS. EACH PARTY FURTHER WARRANTS AND REPRESENTS THAT SUCH PARTY HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL, AND THAT SUCH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

Section 3.10 Delays or Omissions. No delay or omission to exercise any right, power, or remedy accruing to any party under this Agreement, upon any breach or default of any other party under this Agreement, will impair any such right, power, or remedy of such nonbreaching or nondefaulting party, nor will it be construed to be a waiver of or acquiescence to any such breach or default, or to any similar breach or default thereafter occurring, nor will any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. All remedies, whether under this Agreement or by law or otherwise afforded to any party, will be cumulative and not alternative.

Section 3.11 Specific Performance. The parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached, and that money damages or other legal remedies would not be an adequate remedy for any such damages. It is accordingly agreed among the parties that, in addition to any other remedy to which they are entitled at law or in equity, in the event of any breach or threatened breach by the Company, on the one hand, or MM and/or the MM Trust, on the other hand, of any of their respective covenants or obligations set forth in this Agreement, the Company, on the one hand, and MM and/or the MM Trust, on the other hand, will be entitled, without the requirement to post a bond therefor, to an injunction or injunctions to prevent or restrain breaches or threatened breaches of this Agreement or to enforce compliance with, the covenants and obligations of the other party under this Agreement. The Company, on the one hand, and MM and/or the MM Trust, on the other hand, shall not raise any objections to the availability of the equitable remedy of specific performance to prevent or restrain breaches or threatened breaches of this Agreement by such party (or parties), and to specifically enforce the terms and provisions of this Agreement to prevent breaches or threatened breaches of, or to enforce compliance with, the covenants and obligations of such party (or parties) under this Agreement. By seeking the remedies provided for in this Section 3.11, a party will not in any respect waive its right to seek any other form of relief that may be available to a party under this Agreement (including monetary damages), and nothing set forth in this Section 3.11 will require any party to institute any proceeding for (or limit any party's right to institute any proceeding for) specific performance under this Section 3.11, nor will the commencement of any legal proceeding pursuant to this Section 3.11 or anything set forth in this Section 3.11 restrict or limit any party's right to pursue any other

remedies for damages resulting from a breach of this Agreement.

Section 3.12 Further Assurances. The parties will do and perform or cause to be done and performed all such further acts and things and will execute and deliver all such other agreements, certificates, instruments or documents as any other party may reasonably request from time to time in order to carry out the intent and purposes of this Agreement and the consummation of the transactions contemplated hereby. The Company, MM and the MM Trust will not voluntarily undertake any course of action inconsistent with satisfaction of the requirements applicable to them set forth in this Agreement and each will promptly do all such acts and take all such measures as may be appropriate to enable them to perform as early as practicable the obligations in this Agreement required to be performed by them.

Section 3.13 No Agreement as Director or Officer. Notwithstanding any provision of this Agreement to the contrary, MM has entered into this Agreement in his capacity as a stockholder of the Company and not in his capacity as a director, officer or employee of the Company or any of its subsidiaries. Except as expressly set forth in Section 1.1, nothing in this Agreement shall limit the right of MM or the MM Trust to vote (or cause to be voted), any Common Shares other than the Excess Shares held by the MM Trust.

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

COMPANY:

GUESS?, INC.

By: /s/ Carlos Alberini
Name: Carlos Alberini
Title: Chief Executive Officer

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

/s/ Maurice Marciano
Maurice Marciano

/s/ Maurice Marciano
Maurice Marciano, as a trustee of the Maurice Marciano Trust, dated February 24, 1986

Exhibit 10.4

EXECUTIVE EMPLOYMENT AGREEMENT

This **EXECUTIVE EMPLOYMENT AGREEMENT** (the "Agreement") is entered into this 29th day of March, 2024 between Guess?, Inc., a Delaware corporation (the "Company"), and Dennis Secor (the "Executive").

W I T N E S E T H:

WHEREAS, the Executive is currently a party to an Executive Employment Agreement with the Company dated March 14, 2022, as amended by the parties by a letter agreement dated March 31, 2023 (the "Prior Employment Agreement").

WHEREAS, the term of the Executive's employment with the Company under the Prior Employment Agreement is scheduled to end on March 31, 2024 and the Company desires to continue to employ the Executive, and the Executive desires to accept such continued employment, on the terms and conditions set forth in this Agreement.

WHEREAS, this Agreement shall govern the employment relationship between the Executive and the Company from and after April 1, 2024, and, as of that date, supersedes and negates all previous agreements and understandings with respect to such relationship (including, without limitation, the Prior Employment Agreement).

NOW THEREFORE, in consideration of the foregoing and of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **POSITION/DUTIES**.

(a) During the Employment Term (as defined in Section 2 below), the Executive shall serve the Company as the Company's Executive Vice President, Finance, reporting to the Company's Chief Executive Officer (the "CEO"). The Executive shall have such titles, duties, authorities and responsibilities as determined by the Company's Board of Directors (the "Board") or the CEO from time to time during the Employment Term.

(b) Except as provided in Section 1(c), it is expected that the Executive's work for the Company each week will generally not require a significant amount of time. However, there will be no reduction to the Executive's compensation from the levels set forth in this Agreement for any week that the Executive does not devote all of his business time to his Company duties (and, similarly, there will be no increase to the Executive's compensation for any week where the Executive's duties for the Company require the Executive to spend more than the time anticipated).

(c) The Executive agrees that he will be present in the Company's offices in Los Angeles and will devote his full-time attention to his duties for the Company (a) during each week in which the Company releases its quarterly earnings and (b) during each week immediately preceding a week in which the Company releases its quarterly earnings. The Executive also agrees that he will be available for approximately eight additional "trips" during the Employment Term (in addition to the travel and commitments referenced in the preceding sentence, and any such trip

to require the Executive to be present in the Company's offices in Switzerland, in Los Angeles, California, or other location as determined by the Company), with each trip expected to be approximately one or (occasionally) two weeks in duration, with the specific timing and duration of such trips to be as determined by the Company. During any such trip, the Executive agrees that he will devote his full-time attention to his duties for the Company. The parties may mutually agree to modify the duration of such trips, including during earnings weeks, to make the most efficient use of the Executive's travel time. (In general, the parties' intent is that Executive will spend a total of approximately 15 business weeks on trips working on behalf of the Company.) The parties hereto acknowledge that the Executive's compliance with the travel requirements set forth in this Section 1(c) shall be subject to the Executive's good faith ability to reasonably do so in compliance with any applicable travel restrictions (due to residency requirements or otherwise) and/or personal emergencies.

(d) During the Employment Term, the Executive agrees that the Executive will use his best efforts to perform his duties and responsibilities for the Company in a faithful and efficient manner, and that the Executive will not engage in any other employment, consulting, business or charitable activity that would create a conflict of interest with the Company or any of its affiliates or otherwise impair the Executive's ability to effectively perform his duties with the Company. The Executive agrees that he has no contractual commitments or other legal obligations that would prohibit him from continuing in employment with the Company, or that would in any way limit his ability to perform his duties for the Company, except for an existing consulting agreement with a New Zealand-based technology company for which he has (through his solely-owned consulting company) committed about 8 hours of consulting services per week. The Executive may serve on the board of directors or advisory boards of other for-profit companies; provided in each case that such service is approved in advance by the Board and such service does not create a potential business conflict or the appearance thereof. The Executive has agreed to serve on the same New Zealand-based technology company's future board of advisors when that company chooses to form such a board. Nothing in this Agreement shall prevent the Executive from engaging in civic and charitable activities and managing his family's personal investments so long as such activities do not materially interfere with the performance of the Executive's duties hereunder or create a potential business conflict or the appearance thereof. The Board may require the Executive to resign from any board of directors (except for the New Zealand-based technology company referenced above)(or similar governing body) on which he may then serve if the Board determines that such service has created a business conflict or the appearance thereof or that such service has impaired the Executive's ability to effectively perform his duties with the Company. The Company may require the Executive to travel from time to time during the Period of Employment.

(e) The Company is aware that the Executive is currently domiciled in and is a resident of New Zealand. Except as provided in Section 1(c) above or as otherwise reasonably requested by the Company, the Company agrees that the Executive will have no fixed place of work and can work remotely. The Executive agrees that the remote working arrangement will not affect his ability to undertake his duties under this Agreement, including but not limited to his accountability to the Board and CEO, and the management of his team. The Executive also agrees that he will remain a U.S. employee at all times notwithstanding his remote working arrangements. The Executive's time in Los Angeles, California and/or Lugano, Switzerland (or any other location to which Executive is requested to travel) will (when such travel is requested by the Company) be

considered business trips and appropriate travel expenses (hotel, airfare, meals, etc.) will be reimbursed by the Company in accordance with prevailing policies for executive officers. The Executive will travel to and from New Zealand on the most direct routes in business class.

(f) The Executive agrees to work more hours if necessary to perform the requirements of his position effectively, and his Base Salary provided for in Section 3 includes reasonable compensation for making himself available to work additional hours if required and payment for all those hours worked. The Executive will be classified as "exempt" from overtime.

2. **EMPLOYMENT TERM**. The Executive's term of employment under this Agreement (herein referred to as the "Employment Term") shall be for a term commencing on April 1, 2024 and ending on March 31, 2025. Notwithstanding the foregoing, in all cases the Employment Term is subject to earlier termination as provided in Section 7 hereof. Subject to earlier termination of the Employment Term as provided in Section 7 hereof, the Executive's employment with the Company shall end on March 31, 2025 unless the Executive and the Company mutually agree in writing, by formal amendment to this Agreement.

3. **BASE SALARY**. During the Employment Term, the Company agrees to pay the Executive a base salary (the "Base Salary") at an annual rate of Two Hundred and Forty Thousand U.S. Dollars ($240,000), payable in accordance with the regular payroll practices of the Company, but not less frequently than monthly (the "Base Salary"). Base Salary and any other payments made to the Executive under this Agreement are inclusive of any compulsory employer contributions to any superannuation or retirement savings scheme that may apply.

4. **BONUS**.

(a) The Executive remains eligible for payment (to the extent not previously paid) of the "Retention Bonus" provided for in the March 31, 2023 amendment that forms part of the Prior Employment Agreement, subject to the terms and conditions applicable to such Retention Bonus in the Prior Employment Agreement.

(b) The Executive shall have an annual bonus ("Bonus") opportunity with respect to the Company's fiscal year 2025 under, and subject to the terms and conditions of, the Company's Annual Incentive Bonus Plan, as amended and restated (the "Bonus Plan"), based (a) 50% upon the achievement by the Company of an operating earnings goal to be established for such fiscal year by the Compensation Committee of the Board (the "Compensation Committee") and (b) 50% upon specified deliverables to be mutually agreed by the Executive and the Company. The range of the Bonus opportunity for such fiscal year will be as determined by the Compensation Committee based upon the extent to which such performance goals are achieved, provided that Executive's threshold, target and stretch Bonus opportunities for such fiscal year shall be$90,000, $180,000, and $270,000, respectively,- subject to the maximum amount permitted under the Bonus Plan and the Compensation Committee's discretion to reduce the bonus below the level otherwise determined pursuant to the Bonus Plan. As provided in the Bonus Plan, the Executive's Bonus for a fiscal year is (except as otherwise expressly provided in Section 8 and except as provided in the next sentence) generally subject to the condition that the Executive remain employed with the Company until the time bonuses are paid under the Bonus Plan generally for such fiscal year. The Executive, however, will be considered to have earned and will be fully vested in any Bonus for

fiscal year 2025 if he remains employed with the Company through March 31, 2025. Any Bonus as described above that becomes payable to the Executive for fiscal year 2025 will be paid at the same time that bonuses are paid to other executives of the Company for fiscal year 2025, but in any event within seventy-four (74) days after the conclusion of such fiscal year. Any Bonus, as well any other bonus, equity or incentive compensation paid, granted or provided to the Executive by the Company, is subject to the terms of the Company's recoupment, clawback or similar policy as it may be in effect from time to time, as well as any similar provisions of applicable law, any of which could in certain circumstances require repayment or forfeiture of such award.

(c) The Executive shall not be entitled to any Bonus or other incentive with respect to the Company's fiscal year 2026 or with respect to any portion of such fiscal year that occurs during the Employment Term.

5. **RESTRICTED STOCK UNIT AWARD**. On or around April 1, 2024, the Company shall grant the Executive a restricted stock unit award (the "Restricted Stock Unit Award") under the Company's 2004 Equity Incentive Plan (or any successor thereto and as the applicable plan may be amended from time to time (the "Equity Plan")). The number of shares of the Company's common stock subject to the Restricted Stock Unit Award shall be determined by dividing Three Hundred and Seventy Thousand U.S. Dollars ($370,000) by the closing price (in regular trading on the New York Stock Exchange) for a share of the Company's common stock on the date of grant of such award (or, if such date is not a trading day on the New York Stock Exchange, as of the most recent New York Stock Exchange trading day preceding such date), and rounding any fractional share up to the next whole share. The Restricted Stock Unit Award will be scheduled to vest as to 100% of the stock units subject to such award on March 31, 2025, subject to the Executive's continued employment by the Company through such date. The Restricted Stock Unit Award will be evidenced by a restricted stock unit award agreement using the Company's standard form for employee restricted stock unit award grants under the Equity Plan (the same form as was used for the Executive's restricted stock units awarded by the Company in fiscal year 2024), and will be subject to the terms and conditions of such restricted stock unit award agreement and the Equity Plan. For clarity, this Agreement does not change any of the terms and conditions of the Executive's restricted stock unit award from the Company that was granted in fiscal year 2024, which award will (to the extent not previously paid) be paid in accordance with the terms and conditions applicable to such award.

6. **EMPLOYEE BENEFITS**.

(a) **VACATION.** The Executive is not entitled to, and will not (and has not since August 31, 2023), accrued vacation time. The Executive acknowledges receiving payment in full for all of the Executive's vacation time that he accrued with the Company with respect to his employment with the Company through August 31, 2023.

(b) **ALLOWANCE**. In April 2024 the Company will pay the Executive a one-time fixed allowance of Five Thousand U.S. Dollars ($5,000).

(c) **BENEFITS**. During the Employment Term, the Executive will continue to be eligible to participate in medical, dental, life, and disability benefits and perquisites on terms not less favorable to the Executive than the terms of the applicable arrangement as applied to

officers of the Company generally. Participation in any benefit plan remains subject to satisfying the applicable eligibility requirements. The Company reserves the right to amend or modify the terms and conditions of its benefits plans, and to terminate any benefit plan, from time to time.

7. **TERMINATION**. This Agreement is for a fixed period from April 1, 2024 to March 31, 2025 (the "Expiry Date") to provide support for the Company's finance function; subject to earlier termination as provided in this Section 7. This Agreement does not constitute a contract of employment for any specific period of time, but creates an employment at-will relationship that may be terminated at any time by Executive or the Company, with or without cause and with or without advance notice and without the need to be paid the balance of the Employment Term. For clarity, Section 8 below provides for termination benefits that Executive shall be entitled to receive upon certain termination events. The Executive's employment and the Employment Term shall terminate on the Expiry Date or, if earlier, the first of the following set forth below in this Section 7 to occur (the date that the Executive's employment by the Company terminates is referred to as the "Severance Date"). The Executive's Employment Term will be ending on the Expiry Date because this is the date it is intended that the Executive's support for the Company's finance function will no longer be needed. The Executive acknowledges that he will receive, in terms of the remuneration package contained in this Agreement, consideration for entering into a fixed term agreement:

(a) **DISABILITY**. Upon written notice by the Company to the Executive of termination due to Disability, while the Executive remains Disabled. For purposes of this Agreement, "Disabled" and "Disability" shall (i) have the meaning defined under the Company's then-current long-term disability insurance plan, policy, program or contract as entitles the Executive to payment of disability benefits thereunder, or (ii) if there shall be no such plan, policy, program or contract, mean permanent and total disability as defined in Section 22(e)(3) of the United States Internal Revenue Code (the "Code").

(b) **DEATH**. Automatically on the date of death of the Executive.

(c) **CAUSE**. Immediately upon written notice by the Company to the Executive of a termination for Cause. "Cause" shall mean (i) the Executive's conviction or plea of guilty or nolo contendere to a felony or any crime involving moral turpitude; (ii) a willful act of theft, embezzlement or misappropriation from the Company; (iii) sexual misconduct; or (iv) a determination by the Board that the Executive has willfully and continuously failed to perform substantially the Executive's duties (other than any such failure resulting from the Executive's Disability or incapacity due to bodily injury or physical or mental illness), has willfully failed to follow a reasonable and lawful directive of the Board, or otherwise has materially breached this Agreement or any Company policy applicable to the Executive, after (A) a written demand for substantial performance is delivered to the Executive by the Board which specifically identifies the manner in which the Board believes that the Executive has not substantially performed the Executive's duties, failed to follow a directive of the Board, or has materially breached this Agreement or any material Company policy applicable to the Executive and provides the Executive with the opportunity to correct such failure or breach if, and only if, such failure or breach is capable of cure, and (B) the Executive's failure to correct such failure or breach which is capable of cure within thirty (30) days of receipt of the demand for performance or correction. For the avoidance of doubt, the parties expressly agree that only Cause pursuant to Section 7(c)(iv)

shall be deemed capable of cure. For purposes of Section 7(c)(iv), any act, or failure to act, by the Executive in accordance with a specific directive given by the Board or based upon the advice of counsel for the Company shall not be considered to have been a willful failure by the Executive. In the event that the Board has so determined in good faith that Cause exists, the Board shall have no obligation to terminate the Executive's employment if the Board determines in its sole discretion that such a decision not to terminate the Executive's employment is in the best interest of the Company.

(d) **WITHOUT CAUSE**. Upon written notice by the Company to the Executive of an involuntary termination without Cause and other than due to death or Disability.

(e) **GOOD REASON**. Upon written notice by the Executive to the Company of termination for Good Reason unless the reasons for any proposed termination for Good Reason are remedied in all material respects by the Company within thirty (30) days following written notification by the Executive to the Company. "Good Reason" means the occurrence of any one or more of the following events unless the Executive specifically agrees in writing that such event shall not be Good Reason:

(i) Any material breach of this Agreement by the Company,

including, but not limited to:

(A) the failure of the Company to pay the compensation and benefits set forth in Sections 3, 4 and 5 of this Agreement;

(B) any reduction in the Executive's Base Salary; or

(ii) the failure of the Company to assign this Agreement to a successor to all or substantially all of the business or assets of the Company or failure of such a successor to the Company to explicitly assume and agree to be bound by this Agreement.

In addition, in order to constitute a termination for Good Reason, the Executive's notification to the Company of the circumstance(s) giving rise to Good Reason must be given within 90 days following the initial existence of such circumstance(s).

(f) **VOLUNTARY TERMINATION WITHOUT GOOD REASON**. Upon written notice by the Executive to the Company of the Executive's termination of employment without Good Reason; provided that the Executive agrees to, to the extent practicable, provide the Company with at least sixty (60) days' written notice of any such resignation (which the Company may, in its sole discretion, make effective earlier than any notice date and the Company may place the Executive on paid leave during any such notice period).

8. **CONSEQUENCES OF TERMINATION**. The Executive agrees to resign and hereby irrevocably does resign, effective on the Severance Date, from each and every position (whether as an officer, director, member, manager or otherwise) that the Executive may then have with the Company and any subsidiary of the Company, and as a fiduciary of any benefit plan of the Company or any subsidiary of the Company, and to promptly execute and provide to the Company any further documentation, as requested by the Company, to confirm such resignations, and to remove himself as a signatory on any accounts maintained by the Company or any of its

subsidiaries (or any of their respective benefit plans). The Executive agrees to promptly execute and return to the Company any documents that the Company may reasonably request in order to confirm such resignations. Any termination payments made and benefits provided under this Agreement to the Executive shall be in lieu of any termination or severance payments or benefits for which the Executive may be eligible under any of the plans, policies or programs of the Company or its affiliates (for clarity, except as to Accrued Amounts as defined below). The Executive shall not be eligible for severance under any severance plan, program, policy or arrangement of the Company. Except to the extent otherwise provided in this Agreement, all benefits and awards under the Company's compensation and benefit programs shall be subject to the terms and conditions of the plan or arrangement under which such benefits accrue, are granted or are awarded. The following amounts and benefits shall be due to the Executive:

(a) **DISABILITY OR DEATH**. Upon termination of the Executive's employment with the Company pursuant to Section 7(a), or Section 7(b), before March 31, 2025:

(i) The Company shall pay or provide the Executive with the Accrued Amounts (defined in Section 8(e) below).

(ii) If such termination of the Executive's employment with the Company occurs before the last day of fiscal year 2025, the Executive (or his estate) will also be paid a pro-rata portion of the Executive's Bonus for such fiscal year, which shall be paid at the time that annual Bonuses are paid to other senior executives for such fiscal year, but in any event within seventy-four (74) days after the conclusion of such fiscal year (determined by multiplying the amount the Executive would have received based upon target performance had employment continued through the end of the performance year by a fraction, the numerator of which is the number of days during the performance year of termination that the Executive is employed by the Company and the denominator of which is 365).

(iii) In addition, the Restricted Stock Unit Award, to the extent it is outstanding and otherwise unvested on the Severance Date, and notwithstanding anything contained in the applicable award agreement or the Equity Plan (or any successor equity compensation plan) to the contrary, will vest as of the Severance Date as to a pro-rata portion of the total number of stock units subject to the award. The pro-ration shall be determined by multiplying the total number of stock units subject to the award by the Pro-Rata Fraction. For purposes of this Agreement, "Pro-Rata Fraction" means the fraction obtained by dividing (i) the total number of days the Executive was employed by the Company from and including April 1, 2024 through and including the Severance Date, by (ii) the total number of days from and including April 1, 2024 through and including March 31, 2025.

(b) **TERMINATION FOR CAUSE OR ON THE EXPIRY DATE**. If the Executive's employment should be terminated (i) by the Company for Cause before March 31, 2025, (ii) by the Executive without Good Reason before March 31, 2025, or (iii) for any reason on March 31, 2025, the Company shall pay to the Executive any Accrued Amounts.

(c) **TERMINATION WITHOUT CAUSE OR FOR GOOD REASON**. If the Executive's employment by the Company is terminated by the Company other than for Cause (and other than a termination due to Disability or death) before March 31, 2025, or by the Executive for Good Reason before March 31, 2025, then subject to Section 8(d), the Company shall pay or provide the Executive with the following:

(i) The Accrued Amounts.

(ii) If such termination of the Executive's employment with the Company occurs before the last day of fiscal year 2025, the Executive will be paid the Executive's Bonus for such fiscal year, to be determined and paid as though Executive's employment had continued through the end of such fiscal year (and assuming that Executive achieved target performance on his personal bonus objectives), and with such payment to be made at the time that annual Bonuses are paid to other senior executives, but in any event within seventy-four (74) days after the conclusion of such fiscal year.

(iii) Continued payment of Base Salary (as severance pay) pursuant to Section 3 through March 31, 2025.

(vi) Notwithstanding anything contained in the Restricted Stock Unit Award or the Equity Plan to the contrary, to the extent that the Restricted Stock Unit Award is then outstanding and otherwise unvested, the Restricted Stock Unit Award shall be fully vested upon the Severance Date.

(d) **RELEASE OF CLAIMS**. Notwithstanding anything to the contrary contained herein, the Company shall have no obligation to provide any of the payments and/or benefits provided for in Section 8(c) (other than Accrued Amounts) unless and until (x) the Executive executes an effective general release of all claims in in the form provided by and reasonably acceptable to the Company (the "Release") on or after the Severance Date, (y) the Executive delivers such executed Release to the Company not more than twenty-one (21) days following the Severance Date, and (z) such Release become irrevocable by the Executive. The Company may withhold any payment otherwise provided for in Section 8(c)(ii) and (iii) until such conditions are satisfied, and the first payment after such conditions are satisfied shall include the payments that would have otherwise been made pursuant to such section but for this delay. Further, in the event that the period of time that the Executive has to consider, execute, and revoke the Release spans two calendar years, in no event will any payments that are conditioned upon such Release be made before the start of the second such calendar year.

(e) **DEFINITION OF ACCRUED AMOUNTS**. As used in this Agreement, "Accrued Amounts" shall mean (in each case, without duplication to the extent that such amount would otherwise be required to be paid in the circumstances):

(i) any unpaid Base Salary through the date of the Executive's termination, which shall be paid not later than the next regularly scheduled payroll date following the date of termination;

(ii) in the event such termination of employment occurs on or after the last day of fiscal year 2025, any unpaid Bonus earned by the Executive with respect to

such fiscal year, which shall be paid at the time that annual Bonuses for such fiscal year are paid to other senior executives, but in any event within seventy-four (74) days after the conclusion of such fiscal year; and

(iv) all other vested payments, benefits or perquisites to which the Executive may be entitled under the terms of any applicable compensation arrangement or benefit, equity or perquisite plan or program or grant or this Agreement, which in each case shall be paid in accordance with the terms and conditions of the applicable arrangement, plan, program, grant or agreement; provided, however, that the Executive shall not be entitled to benefits under any severance plan, policy, program or arrangement of the Company.

9. **SECTION 4999 EXCISE TAX**. If any payments, rights or benefits (whether pursuant to the terms of this Agreement or any other plan, arrangement or agreement of the Executive with the Company or any person affiliated with the Company) (the "Payments") received or to be received by the Executive will be subject to the tax (the "Excise Tax") imposed by Section 4999 of the Code (or any similar tax that may hereafter be imposed), then the Payments shall be reduced to the extent necessary so that no portion thereof shall be subject to the Excise Tax, but only if, by reason of such reduction, the net after-tax benefit received by the Executive shall exceed the net after-tax benefit that would be received by the Executive if no such reduction was made. The process for calculating the Excise Tax, and other procedures relating to this Section, are set forth in Exhibit A attached hereto. For purposes of making the determinations and calculations required herein, the Accounting Firm (as defined in Exhibit A) may rely on reasonable, good faith interpretations concerning the application of Section 280G and 4999 of the Code, provided that the Accounting Firm shall make such determinations and calculations on the basis of "substantial authority" (within the meaning of Section 6662 of the Code) and shall provide opinions to that effect to both the Company and the Executive.

10. **CONFIDENTIALITY**. The Executive previously entered into a Confidentiality Agreement with the Company (the "Confidentiality Agreement"). The Confidentiality Agreement continues in effect. The Executive agrees that he will not bring onto the Company premises or otherwise provide to the Company any unpublished documents or property belonging to any former employer or other person with respect to whom the Executive has an obligation of confidentiality. During the Employment Term, the Executive agrees to disclose to the Company in writing any outside relationships with entities with whom the Executive is working or will work (whether or not for compensation), as well as any potential conflicts of interest, sources of income or other business activities.

11. **COOPERATION**. During the Employment Term and for twelve (12) months thereafter, whether or not then employed by the Company, the Executive agrees to reasonably cooperate with and make himself available to the Company and its representatives and legal advisors in connection with any material matters in which the Executive is or was involved or any existing or future claims, investigations, administrative proceedings, lawsuits and other legal and business matters, as reasonably requested by the Company. The Company will reimburse Executive's reasonable travel, lodging and incidental out-of-pocket expenses incurred in connection with any such cooperation, provided that the Executive agrees to obtain advance approval from the Company as to any material travel or expense. The Executive also agrees that

within five (5) business days of receipt (or more promptly if reasonably required by the circumstances) the Executive shall send the Company copies of all correspondence (for example, but not limited to, subpoenas) received by the Executive in connection with any legal proceedings involving or relating to the Company, unless the Executive is expressly prohibited by law from so doing. The Executive agrees that he will not voluntarily cooperate with any third party in any actual or threatened claim, charge, or cause of action of any nature whatsoever against the Company and/or any of the Company's subsidiaries and/or affiliates. The Executive understands that nothing in this Agreement prevents the Executive from cooperating with any government investigation or otherwise complying with applicable law.

12. **NO ASSIGNMENT**.

(a) This Agreement is personal to each of the parties hereto. Except as provided in Section 12(b) below, no party may assign or delegate any rights or obligations hereunder without first obtaining the written consent of the other party hereto.

(b) The Company may assign this Agreement to any successor to all or substantially all of the business and/or assets of the Company provided the Company shall require such successor to expressly assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place and shall deliver a copy of such assignment to the Executive.

13. **NOTICE**. For the purpose of this Agreement, notices and all other communications provided for in this Agreement shall be in writing and shall be deemed to have been duly given (a) on the date of delivery if delivered by hand, (b) on the date of transmission, if delivered by confirmed facsimile, (c) on the first business day following the date of deposit if delivered by guaranteed overnight delivery service, or (d) on the fourth business day following the date delivered or mailed by United States registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the Executive:

At the address (or to the facsimile number) shown on the records of the Company

If to the Company:

Guess?, Inc.
1444 South Alameda Street
Los Angeles, California 90021
Attention: General Counsel
Facsimile No.: (213) 765-0911

or to such other address as either party may have furnished to the other in writing in accordance herewith, except that notices of change of address shall be effective only upon receipt.

14. **SECTION HEADINGS**. The section headings used in this Agreement are included solely for convenience and shall not affect, or be used in connection with, the interpretation of this Agreement.

15. **SEVERABILITY**. The provisions of this Agreement shall be deemed severable and the invalidity of unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof.

16. **COUNTERPARTS**. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instruments. One or more counterparts of this Agreement may be delivered by facsimile, with the intention that delivery by such means shall have the same effect as delivery of an original counterpart thereof.

17. **DISPUTE RESOLUTION**. Except as provided in the Confidentiality Agreement and in the following paragraph, any non-time barred, legally actionable controversy or claim arising out of or relating to this Agreement, its enforcement, arbitrability or interpretation, or because of an alleged breach, default, or misrepresentation in connection with any of its provisions, or any other non-time barred, legally actionable controversy or claim arising out of or relating to the Executive's employment or association with the Company or termination of the same, including, without limiting the generality of the foregoing, any alleged violation of state or federal statute, common law or constitution, shall be submitted to individual, final and binding arbitration, to be held in Los Angeles County, California, before a single arbitrator selected from Judicial Arbitration and Mediation Services, Inc. ("JAMS"), in accordance with the then-current JAMS Arbitration Rules and Procedures for employment disputes, as modified by the terms and conditions in this Section (which may be found at www.jamsadr.com under the Rules/Clauses tab). The parties will select the arbitrator by mutual agreement or, if the parties cannot agree, then by obtaining a list of nine qualified arbitrators supplied by JAMS from their labor and employment law panel, with each party confidentially submitting a "rank and strike" list that ranks in order of priority six arbitrators and strikes three arbitrators, and the most favored arbitrator based on the cumulative rankings who was not struck by either party shall be appointed arbitrator. Final resolution of any dispute through arbitration may include any remedy or relief that is provided for through any applicable state or federal statutes, or common law. Statutes of limitations shall be the same as would be applicable were the action to be brought in court. The arbitrator selected pursuant to this Agreement may order such discovery as is necessary for a full and fair exploration of the issues and dispute, consistent with the expedited nature of arbitration. At the conclusion of the arbitration, the arbitrator shall issue a written decision that sets forth the essential findings and conclusions upon which the arbitrator's award or decision is based. Any award or relief granted by the arbitrator under this Agreement shall be final and binding on the parties to this Agreement and may be enforced by any court of competent jurisdiction. The Company will pay those arbitration costs that are unique to arbitration, including the arbitrator's fee (recognizing that each side bears its own deposition, witness, expert and attorneys' fees and other expenses to the same extent as if the matter were being heard in court). If, however, any party prevails on a statutory claim, which affords the prevailing party attorneys' fees and costs, then the arbitrator may award reasonable fees and costs to the prevailing party. The arbitrator may not award attorneys' fees to a party that would not otherwise be entitled to such an award under the applicable statute. The arbitrator shall resolve any dispute as to the reasonableness of any fee or cost. Except as provided in the Confidentiality Agreement and in the following paragraph, the parties acknowledge and agree that they are hereby waiving any rights to trial by jury or a court in any action or proceeding brought by either of the parties against the other in connection with any matter whatsoever arising out of or in any way connected with this Agreement or the Executive's employment.

Each of the parties to this Agreement and any person or entity granted rights hereunder whether or not such person or entity is a signatory hereto shall be entitled to enforce its rights under this Agreement specifically to recover damages and costs for any breach of any provision of this Agreement and to exercise all other rights existing in its favor. The parties hereto agree and acknowledge that money damages may not be an adequate remedy for any breach of the provisions of this Agreement and that each party (as well as each other person or entity granted rights hereunder) may in its sole discretion obtain permanent injunctive or equitable relief in any arbitration filed pursuant to the preceding paragraph and enforce any such relief awarded by the arbitrator in any court of competent jurisdiction. In addition, each party may also apply to any court of law or equity of competent jurisdiction for provisional injunctive or equitable relief, including a temporary restraining or preliminary injunction (without any requirement to post any bond or deposit), to ensure that the relief sought in arbitration is not rendered ineffectual by interim harm. Each party shall be responsible for paying its own attorneys' fees, costs and other expenses pertaining to any such legal proceeding and enforcement regardless of whether an award or finding or any judgment or verdict thereon is entered against either party.

18. **MISCELLANEOUS**. No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing and signed by the Executive and such officer or director as may be designated by the Board. No waiver by either party hereto at any time of any breach by the other party hereto of, or compliance with, any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. This Agreement together with all exhibits hereto sets forth the entire agreement of the parties hereto in respect of the subject matter contained herein. No agreements or representations, oral or otherwise, express or implied, with respect to the subject matter hereof, have been made by either party which are not expressly set forth in this Agreement. This Agreement replaces the Prior Employment Agreement in its entirety effective April 1, 2024. The validity, interpretation, construction and performance of this Agreement shall be governed exclusively by the laws of the State of California without regard to its conflicts of law principles. Notwithstanding the foregoing, the Company's rights pursuant to any confidentiality, proprietary information, assignment of inventions or similar agreement shall survive and continue in effect. This Agreement is effective immediately upon the expiration of the Executive's period of employment with the Company under the Prior Employment Agreement. This Agreement shall be null and void (and the applicable provisions of the Prior Employment Agreement shall apply) if the Executive's employment with the Company terminates for any reason prior to such time.

19. **SECTION 409A**. Notwithstanding anything in this Agreement or elsewhere to the contrary:

(a) If the Executive is a "specified employee" as determined pursuant to Section 409A of the Code as of the date of the Executive's "separation from service" (within the meaning of Section 409A of the Code) and if any payment or benefit provided for in this Agreement or otherwise both (x) constitutes a "deferral of compensation" within the meaning of Section 409A of the Code and (y) cannot be paid or provided in the manner otherwise provided without subjecting the Executive to additional tax, interest or penalties under Section 409A of the Code, then any such payment or benefit shall be delayed until the earlier of (i) the date which is six (6) months after his "separation from service" for any reason other than death, or (ii) the date of the

Executive's death. The provisions of this paragraph shall only apply if, and to the extent, required to avoid the imputation of any tax, penalty or interest pursuant to Section 409A of the Code. Any payment or benefit otherwise payable or to be provided to the Executive upon or in the six (6) month period following the Executive's "separation from service" that is not so paid or provided by reason of this Section 19(a) shall be accumulated and paid or provided to the Executive in a single lump sum, not later than the fifth day after the date that is six (6) months after the Executive's "separation from service" (or, if earlier, the fifteenth day after the date of the Executive's death) together with interest for the period of delay, compounded annually, equal to the prime rate (as published in The Wall Street Journal), and in effect as of the date the payment or benefit should otherwise have been provided.

(a) It is intended that any amounts payable under this Agreement and the Company's and the Executive's exercise of 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 consistent with that intent.

(b) Any reimbursement payment due to the Executive shall be paid to the Executive on or before the last day of the Executive's taxable year following the taxable year in which the related expense was incurred, and Executive agrees to submit prompt documentation of such reimbursement payments due in accordance with the Company's reimbursement policy in order to facilitate the timely reimbursement of the same. Any such benefits and reimbursements are not subject to liquidation or exchange for another benefit and the amount of such amounts eligible for reimbursement or such benefits that the Executive receives in one taxable year shall not affect the amounts eligible for reimbursement or the amount of such benefits that the Executive receives in any other taxable year.

(c) Each item of remuneration referred to in this Agreement shall be treated as a separate payment for purposes of Section 409A of the Code.

20. **FULL SETTLEMENT**. Except as set forth in this Agreement, the Company's obligation to make the payments provided for in this Agreement and otherwise to perform its obligations hereunder shall not be affected by any circumstances, including without limitation, set-off, counterclaim, recoupment, defense or other claim, right or action which the Company may have against the Executive or others, except to the extent any amounts are due the Company or its subsidiaries or affiliates pursuant to a judgment against the Executive. In no event shall the Executive be obliged to seek other employment or take any other action by way of mitigation of the amounts payable to the Executive under any of the provisions of this Agreement, nor shall the amount of any payment hereunder be reduced by any compensation earned by the Executive as a result of employment by another employer, except as set forth in this Agreement.

21. **REPRESENTATIONS**. Except as otherwise disclosed to the Company in writing, the Executive represents and warrants to the Company that the Executive has the legal right to enter into this Agreement and to perform all of the obligations on the Executive's part to be performed hereunder in accordance with its terms and that the Executive is not a party to any agreement or understanding, written or oral, which could prevent the Executive from entering into this Agreement or performing all of the Executive's obligations hereunder.

22. **WITHHOLDING**. The Company may withhold from any and all amounts payable under this Agreement such federal, state and local taxes as may be required to be withheld pursuant to any applicable law or regulation.

23. **PRIVACY**. The Company may collect and retain personal information relating to the Executive's employment directly from him or any third party. The Company may, from time to time, share personal information about the Executive (including his duties and salary and other compensation details) with third parties. The Executive expressly consents to the public disclosure of the Executive's appointment and remuneration in accordance with the Company's obligations as a publicly listed company. The Company may transfer personal information about the Executive to its parent and/or affiliated entities to increase efficiencies in its human resources systems and/or for other operational purposes.

24. **SURVIVAL**. The respective obligations of, and benefits afforded to, the Company and the Executive that by their express terms or clear intent survive termination of the Executive's employment with the Company, including, without limitation, the provisions of Sections 8, 9, 10, 11, 12, 17, 19, 20, 22 and 23 of this Agreement, will survive termination of the Executive's employment with the Company, and will remain in full force and effect according to their terms.

25. **AGREEMENT OF THE PARTIES**. The language used in this Agreement will be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction will be applied against any party hereto. Neither the Executive nor the Company shall be entitled to any presumption in connection with any determination made hereunder in connection with any arbitration, judicial or administrative proceeding relating to or arising under this Agreement.

[*The remainder of this page has intentionally been left blank.****]***

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

GUESS?, INC.

By:/s/ Carlos Alberini

Name: Carlos Alberini

Its: Chief Executive Officer

I DENNIS SECOR, agree, and acknowledge that I agree, to the terms of this Agreement. I further acknowledge and agree that the laws of the State of California will exclusively govern my employment relationship with Guess?, Inc. now and in the future. I confirm that I have had a reasonable opportunity to seek independent legal, financial, tax and accounting advice before signing this Agreement.

DENNIS SECOR

/s/ Dennis Secor

EXHIBIT A

EXCISE TAX RULES AND PROCEDURES

1. All determinations required to be made under Section 9 of this Agreement and this Exhibit A shall be made by an accounting firm (the "Accounting Firm") selected by the Company. The Accounting Firm shall provide detailed supporting calculations both to the Company and the Executive within fifteen (15) business days of the event that results in the potential for an excise tax liability for the Executive, which could include but is not limited to a Change in Control and the subsequent vesting of any cash payments or awards, or the Executive's termination of employment, or such earlier time as is required by the Company.

2. The Company shall pay the Accounting Firm's fee.

3. If the Accounting Firm determines that one or more reductions are required under Section 9 of this Agreement, the Accounting Firm shall also determine which Payments shall be reduced (first from cash payments and then from non-cash payments) to the extent necessary so that no portion thereof shall be subject to the excise tax imposed by Section 4999 of the Code, and the Company shall pay such reduced amount to the Executive. The Accounting Firm shall make reductions required under Section 9 of this Agreement in a manner that maximizes the net after-tax amount payable to the Executive.

4. As a result of the uncertainty in the application of Section 280G at the time that the Accounting Firm makes its determinations under this Section, it is possible that amounts will have been paid or distributed to the Executive that should not have been paid or distributed (collectively, the "Overpayments"), or that additional amounts should be paid or distributed to the Executive (collectively, the "Underpayments"). If the Accounting Firm determines, based on either the assertion of a deficiency by the Internal Revenue Service against the Company or the Executive, which assertion the Accounting Firm believes has a high probability of success or controlling precedent or substantial authority, that an Overpayment has been made, the Executive must repay to the Company, without interest, the amount of the Overpayment; provided, however, that no loan will be deemed to have been made and no amount will be payable by the Executive to the Company unless, and then only to the extent that, the deemed loan and payment would either reduce the amount on which the Executive is subject to tax under Section 4999 of the Code or generate a refund of tax imposed under Section 4999 of the Code. If the Accounting Firm determines, based upon controlling precedent or substantial authority, that an Underpayment has occurred, the Accounting Firm will notify the Executive and the Company of that determination and the amount of that Underpayment will be paid to the Executive promptly by the Company.

5. The parties will provide the Accounting Firm access to and copies of any books, records, and documents in their possession as reasonably requested by the Accounting Firm, and otherwise cooperate with the Accounting Firm in connection with the preparation and issuance of the determinations and calculations contemplated by this Exhibit A.

* * *

Exhibit 99.1

GUESS?, INC. BOARD AUTHORIZES NEW $200 MILLION SHARE REPURCHASE PROGRAM

LOS ANGELES – April 1, 2024 – Guess?, Inc. (NYSE: GES) (the "Company") today announced that its Board of Directors has authorized a new share repurchase program of up to $200 million of the Company's common stock. Guess? also separately announced today that, as part of this new program and through a convertible bond exchange transaction, it has agreed to repurchase 326,429 shares of the Company's common stock for $10.3 million.

Carlos Alberini, Chief Executive Officer, commented, "Returning capital directly to our shareholders is a high priority for our Board. This $200 million share repurchase authorization and the more than $10 million repurchase we have announced today reflects our confidence in the business and follows our recently announced special dividend of $2.25 per share which will be paid in early May. We remain committed to enhancing shareholder returns and have a strong capital structure, solid cash flow generation, a powerful and diversified business model and a unique platform to support our Company's growth initiatives."

Share repurchases under the authorization may be made on the open market or in privately negotiated transactions, pursuant to Rule 10b5-1 trading plans or other available means. There is no minimum or maximum number of shares to be repurchased under the program and the program may be discontinued at any time, without prior notice.

About Guess?, Inc.

Guess?, Inc. designs, markets, distributes and licenses a lifestyle collection of contemporary apparel, denim, handbags, watches, eyewear, footwear and other related consumer products. Guess? products are distributed through branded Guess? stores as well as better department and specialty stores around the world. As of February 3, 2024, the Company directly operated 1,002 retail stores in Europe, the Americas and Asia. The Company's partners operated 551 additional retail stores worldwide. As of February 3, 2024, the Company and its partners and distributors operated in approximately 100 countries worldwide.

Contact Information:

Guess?, Inc.
Fabrice Benarouche
Senior Vice President of Finance and Investor Relations and
Chief Accounting Officer
(213) 765-5578

Exhibit 99.2

GUESS?, INC. ANNOUNCES ISSUANCE OF APPROXIMATELY $12.1 MILLION OF ADDITIONAL 3.75% CONVERTIBLE NOTES DUE 2028 AND RETIREMENT OF APPROXIMATELY $14.6 MILLION OF EXISTING 2.00% CONVERTIBLE NOTES DUE 2024

- ***The additional convertible senior notes due 2028 issued in exchange for our existing convertible senior notes due 2024 will augment the exchange and subscription transactions completed by Guess in April 2023 and January 2024***
- ***Guess has entered into bond hedge and warrant transactions with a warrant strike price of $41.37 per share, which are generally intended to limit potential dilution from the private placement transaction***
- ***Guess intends to retire approximately $14.6 million of the existing convertible senior notes due in 2024 pursuant to the exchange, and to use cash on hand, together with proceeds from the termination and unwinding of the related convertible note hedge and warrant transactions entered into in connection with the issuance of the existing convertible senior notes due 2024, to repurchase 326,429 shares of its common stock for approximately $10.3 million and to enter into the bond hedge and warrant transactions***

LOS ANGELES – April 1, 2024 – Guess?, Inc. (NYSE: GES) (the "Company") announced today that it has entered into a separate, privately negotiated exchange and subscription agreement (the "Exchange and Subscription Agreement") with a holder of its 2.00% convertible senior notes due 2024 (the "2024 Notes"), pursuant to exemptions from registration under the Securities Act of 1933, as amended (the "Securities Act"). Pursuant to the Exchange and Subscription Agreement, the Company will exchange approximately $14.6 million in aggregate principal amount of the 2024 Notes for approximately $12.1 million in aggregate principal amount of additional 3.75% convertible senior notes due 2028 (the "2028 Notes") (collectively, the "Transactions"). The Transactions are expected to settle on or about April 2, 2024, subject to customary closing conditions.

The 2028 Notes will have the same terms as, and constitute a single series with, (i) the $275.0 million aggregate principal amount of 3.75% Convertible Senior Notes due 2028 that the Company originally issued on April 17, 2023 and (ii) the $64.8 million aggregate principal amount of additional 3.75% Convertible Senior Notes due 2028 that the Company issued on January 10, 2024 (together, the "Existing 2028 Notes"). The 2028 Notes will have the same CUSIP number as the Existing 2028 Notes and will be issued as additional notes under the indenture governing the Existing 2028 Notes. The 2028 Notes are expected to trade interchangeably with the Existing 2028 Notes immediately upon settlement and be fungible with the Existing 2028 Notes. As a result, upon completion of the Transactions, the aggregate principal amount of the 2024 Notes outstanding will be approximately $33.5 million, and the aggregate principal amount of the 2028 Notes outstanding will be approximately $351.9 million.

The 2028 Notes will be convertible in certain circumstances into cash, shares of the Company's common stock or a combination of cash and shares of common stock, at the Company's election. If and when issued, the 2028 Notes will be unsecured senior obligations of the Company. The conversion rate of the 2028 Notes is approximately 40.9077 shares per $1,000 principal amount of the 2028 Notes, which is equivalent to an initial conversion price of approximately $24.45 per share of common stock, and is subject to adjustment upon the occurrence of certain events. The 2028 Notes will be convertible only upon the occurrence of certain events and during certain periods. The 2028 Notes will bear interest at a rate of 3.75% per year, payable semi-annually in arrears on April 15 and October 15 of each year, beginning on October 15, 2024. The 2028 Notes will mature on April 15, 2028, unless earlier repurchased or converted in accordance with their terms.

Concurrently with the pricing of the 2028 Notes, the Company agreed to repurchase 326,429 shares of its common stock for approximately $10.3 million from the holder who is exchanging its 2024 Notes for 2028 Notes and the Remaining 2024 Hedge Counterparty described below in privately negotiated transactions (the "Share Repurchase Transactions") for settlement concurrently with the closing of the Transactions, pursuant to the Company's new $200 million share repurchase program approved by the Company's Board on March 25, 2024. The purchase price per share of the common stock to be repurchased in such transactions will equal the closing sale price of the Company's common stock on March 28, 2024, which was $31.47 per share.

The Company expects to use cash on hand together with the proceeds from the termination and unwinding of the related convertible note hedge and warrant transactions that the Company entered into in connection with the issuance of the 2024 Notes (as described below) to pay the cost of the convertible note hedge transactions described below (after such cost is partially offset by the proceeds from the sale of warrants pursuant to the warrant transactions described below). These transactions are generally intended to reduce dilution on the 2028 Notes. The warrant strike price is initially $41.37, consistent with the note hedge and warrant transactions entered into in connection with the Existing 2028 Notes.

Certain Concurrent Transactions

In connection with the pricing of the 2028 Notes, the Company entered into convertible note hedge and warrant transactions with a financial institution (the "hedge counterparty"). The convertible note hedge transactions covered the number of shares of common stock that initially underlies the 2028 Notes, subject to anti-dilution adjustments substantially similar to those applicable to the Existing 2028 Notes, and are expected to generally reduce the potential dilution with respect to the Company's common stock upon conversion of the 2028 Notes and/or to offset any cash payments the Company is required to make in excess of the principal amount of converted 2028 Notes, as the case may be. The warrants relate to the same number of shares of common stock as underlies the 2028 Notes, subject to customary anti-dilution adjustments. The strike price of the warrant transactions will initially be $41.37 per share, and is subject to certain adjustments under the terms of the warrant transactions. The warrant transactions separately could have a dilutive effect with respect to the Company's common stock to the extent that the market price per share of the common stock exceeds the strike price of the warrants.

The Company has been advised that, in connection with establishing their initial hedge positions with respect to the convertible note hedge and warrant transactions, the hedge counterparty or its respective affiliates expect to purchase shares of the common stock and/or enter into various derivative transactions with respect to the Company's common stock concurrently with, or shortly after, the pricing of the 2028 Notes. These activities could result in an increase, or prevent a decrease in, the market price of the common stock or the 2028 Notes.

In addition, the hedge counterparty or its respective affiliates may modify their hedge positions by entering into or unwinding various derivatives with respect to the Company's common stock and/or purchasing or selling common stock or other securities of the Company in secondary market transactions following the pricing of the 2028 Notes and prior to the maturity of the 2028 Notes (and are likely to do so during any observation period related to a conversion of 2028 Notes). This activity could also cause or avoid an increase or a decrease in the market price of the Company's common stock or the 2028 Notes, which could affect the ability of holders to convert the 2028 Notes, and, to the extent the activity occurs during any observation period related to a conversion of 2028 Notes, could affect the number of shares and value of the consideration that holders receive upon conversion of the 2028 Notes.

In connection with the Transactions, the Company expects that the holder of 2024 Notes that participates in the Transactions will seek to sell the Company's common stock and/or enter into various derivative positions with respect to the Company's common stock to establish hedge positions with respect to the 2028 Notes. This activity could decrease (or reduce the size of any increase in) the market price of the Company's common stock, the 2024 Notes or the 2028 Notes at that time. Additionally, the Share Repurchase Transactions could increase (or reduce the size of any decrease in), the market price of the Company's common stock, the 2024 Notes or the 2028 Notes at that time.

In connection with issuing the 2024 Notes, the Company entered into convertible note hedge and warrant transactions (the "2024 Call Spread Transactions") with a financial institution, a portion of which 2024 Call Spread Transactions were terminated in April 2023 such that there remains only one hedge counterparty in respect of the 2024 Notes (the "Remaining 2024 Hedge Counterparty"). As part of the Transactions, the Company anticipates entering into agreements with the Remaining 2024 Hedge Counterparty to terminate a portion of the 2024 Call Spread Transactions in a notional amount corresponding to the amount of 2024 Convertible Notes that will be exchanged. In connection with the terminations described in the foregoing sentence, the Company would expect the Remaining 2024 Hedge Counterparty or its affiliates to unwind a portion of its related hedge positions by selling common stock concurrently with the pricing of the 2028 Notes. Such hedge unwind activity could decrease (or reduce the size of any increase in) the market price of the Company's common stock, the 2024 Notes or the 2028 Notes at that time. There can be no assurance the termination of such 2024 Call Spread Transactions will be completed.

In connection with the Transactions, the Company and certain of its subsidiaries also amended their amended and restated senior secured asset-based revolving credit facility with Bank of America, N.A., as agent and a lender and the other lenders party thereto to permit, among other things, the exchange and subscription offering and certain transactions related thereto.

Other Matters

The offer and sale of the 2028 Notes and the issuance of shares of common stock, if any, issuable upon conversion of the 2028 Notes have not been and will not be registered under the Securities Act or the securities laws of any other jurisdiction, and the 2028 Notes and such shares may not be offered or sold in the United States absent registration or an applicable exemption from such registration requirements.

This press release does not and shall not constitute an offer to sell nor the solicitation of an offer to buy any securities of the Company, nor shall there be any sale of any such securities in any state or jurisdiction in which such an offer, solicitation or sale would be unlawful.

Notice Regarding Forward-Looking Statements

This press release includes certain forward-looking statements related to the Company within the meaning of the Private Securities Litigation Reform Act of 1995. Forward-looking statements, which are frequently indicated by terms such as “expect,” “continue,” “remain,” “look,” “path” and similar terms, are only expectations, and involve known and unknown risks and uncertainties, which may cause actual results in future periods to differ materially from what is currently anticipated. All statements, other than statements of historical facts, including all statements regarding the Transactions, the anticipated closing of the Transactions, the anticipated sources and use of proceeds, the Share Repurchase Transactions and the effects of entering into the convertible note hedge and warrant transactions are forward-looking statements. These statements are based on management’s current estimates, assumptions, expectations or beliefs and are subject to uncertainty and changes in circumstances. These forward-looking statements are estimates reflecting the judgment of the Company’s senior management, and actual results may vary materially from those expressed or implied by the forward-looking statements herein.

The statements in this press release are made as of the date of this press release. The Company undertakes no obligation to update information contained in this press release, except as may be required by law. The Company undertakes no obligation to update or revise any forward-looking statements, whether as a result of new information, future events or otherwise, except as may be required by law. For further information regarding risks and uncertainties associated with the Company’s businesses, please refer to the section entitled “Risk Factors” in the Company’s Securities and Exchange Commission (the “SEC”) filings, including, but not limited to, its most recent Annual Report on Form 10-K and its most recent Quarterly Reports on Form 10-Q, copies of which are on file with the SEC and available on the SEC’s website at www.sec.gov.

About Guess?, Inc.

Guess?, Inc. designs, markets, distributes and licenses a lifestyle collection of contemporary apparel, denim, handbags, watches, eyewear, footwear and other related consumer products. Guess? products are distributed through branded Guess? stores as well as better department and specialty stores around the world. As of February 3, 2024, the Company directly operated 1,002 retail stores in Europe, the Americas and Asia. The Company’s partners operated 551 additional retail stores worldwide. As of February 3, 2024, the Company and its partners and distributors operated in approximately 100 countries worldwide.

Contact Information:

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