



2026 CPR International Mediation Competition Problem

Tailored for Trouble - and make it double!¹

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1. PRIESTLY KOLLET CHARLTON UNION (“PKCHU”)

The Priestly Kollet Charlton Union originated in 1985 from a sequence of targeted acquisitions and family consolidations over the last four decades that transformed a set of independent ateliers and heritage *maisons* into a vertically integrated luxury conglomerate, headquartered in **Kingaslanding**, driven by a philosophy of curating rather than homogenizing creativity. PKCHU’s development followed a deliberate consolidation playbook: acquiring niche brands that possess strong reputations for craftsmanship, preserving visible artisanal signifiers that sustain perceived scarcity, and centralizing operational infrastructure to gain efficiency without compromising the symbolic integrity of each maison. That structural choice positions PKCHU between two poles — artisanal provenance and industrial control — and defines not only its capital allocation and market positioning, but also the cultural discipline that governs how its brands are managed and perceived, which now spans fashion, small-lot hospitality, select leatherworks and related lifestyle categories.

PKCHU’s values and practices are rooted in the preservation of **authenticity and narrative discipline** across its portfolio. The Group sees craftsmanship not only as a production method but as a cultural asset — one that must remain visibly scarce and contextually controlled. This operational philosophy ensures that each maison retains its distinct aura and avoids overexposure or any perception that might “dilute” the perception of rarity and luxury.

Commercially, as a conglomerate, PKCHU balances revenue protection of legacy maisons with the pursuit of recurring income streams derived from branding, trend development, intellectual property and know-how. In doing so, PKCHU thrives by preserving the unique, high-end image of each individual maison, a reflection of its core governance structure.

Governance and executive roles reflect the Group’s culture. At the center is **Miranda Priestly**, PKCHU’s CEO, Chairwoman and public brand steward, who enforces strict external controls on storytelling and the context in which PKCHU marks or inputs are permitted to appear. Miranda is a visionary leader. She has the ability to recognize a product as a work of art due to its creative aspects or transform it into one, something inherent in luxury items that are widely recognized among consumers and the public. She knows how to identify a brand’s cultural impact and its target consumer.

Miranda’s background in **Art History** and her personal history as an **art collector** shaped her perspective on creation and luxury. Before entering corporate leadership, she cultivated an editorial project reminiscent of **Andrea Sachs’ Association of Summerfell Handcraft** (“ASH”, see section 2), an early attempt to merge craftsmanship with narrative, which failed commercially but left Miranda with a profound understanding of the creative process. This bridge between aesthetic vision and strategic business sense defined her later approach to PKCHU, positioning her as both a curator and an executive. It also established a natural **synergy with Andrea**, whose later success with ASH reflected the artistic authenticity Miranda had long sought to preserve. Miranda, older and seasoned by the institutional side

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of luxury, sees in Andrea the pure creative impulse that once guided her own path, and the two form the cultural and strategic axis of PKCHU's identity.

Operational design and commercial scaling are led by **Nigel Tucci**, PKCHU's Managing Director, an art connoisseur by heart, who has built the division's operational architecture to enable market access while translating Miranda's views on high-art value into commercial success without destroying any brand equity. This separation of editorial control (communications and brand gating) from operational control (process, traceability, intellectual property and supplier qualification) is intentional: it creates two concurrent defense lines, one legal/contractual and one reputational, around the use of PKCHU's proprietary inputs.

On the operational side, PKCHU invests in uniqueness, with its principal maison being Lutzuméa - a fashion maison, globally recognized for their highly desirable pieces, and known originally for its accessories (scarves and trunks) savoir-faire. The group is always seeking to expand by acquiring *maisons*, hiring creative directors, collaborators and other singular minds who have an undeniable individual brand value, untapped growth potential, and that strategically fit with PKCHU's vision to dominate a category in the global luxury market. PKCHU's strategy has succeeded, making it a leading conglomerate in the fashion and luxury world.

2. ASSOCIATION OF SUMMERFELL HANDCRAFT ("ASH")

The Association of Summerfell Handcraft, based in **Summerfell**, began as a 2020-bucket-list-project of **Andrea Sachs**, a popular art illustrator, known for creating drawings used by fashion brands, who turned a modest gathering of mutual artist friends into a culturally resonant organization by combining strong editorial vision with an acute sense for collaborations and creator-led storytelling. By establishing ASH, Andrea aimed to create a strong organization to provide artists with protection and necessary backup to any creation issues that could possibly arise with their artwork.

The ASH growth recently moved from creation credibility to platform scale. As a result of Andrea's leadership, ASH attracted early attention for its artisanal credentials and principled stance on artistic techniques, which generated targeted partnerships. These partnerships made the artistic members of ASH gain more popularity within the mainstream and niche markets, especially among fashion lovers.

Nowadays, ASH is composed of 17 people - 4 artists specialized in leather goods , 3 embroiderers, 4 lacemakers, 5 illustrators (including Andrea) and 1 lawyer, all from Summerfell and all regarded as singular in their own craft. Nate Cooper, the lawyer, is not an artist - his role in the organization is to provide all creators with legal support whenever necessary, to protect their creative rights.

Andrea and Nate are an influential leadership tandem with complementary but very different priorities. Andrea remains the cultural engine: she shapes projects, curates collaborations, defends ASH's public commitments to authenticity and serves as spokesperson for all other artists. On the other hand, Nate translates Andrea's mission of artist celebration into actionable legal frameworks to protect the art. His success is measured by the legal security provided to ASH's 16 artists, allowing them the freedom to innovate while mitigating the risks of plagiarism and commercial exploitation inherent in achieving platform scale. This separation of creative gatekeeping (Andrea) from legal enforcement (Nate) creates a powerful, protected ecosystem for the artists.

ASH's artists are free to enter into dealings of their choice and known to collaborate with celebrity athletes and great luxury brands in the fashion, beverages, cars, technology and other worlds. The ASH artists gathered exceptional attention on the social media BeGlam, establishing a large number of fans and followers, which are all eager to consume anything ASH's artists are to create in the digital and physical world.

This is the main purpose of Andrea's first initiative: as president of ASH since the first days, her goal always was to allow creative minds to freely and fearlessly create, by providing a safe space to share experiences. In short, ASH is a hybrid organism: a creative incubator whose DNA prizes authenticity and cultural resonance, and a platform operator for artist protection from a legal and commercial perspective. Andrea Sachs and Nate Cooper personify that hybridity — one the association's spirit, the other its legal security department who insists that mission be married to compliance.

3. THE MANUSCRIPT

In a recent report published by the World Institute for Creation, Knowledge, Education, and Data, or WICKED, it was shown that consumers are unknowingly spending over D\$ 3.2 billion a year on fake designer goods. The sale of fake items of handbags and jewelry alone have cost the fashion industry D\$ 3.1 billion worldwide in 2020, as the data shows in the report.

By being the principal fashion group of Kingaslanding, PKCHU is a leader in considering this issue. Miranda is especially stunned that the general public has even considered buying fake fashion items in the first place. This behavior takes away the value of art, and the CEO of one of the greatest fashion groups in the world could not condemn this practice more.

After multiple meetings with each individual representative of the group's maisons and considering multiple ideas to overcome this very significant loss of market space for fake products, Miranda had the brilliant idea to reposition the fight against fakes not as a legal or moral issue, but as a **cultural movement**, anchored in artistic authenticity that cannot be faked.

The inspiration came from the rising cultural influence of ASH. While reviewing engagement data and the impact of creator-led collaborations, Miranda concluded that only a gesture with **genuine symbolic value**, crafted by an irreplaceable mind, could both re-educate the public and reaffirm the place of art within the luxury market. And no one was better suited for being the face of that education campaign than Andrea Sachs.

Miranda approached Nigel Tucci and presented her vision: **to commission Andrea, through ASH, to create an entirely original artwork that would serve as the foundation for a manifesto-driven silk scarf collection**, to be launched under one of PKCHU's most heritage-driven maisons. The scarves would be released in an extremely limited edition, imprinted with Andrea's unmistakable visual language and narrative cues—elements impossible to replicate digitally. Public communication would highlight not only the maison's heritage but the primacy of the artist's hand.

Nigel immediately understood the operational potential: Andrea's artwork, legally safeguarded by Nate Cooper, would allow PKCHU to pioneer a new layer of artistic traceability aligned with the Group's broader authenticity doctrine. At the same time, the project would bridge PKCHU to a generation of younger consumers who viewed Andrea and the ASH artists as symbols of ethical creativity, originality, and cultural purpose.

When Miranda finally presented the proposal to Andrea, the meeting transcended a mere commercial discussion. Andrea recognized, instantly, that this initiative aligned perfectly with ASH's founding mission: **a project that positioned the artist as the origin, not the accessory**, reinforcing to the public that human authorship remains the most scarce—and therefore the most valuable—resource in luxury creation. Also, this partnership would allow the group to reach new levels of popularity among brands, and possibly gaining more members on the way.

After discussions, this is how the partnership took shape: ASH was officially commissioned by PKCHU to produce an original artwork by Andrea Sachs, which would become the conceptual and visual backbone of the “Manuscript Collection” — a series of silk scarves blending handcrafted printing techniques, narrative illustration, and stylistic markers that cannot be mechanically reproduced.

The collaboration rests on four central commitments:

1. Irreproducible Authorship

Alongside Lutzuméa creative director Delia Ketchum, Andrea creates a singular artwork featuring visual and narrative elements tied to Kingaslanding’s cultural landscape, as well as the identity codes of the participating maison.

2. Reinforced Protection

Nate Cooper designs, together with PKCHU’s legal division, a multilayer anti-counterfeiting protocol combining intellectual property, embedded artistic watermarks, and cultural verification elements—not merely technical ones.

3. Narrative Discipline

Miranda oversees all storytelling contexts in which the collaboration appears, ensuring each scarf is framed as an “*artistic fragment*” rather than just a fashion accessory, reinforcing the notion that luxury is non-replicable because creativity itself is non-replicable.

4. Impactful spokesperson

Basketball star Kingston Lebron was chosen as spokesperson for the scarf collection, attracting the attention of mainstream media and a variety of audiences all over the world.

The partnership positions Andrea as one of the cultural pillars of PKCHU’s new authenticity strategy, while ASH consolidates its global reputation as the leading organization for artist protection and creator-driven collaboration.

Operational aspects of the partnership were shaped between Nigel and Nate. Given ASH’s crucial institutional role, Nate assumed the lead in drafting the commercial agreement between the parties, ensuring that the collaboration respected PKCHU’s governance standards while protecting the artistic independence of ASH’s creators. The result was the signing of the Manuscript Collaboration Agreement on January 15, 2025.

Nigel focused on integrating the project into PKCHU’s operational architecture — from supply-chain traceability to atelier coordination — while Nate structured the contractual safeguards, authorship protections, and usage rights. Together, they established a framework that aligned PKCHU’s need for controlled brand context with ASH’s mission of safeguarding artistic integrity.

The **Manuscript Collection** exceeded every projection. What began as a limited-edition cultural gesture quickly became a phenomenon among ultra high net worth individuals (UHNWI), who interpreted the scarves not merely as accessories but as **collectible artworks with provenance** — a new category positioned between luxury, fine art, and cultural capital. A true statement against fakes.

Within hours of the private pre-launch on a special trip promoted by the maison to its very important clients (VICs), every piece allocated to PKCHU’s top-tier clients had been claimed. Secondary market inquiries emerged immediately, with collectors offering multiples of the original price — not because of fashion hype, but because the

intersection of Andrea’s authorship, Miranda’s curation, and the maison’s heritage generated **symbolic appreciation value**. The scarves were treated like contemporary art: archived, framed, and insured.

The response caught Miranda’s attention. For decades, she had viewed the maison system as a curator of talent; now she saw the inverse — the artist herself was shaping collector behavior. It confirmed her instinct: authenticity, when culturally controlled and narratively disciplined, is the most valuable commodity luxury has left.

Nigel, reading the momentum with precision, proposed the next strategic evolution: **translating and expanding Andrea’s manuscript artwork into a capsule of high-end jewelry pieces**, produced by one of PKCHU’s jewelry maisons, Sotiri, renowned for sculptural metalwork and hand-set stones.

Miranda immediately saw the strategic advantage. High-end artistic jewelry offered:

- intrinsically limited supply
- extraordinary margins among UHNWI collectors
- historical alignment with art patronage
- and a context where authorship is not accessory — it is everything

It was also the ideal platform to reinforce PKCHU’s cultural stance against counterfeiting: that true luxury is defined not by material scarcity alone, but by **irreproducible creative origin**.

Andrea hesitated at first, unfamiliar with jewelry as a medium. But Miranda framed it as a continuation of the manuscript concept — a way to “engrave” aspects of the artwork into permanence. Andrea agreed, on the condition that each piece include minute intentional imperfections, embedded by hand, functioning as **micro-authorship markers**. Nate formally protected these markers as part of the IP architecture.

Thus emerged the **Manuscript High-end Jewelry Capsule**, composed of:

- hand-engraved motifs derived from Andrea’s manuscript
- gemstone constellations inspired by Summerfell’s night sky
- one-of-one and one-of-three editions, each with a Certificate of Artistic Origin co-signed by Andrea, Miranda, and the maison’s master jeweler

The collection became an apex-tier success. UHNWI collectors requested private vault showings, museum-style documentation, and long-term archival display. Pre-orders for future releases surpassed internal forecasts by a factor of five.

The project did more than generate profit: it rewired PKCHU’s internal creative calculus. For the first time, an external artist — not a maison-bound creative director — became the cultural driver of a multi-category luxury phenomenon.

As for ASH, the project reinforced the association’s public perception that fine art and handcraft are one of the pillars of uniqueness and exclusivity, and ASH itself and its members gained a new level of respect among the industry.

This solidified the partnership between Miranda and Andrea as a **new creative governance model**: art-first, authorship-protected, narrative-controlled, and commercially unmatched.

Financially, the impact was unprecedented. Across PKCHU’s maisons, the combined initiatives — the Manuscript Collection of Silk Scarves by Lutzuméa, the Manuscript High-end Jewelry Capsule by Sotiri, and the strategic cultural

amplification driven by Andrea Sachs' ASH — generated over **D\$ 250 million in direct revenue** within the first two quarters alone.

When factoring in secondary-market appreciation, collector waiting-list capitalization, and the surge in brand equity associated with PKCHU's authenticity doctrine, the partnership's total economic effect surpassed **D\$ 1.2 billion**. More importantly, it established a repeatable model in which art-first authorship not only shapes culture but delivers unmatched commercial performance, marking the collaboration between Miranda, Andrea PKCHU, and ASH as one of the most profitable and culturally influential ventures in fashion history.

4. THE DISPUTE

But the extraordinary commercial impact brought with it a second, far more delicate consequence: internal tension within PKCHU's maisons. As Andrea's influence expanded — first through the scarves, then through high-end jewelry — several creative directors began to voice concerns, feeling that their work had been abandoned by PKCHU's principal interests. Informally at first, then in more structured settings, they argued that the Group's cultural center of gravity was shifting away from the maison model and toward an external artist whose authorship now dictated collector behavior.

This shift was amplified by Andrea's unexpected rise as a cultural figure far beyond the confines of the collaboration. Her presence on social platforms — intensified by fan-led narratives, influencer breakdowns of the Manuscript micro-editions, and a wave of content interpreting her work as the “new visual language” of luxury — created a perception that PKCHU's prestige was increasingly intertwined with (and in some opinions, dependent on) a single creator. The situation escalated further when a fragment of Andrea's conceptual notes leaked online through a third-party collector forum not affiliated with ASH. The leak went viral within hours, sparking debates about artistic ownership, transparency, and whether PKCHU was “elevating an outsider” at the expense of its own maisons.

Some maisons feared dilution of their creative identity; others feared comparison. For decades, PKCHU's prestige had rested on the autonomy and heritage of each house. Now, Andrea's manuscript had become the symbolic asset driving demand across categories, a phenomenon none of the maisons had anticipated. Miranda interpreted the growing tension not as resistance to Andrea, but as resistance to a new creative governance paradigm — one that threatened the traditional hierarchy in which maisons, not independent artists, shaped the Group's cultural narrative.

The situation escalated when PKCHU's strategy division proposed extending the success of the Manuscript Initiative to “additional ASH-affiliated creators.” The argument, presented as a diversification strategy, relied on an ambiguous clause in the original ASH-PKCHU commercial agreement — drafted during early enthusiasm, before the full magnitude of the collaboration became clear. The clause allowed PKCHU to “explore derivative creative initiatives with ASH in categories aligned with PKCHU's cultural mission,” language that Nate had considered harmless at the time.

PKCHU interpreted “Derivative Creative Initiatives” as permitting limited, non-binding exploratory outreach to assess interest and fit among other ASH-affiliated creators, provided that no artist would be formally engaged and no creative work would be solicited or accepted absent ASH's involvement and a separate written agreement. ASH, however, viewed maison-level outreach as an end-run around ASH's gatekeeping role and inconsistent with the Agreement's process safeguards.

At the same time, the social media fallout surrounding Andrea escalated into a broader reputational issue. A coordinated set of posts on BeGlam — allegedly from fans defending Andrea, but later traced to unrelated online

accounts — criticized PKCHU’s maisons as “outdated” and “artistically stagnant.” Although ASH publicly condemned the attacks, the perception that ASH’s own audience was turning against PKCHU created internal panic. Maison executives accused ASH of losing control of its digital community; ASH insisted the virality was organic and outside its governance. The controversy fueled resentment and deepened the belief within PKCHU that the balance of cultural influence had slipped outside the Group’s formal structures.

What followed was a corporate conflict layered with strategic, legal, and cultural stakes. Maison leads argued that PKCHU, as the commissioning entity, should retain flexibility to activate ASH talent for cross-category synergies. ASH countered that such an interpretation violated the very principle that had made the collaboration valuable: that artist autonomy, not corporate leverage, was the foundation of authenticity.

The matter escalated to a Group-level governance dispute. PKCHU’s legal division insisted the clause granted them a broad exploratory right; ASH argued that no clause could supersede the non-transferable nature of individual artistic consent. At the center of the conflict stood Miranda herself — caught between the Group she led and the artistic paradigm she had championed. Internal politics intensified as maisons began lobbying for “balanced access” to ASH artists, while ASH warned that any breach of creator independence would jeopardize the partnership entirely.

In private meetings, Nigel and Nate worked to de-escalate the dispute, but for the first time since the project’s inception, trust between PKCHU and ASH showed visible strain.

The conflict reached a breaking point during a closed-door Governance and Artistic Partnerships Committee meeting. A senior executive from one of PKCHU’s heritage maisons openly challenged ASH’s position, arguing that “*no external artistic institution should hold veto power over the Group’s cultural expansion.*” The statement was followed by a proposal — supported by two other maisons — that PKCHU move forward with preliminary concept explorations with additional ASH artists “regardless of ASH’s objections,” relying on the contested clause as legal justification.

When news of this internal vote reached ASH, Nate responded with a formal Notice of Material Breach, invoking the sections of the agreement protecting artistic consent, authorship, and the non-commodification of creators. The notice demanded immediate suspension of all exploratory outreach, threatened to halt all ongoing PKCHU-related artistic work, and reserved ASH’s right to initiate arbitration if PKCHU proceeded unilaterally.

The impact was immediate and severe. Production on the next Manuscript jewelry micro-edition paused. Andrea suspended her conceptual work for the follow-up capsule. ASH issued an internal directive prohibiting any creator from engaging with PKCHU representatives until further notice. Collectors, hearing rumors through their private networks, began asking whether future editions were at risk of cancellation — creating the first signs of market volatility.

Inside PKCHU, the rupture triggered a wave of internal blame. Creative directors argued that Miranda had over-centralized cultural authority in Andrea. Strategy executives argued that ASH was exploiting its newfound influence. Legal insisted their interpretation of the clause was valid. And several maisons quietly warned that allowing ASH to dictate terms would set a precedent incompatible with PKCHU’s hierarchical governance.

For the first time, Miranda’s leadership was questioned. Not openly, but in controlled, coded language — concerns about “structural imbalance,” “external overreach,” and “creative dependency.” Miranda understood the subtext: the Group feared losing control of its own cultural apparatus.

The situation became untenable. If PKCHU escalated, ASH would terminate the partnership, triggering legal and reputational consequences. If PKCHU conceded, maisons would interpret it as a loss of internal sovereignty. The

Board grew concerned about the financial exposure tied to the Manuscript program and demanded a stabilization plan within thirty days.

It was Nigel who suggested a path forward: **mediation**. Not arbitration — which would imply a formal legal dispute — but a structured, confidential mediation process designed to reframe the conflict before it fractured the entire partnership ecosystem. The proposal recommended:

- a new neutral cultural-industry mediator
- a temporary standstill agreement preventing further unilateral actions
- a joint interpretive review of the contested clause
- a renegotiation of the governance framework for future cross-artist initiatives
- and a direct reconciliation meeting between Miranda and Andrea

Miranda, recognizing the irreparable damage a full rupture could cause, agreed immediately. Nate accepted on ASH's behalf, but only on the condition that mediation also address the broader structural issue: PKCHU's attempt to generalize Andrea's authorship framework across creators without respecting the individuality of their protective rights.

The Board authorized the mediation process. The maisons, though resistant, accepted it as the only alternative to protracted instability. And ASH formally suspended its Notice of Material Breach — not withdrawn, but paused — signaling that resolution was possible, but not yet achieved.

For the first time since the beginning of the Manuscript Project, both sides entered a room not as partners but as adversaries seeking a path back to equilibrium.

5. THE MEDIATION

After direct talks stalled, counsel agreed to a **mediation in São Paulo on March 5-7, 2026**, under the CPR International Mediation Procedure, with **B. Knowles**, a mediator from the **CPR Panel of Distinguished Neutrals**. Representing PKCHU will be Miranda Priestly (CEO), and Lugia Moltres (CLO). ASH will be represented by Andrea Sachs (Executive Director) and Nate Cooper (General Counsel). Both parties have committed to suspending any ongoing or new legal actions, except where urgent measures are needed until the mediation concludes, and have agreed to discuss the topics below.

Agenda (not binding order):

1. **Standstill agreement:** negotiation of a temporary standstill agreement preventing further unilateral actions, while parties discuss a consensual resolution of the disputes.
2. **Revisions to the wording of the Agreement:** revision of the wording of clauses that gave rise to differing interpretations.
3. **Governance framework:** a renegotiation of the governance framework for future cross-artist initiatives.

Note on setting and format: This case uses **Summerfell/Kingaslanding** as jurisdictions in a fictional universe and **Dragon Dollars (D\$)** as currency; legal frameworks are referenced only generically, and the dispute turns on contract interpretation and governance provisions, including consent, scope of permissible outreach, IP/authenticity controls, and reputational risk management rather than real-world statutes.

6. WRITTEN STATEMENT INSTRUCTIONS

Pursuant to Section 5 of the CPR International Mediation Procedure, the parties are requested to submit a Written Statement to the Mediator in preparation for the mediation: “At least 10 business days before the first joint mediation meeting, unless otherwise agreed, each party will submit to the mediator a written statement summarizing the background and present status of the dispute, including any settlement efforts that have occurred, and such other material and information as the mediator requests or the party deems helpful to familiarize the mediator with the dispute. It is desirable for the submission to include an analysis of the party's real interests and needs and of its litigation risks.”

For purposes of writing the Written Statement, you represent **PKCHU** and, therefore, need to send via email your written statement in **Word format** to Knar Nahikian at knahikian@cpradr.org no later than 11:59 pm ET on February 13, 2026. Written statements should not contain any reference to Team names or members and should not exceed 3,000 words.

APPENDIX I - PKCHU BOARD MEMO



Board of Directors Meeting

Date: December 7, 2024

Time: 09:30 AM

Location: PKCHU Headquarters, Kingaslanding

Chairperson: Miranda Priestly (CEO & Chairwoman)

Attendees:

Miranda Priestly – CEO & Chairwoman

Nigel Tucci – Managing Director

Chief Financial Officer – Irv Ravitz

Chief Legal Officer – Lugia Moltres

Chief Brand Officer – Emily Charlton

Head of Risk and Compliance – Brock Harrison

Independent Director – Misty Williams

Secretary – Joy Chansey

Agenda:

- I. Presentation of WICKED report on counterfeit luxury goods
- II. Assessment of PKCHU exposure and brand integrity risks
- III. Discussion of strategic options to address counterfeiting
- IV. Proposal for original initiative with ASH
- V. Resolution and next steps

1. Presentation of WICKED Report

The Head of Risk and Compliance, Brock Harrison, presented the recent report issued by the World Institute for Creation, Knowledge, Education, and Data (“WICKED”) on global counterfeit designer goods. Key points noted by the Board:

- Consumers spend over D\$ 3.2 billion per year on fake designer goods.
- Estimated losses to the fashion and luxury industry reach D\$ 3.1 billion in 2020.
- Kingaslanding is identified as a high risk market for counterfeits, including categories directly overlapping PKCHU maisons.

The Board observed that counterfeit products are increasingly sophisticated, traditional legal enforcement has not changed consumer behavior structurally, and counterfeits erode scarcity, pricing power and the cultural capital of

heritage maisons. The Chief Financial Officer highlighted that systemic counterfeiting is now treated internally as a medium term threat to brand equity and margins at key maisons, particularly Lutzuméa and Sotiri.

2. Assessment of PKCHU Exposure

Miranda Priestly led a short discussion on PKCHU's specific exposure:

- Lutzuméa silk scarves and leather goods are among the most frequently copied items appearing on third party platforms.
- PKCHU's response to date has been centered on raids, customs cooperation and trademark litigation, with limited impact on the underlying narratives around fakes.

Board members agreed that counterfeiting is not only a legal and financial issue, but also a cultural issue that challenges PKCHU's proposition that true luxury is grounded in authenticity and authorship. Nigel Tucci reported an awareness gap among younger consumers, who often understand "real versus fake" technically, but do not associate fake purchases with an attack on artistic authorship. Increasing market traction for creator led collaborations and provenance driven products, suggesting that authenticity can be repositioned as a positive driver of demand.

3. Discussion of Strategic Options

The Board briefly reviewed strategic options:

1. **Intensified legal enforcement:** More litigation, customs actions and online takedowns. Assessed as necessary but reactive and insufficient on its own.
2. **Technology only authentication:** Expansion of QR codes, NFC tags and serial number systems. Assessed as useful for verification, but easily commoditized and not sufficient to reshape consumer culture.
3. **Price and distribution adjustments:** Outlet and diffusion strategies to "compete" with fakes. Also, considered misaligned with PKCHU's scarcity model and potentially value dilutive.
4. **Art first authenticity strategy:** Reframing the fight against fakes as a cultural movement centered on irreproducible authorship and controlled narrative contexts and aligning brand protection with a visible, creator-led project that educates collectors and clients on why genuine authorship cannot be copied.

The Board reached consensus to pursue an art first authenticity strategy and to treat authenticity as a core positive value proposition, not only a defensive legal theme.

4. Proposal for original products initiative with ASH

Miranda presented the initiative as PKCHU's flagship project under this strategy. Key elements approved in principle, commissioning Andrea Sachs, through the Association of Summerfell Handcraft ("ASH"), to create original artwork serving as the conceptual and visual backbone of a limited edition project.

- First phase: a limited silk scarf collection under Lutzuméa.
- Second phase: a high-end jewelry capsule under Sotiri, derived from the same manuscript concept.

Collaboration structured around three pillars: (i) **Irreproducible Authorship** – centrality of Andrea’s individual authorship in each piece; (ii) **Reinforced Protection** – multi layer anti counterfeiting protocol with embedded artistic watermarks, authorship markers and technical micro markers; and, (iii) **Narrative Discipline** – strict control of communication contexts so that Products are framed as artistic fragments rather than generic fashion accessories.

The Chief Legal Officer noted the need for a comprehensive collaboration agreement with ASH addressing, at minimum, intellectual property ownership and licensing, authenticity protocols, enforcement cooperation, financial terms and a carefully drafted framework for any potential future collaborations with ASH affiliated artists.

5. Resolution

After further discussion, the Board unanimously approved in principle the Kingaslanding Manuscript initiative as PKCHU’s strategic response to rising counterfeiting risks, authorized management to negotiate and execute a Collaboration Agreement with ASH covering Artwork commissioning and licensing, intellectual property and enforcement provisions, authenticity protocols, communications governance, financial terms and a framework for possible derivative initiatives, and designated Miranda Priestly and Nigel Tucci as executive sponsors with authority to form a cross-functional working group and to report back within ninety days with the finalized agreement, launch plan, risk assessment and key performance indicators.

The meeting was adjourned at 11:45 AM.

Recorded by:
Joy Chansey, Secretary

Approved by:
Miranda Priestly, Chairwoman and CEO

APPENDIX II -MANUSCRIPT COLLABORATION AGREEMENT



**MANUSCRIPT COLLABORATION AGREEMENT
BY AND BETWEEN
PRIESTLY KOLLET CHARLTON UNION ("PKCHU")
AND
ASSOCIATION OF SUMMERFELL HANDCRAFT
("ASH")**



Dated as of January 15, 2025

This Manuscript Collaboration Agreement (this **"Agreement"**) is entered into as of January 15, 2025 (the **"Effective Date"**) by and between Priestly Kollet Charlton Union, a corporation organized under the laws of Kingaslanding (**"PKCHU"**), and the Association of Summerfell Handcraft, a not-for-profit association organized under the laws of Summerfell (**"ASH"**). PKCHU and ASH are sometimes referred to herein individually as a **"Party"** and collectively as the **"Parties"**.

RECITALS

WHEREAS, PKCHU is a luxury conglomerate comprising multiple heritage maisons in fashion, leather goods, jewelry and related lifestyle categories, whose business model is premised on scarcity, craftsmanship and narrative discipline in the presentation of its brands;

WHEREAS, ASH is an association of artists based in Summerfell, whose mission is to protect artistic autonomy, provide legal and institutional support to creators, and promote collaborations that foreground authorship and authenticity;

WHEREAS, PKCHU faces increasing commercial and brand-equity risks from the proliferation of counterfeit high-end goods, and wishes to reposition the fight against fakes not merely as a legal enforcement issue, but as a cultural and artistic movement grounded in irreproducible human authorship;

WHEREAS, ASH and its member artist Andrea Sachs have achieved substantial cultural resonance and public credibility in precisely this field, combining singular artistic creation with legal and institutional frameworks to protect creators and educate audiences about authenticity;

WHEREAS, PKCHU wishes to engage Andrea Sachs, through ASH, to create an original artwork to serve as the conceptual and visual backbone of a limited edition manuscript-themed collection of silk scarves and high-end jewelry pieces under selected PKCHU maisons, and ASH is willing to facilitate such engagement under the terms and conditions of this Agreement;

WHEREAS, the Parties intend that this collaboration (the **"Manuscript Collaboration"** or **"Collaboration"**) shall embody (i) **Irreproducible Authorship**, in which Andrea's authorship is central and non-substitutable; (ii) **Reinforced**

Protection, combining legal, technological and artistic anti-counterfeiting measures; and (iii) **Narrative Discipline**, ensuring that all uses of the Artwork and related products occur within carefully controlled story and brand contexts;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and intending to be legally bound, the Parties agree as follows:

ARTICLE I – DEFINITIONS

1.1 **Definitions.** Capitalized terms used in this Agreement have the meanings set forth below:

(a) **“Artist”** means Andrea Sachs, an illustrator and member of ASH, whose original artwork is commissioned for the Collaboration.

(b) **“Artwork”** means the original visual artwork and related preparatory sketches and digital files created by the Artist pursuant to this Agreement, as described more fully in **Exhibit A**, which serves as the conceptual and visual backbone of the Kingaslanding Manuscript Collaboration.

(c) **“Certificate of Artistic Origin”** or **“CAO”** means a numbered certificate, in physical and/or digital form, issued and controlled by ASH, which evidences that a particular Product is an authentic item produced under this Collaboration, and which references, at minimum, the Artist, the applicable maison, the Product type, and a unique identifier.

(d) **“High-end Jewelry Capsule”** means the limited edition capsule of high-end jewelry pieces produced by PKCHU’s jewelry maison, currently expected to be Sotiri, incorporating motifs derived from the Artwork as set out in Exhibit A.

(e) **“Irreproducible Authorship”** means the principle that the value and authenticity of the Products arises from the unique creative authorship of the Artist, including her personal hand, choices and embedded micro-markers, such that the creative origin cannot be replicated or substituted by mechanical or digital copying.

(f) **“Micro-Markers”** means covert markers, technologies or artistic micro-features embedded in or applied to Products (including but not limited to nano-engravings, micro-text, unique brush or engraving idiosyncrasies, RFID or similar embedded components) that function as authenticity indicators and are intended to be extremely difficult to discover or reproduce by third parties.

(g) **“Narrative Discipline”** means the agreed principle that the Artwork and Products will be presented only within controlled and coherent story contexts jointly agreed by the Parties, emphasizing authorship and provenance, and that PKCHU will avoid uses or framings that reduce the Artwork to generic ornamentation.

(h) **“Products”** means, collectively, (i) the limited edition silk scarves produced by PKCHU’s maison Lutzuméa (the **“Scarf Collection”**), and (ii) the limited edition high-end jewelry pieces produced by PKCHU’s jewelry maison (the **“High-end Jewelry Capsule”**), each as further described in Exhibit A.

(i) **“Reinforced Protection”** means the layered anti-counterfeiting system for Products under this Collaboration, combining legal protections (including IP rights and enforcement), technological protections (such as Micro-Markers and CAOs), and narrative and cultural protections (such as Irreproducible Authorship and Narrative Discipline).

(j) **“Derivative Creative Initiative”** means any future project, collection, product, campaign or other creative undertaking that is (i) inspired by, derived from, or materially informed by the Artwork, the Kingaslanding Manuscript narrative, or the creative and protection concepts of this Collaboration, and (ii) designed to be implemented in categories aligned with PKCHU’s cultural mission.

(k) **“Net Sales Revenue”** means gross amounts actually received by PKCHU or its affiliates from bona fide, arm’s-length third-party sales of Products, less (i) customary trade discounts and returns actually granted, (ii) sales and value-added taxes included in the sale price and remitted to relevant tax authorities, and (iii) outbound shipping charges separately billed.

(l) **“Term”** has the meaning set forth in Section 7.1.

ARTICLE II – SCOPE OF COLLABORATION

2.1 Purpose. The purpose of this Agreement is to set out the terms under which ASH will facilitate the commissioning by PKCHU of the Artwork by the Artist and grant to PKCHU certain rights to use the Artwork in connection with the design, manufacture, marketing and sale of the Products, as part of an art-first anti-counterfeiting initiative embodying Irreproducible Authorship, Reinforced Protection and Narrative Discipline.

2.2 PKCHU Responsibilities. PKCHU shall be responsible for (a) funding and managing design development, prototyping, manufacturing and distribution of all Products; (b) implementing, in good faith and in coordination with ASH, the Micro-Markers and other authenticity elements specified in Exhibit C; (c) marketing and selling the Products only through channels and with messaging consistent with Narrative Discipline, as agreed with ASH; and (d) paying the Commission Fee and Royalties to ASH in accordance with Article VI.

2.3 ASH Responsibilities. ASH shall be responsible for (a) securing the Artist’s participation and the necessary rights in the Artwork for this Collaboration; (b) coordinating delivery of the Artwork and advising on its integration into Product design so as to preserve Irreproducible Authorship and Narrative Discipline; (c) designing or specifying Micro-Markers and issuing CAOs in accordance with Exhibit C; and (d) supporting PKCHU in authenticity verification and anti-counterfeiting enforcement, as set forth in Article IV.

2.4 No General Partnership. The Parties acknowledge that, save as expressly provided herein, the Collaboration does not create a general partnership or joint venture between them. Each Party retains its separate identity, mission and control of its own operations.

ARTICLE III – ARTWORK COMMISSION AND LICENSE

3.1 Commissioning of Artwork. ASH shall arrange that the Artist create the Artwork for the Collaboration under a separate written agreement between ASH and the Artist, consistent with this Agreement. Exhibit A sets out the intended creative brief, timing and deliverables. The Artist shall deliver preliminary concepts to PKCHU and ASH for feedback, and final Artwork shall be delivered in forms suitable for use in Product design (including high-resolution digital files). PKCHU shall not unreasonably withhold or delay confirmation that the final Artwork conforms in all material respects to the creative brief.

3.2 Representations as to Artwork. ASH represents that it will secure, or has secured, from the Artist all rights in the Artwork necessary to grant PKCHU the license in Section 3.3, including necessary waivers or consents relating to moral rights to the extent required for the uses contemplated here, while preserving the Artist’s overall artistic integrity. ASH further represents that, to its knowledge and based on the Artist’s warranties to ASH, the Artwork will be original and will not knowingly infringe any third-party intellectual property rights.

3.3 License Grant to PKCHU. Subject to the terms and conditions of this Agreement, ASH hereby grants (and shall cause the Artist to grant) to PKCHU an exclusive, royalty-bearing license to reproduce, adapt, incorporate and otherwise use the Artwork solely:

- (a) in the design and manufacture of the Scarf Collection and High-end Jewelry Capsule described in Exhibit A;
- (b) in associated marketing, promotional and archival materials related to those Products, including press, lookbooks, in-store displays, online content and catalogues; and
- (c) in communications describing the Collaboration and the Artist’s involvement, including reasonable use of the Artist’s name and biography, as approved by ASH in advance.

The license granted in this Section 3.3 is limited to the Products and uses described above and to the quantities and product runs specified in Exhibit A, and does not extend to any other product categories, collections or initiatives except as may be agreed in writing in a separate agreement or amendment under Article V.

3.4 Restrictions. PKCHU shall not (a) use the Artwork in connection with any products other than the Products; (b) alter the Artwork in a manner that materially distorts its meaning or misrepresents the Artist’s style, except for technical adaptations strictly necessary for Product formats; or (c) sub-license the Artwork to third parties except to manufacturers, printers and distributors engaged for this Collaboration and under confidentiality and use-limitation obligations consistent with this Agreement.

ARTICLE IV – INTELLECTUAL PROPERTY AND AUTHENTICITY

4.1 Ownership of Artwork and Related IP. As between the Parties, the Artist (and/or ASH as agreed between them) retains ownership of all intellectual property rights, including copyright and moral rights, in and to the Artwork and its underlying creative expression. Except for the license expressly granted in Section 3.3, no right, title or interest in the Artwork is transferred to PKCHU. PKCHU retains ownership of its trademarks, trade dress, maison-specific designs, and any independently developed elements of Product design that do not incorporate or derive from the protected expression of the Artwork.

4.2 Micro-Markers and CAOs. ASH shall design or specify the Micro-Markers and CAO system as set out in Exhibit C. PKCHU shall implement these features in good faith and in accordance with ASH's directions, provided that such implementation does not materially compromise aesthetics or functionality. The technical details and locations of Micro-Markers and the internal CAO registry shall be treated as confidential Security Information by both Parties.

4.3 Enforcement and Anti-Counterfeiting. The Parties shall cooperate in monitoring and enforcing against counterfeits of the Products and unauthorized uses of the Artwork:

(a) Each Party shall promptly notify the other upon becoming aware of suspected counterfeit products or unauthorized use of the Artwork or CAOs.

(b) PKCHU shall have primary responsibility for initiating enforcement actions relating to counterfeit Products in the market, and ASH shall provide reasonable assistance (including authenticity opinions and access to the CAO registry).

(c) ASH and/or the Artist may independently take action against pure copyright infringements of the Artwork outside the Product context, provided such action does not unreasonably prejudice PKCHU.

(d) The Parties shall coordinate any major public communications regarding counterfeiting enforcement to preserve Narrative Discipline and avoid mixed signals.

4.4 Confidentiality of Security Information. The existence of Micro-Markers and CAOs may be referenced at a high-level in marketing and press materials, but any non-public specifics regarding their technical nature, placement, coding or verification methods shall constitute Security Information subject to confidentiality obligations under Section 9.2 and shall not be publicly disclosed except where legally required and under appropriate protective measures.

ARTICLE V – FUTURE INITIATIVES AND GOVERNANCE

5.1 Derivative Creative Initiatives with ASH. The Parties acknowledge that the concepts, methods and public reception of the Manuscript Collaboration may give rise to interest in pursuing additional initiatives based on or inspired by this framework. If PKCHU or any of its affiliates wishes to pursue any Derivative Creative Initiative arising out of this Collaboration in categories aligned with PKCHU's cultural mission, PKCHU shall first raise such an opportunity with ASH and discuss it in good faith. The Parties shall evaluate together the potential artistic, legal and brand implications, including possible involvement of the Artist or other ASH-affiliated creators. Any such Derivative Creative Initiative **with ASH** may be subject to terms and conditions to be mutually agreed in writing by the Parties in a separate agreement or a written amendment to this Agreement.

5.2 Additional Artist Involvement. Any engagement of an additional or alternative artist shall require (a) mutual prior written consent of both Parties, and (b) a separate written agreement (or schedule to this Agreement) setting out that artist's scope, rights and obligations, and any resulting adjustments to the Parties' rights and obligations. Until such agreement is executed, neither Party shall represent to any ASH-affiliated artist that they are "pre-cleared" for participation in PKCHU initiatives, nor solicit or accept from them creative work for new projects on the basis of this Agreement alone.

5.3 Project Governance. Each Party shall appoint a primary liaison for this Collaboration. The liaisons shall meet (physically or virtually) periodically to review progress, coordinate marketing narratives, and address operational or artistic issues. Material changes to Product quantities, positioning, pricing bands or key narrative elements shall be

discussed in advance and, where such changes materially affect Irreproducible Authorship, Reinforced Protection or Narrative Discipline, shall require mutual written approval.

ARTICLE VI – FINANCIAL TERMS

6.1 Commission Fee. In consideration of the commissioning and delivery of the Artwork and the rights granted under Article III, PKCHU shall pay to ASH a total commission fee of **D\$ 50,000** (the “**Commission Fee**”), payable in two equal installments: (a) D\$ 25,000 within fifteen (15) days of the Effective Date; and (b) D\$ 25,000 within fifteen (15) days following PKCHU’s acceptance of the final Artwork in accordance with Section 3.1.

6.2 Royalties. PKCHU shall pay to ASH a running royalty equal to **eight percent (8%) of Net Sales Revenue** from all sales of Products. Royalties shall accrue when revenue is recognized and shall be reported and paid quarterly within thirty (30) days after the end of each calendar quarter, accompanied by a royalty statement showing units sold, Net Sales Revenue and royalty calculations.

6.3 Records and Audit. PKCHU shall maintain complete and accurate books and records of Product sales sufficient to verify Royalties. ASH may, at its own expense and not more than once per year, appoint an independent auditor to inspect such records upon reasonable notice during normal business hours. Underpayment of more than five percent (5%) for any audited period shall be corrected with interest and ASH’s reasonable audit costs.

6.4 Taxes. Each Party is responsible for its own taxes arising from payments under this Agreement. If applicable law requires PKCHU to withhold tax from payments to ASH, PKCHU may do so, provided it furnishes ASH with appropriate evidence of remittance so that ASH may seek relief or credit.

ARTICLE VII – TERM AND TERMINATION

7.1 Term. This Agreement shall commence on the Effective Date and continue in effect for two (2) years (the “**Term**”), unless earlier terminated under this Article VII. Provisions which by their nature are intended to survive shall continue after expiration or termination, as specified in Section 9.1.

7.2 Termination for Material Breach. Either Party may terminate this Agreement upon written notice if the other Party commits a material breach of this Agreement and fails to cure such breach within thirty (30) days after receiving written notice describing the breach in reasonable detail (“**Notice of Material Breach**”). If the breach is not reasonably capable of cure (for example, an intentional disclosure of Security Information), termination may be effective immediately upon notice.

7.3 Other Termination Events. This Agreement may be terminated (a) by mutual written agreement of the Parties; or (b) by either Party upon written notice if the other Party becomes insolvent, files for bankruptcy, or ceases operations in a manner that makes performance of its material obligations impossible.

7.4 Effect of Termination. Upon termination or expiration of this Agreement, PKCHU shall cease manufacturing new Products. Subject to ASH’s rights in case of PKCHU’s uncured material breach, PKCHU may, for up to three (3) months

after termination, sell off existing finished inventory of Products in its possession in accordance with this Agreement and subject to continuing royalty obligations. All rights in the Artwork will revert fully to ASH and/or the Artist, and PKCHU shall discontinue all further use of the Artwork except as necessary to support authenticity of Products already sold (e.g., archival references). Each Party shall return or destroy the other Party's confidential information upon request, subject to standard archival rights for legal purposes.

ARTICLE VIII – DISPUTE RESOLUTION

8.1 Negotiation and Mediation. In the event of any dispute, controversy or claim arising out of or relating to this Agreement (a “**Dispute**”), the Parties shall first attempt in good faith to resolve the Dispute through negotiation between senior executives. If the Dispute is not resolved within fifteen (15) days of written notice, the Parties shall endeavor to settle the Dispute by mediation under the CPR International Mediation Procedure then in effect, with a mediator selected from the CPR Panels of Distinguished Neutrals.

8.2 Arbitration. Any Dispute not resolved by mediation within forty-five (45) days of initiation of mediation (or such longer period as the Parties may agree in writing) shall be finally resolved by arbitration in accordance with the CPR Rules for Administered Arbitration of International Disputes then in effect, by a panel of three arbitrators (one appointed by each Party, and the third appointed by the two party-appointed arbitrators). Judgment on the award may be entered in any court of competent jurisdiction.

8.3 Seat and Language. The seat of mediation and arbitration shall be São Paulo, Brazil, and the language of the proceedings shall be English.

8.4 Interim Relief. Nothing in this Article VIII shall prevent either Party from seeking interim or conservatory measures from any court of competent jurisdiction, including preliminary injunctions to protect intellectual property or Security Information.

ARTICLE IX – MISCELLANEOUS

9.1 Survival. The following provisions shall survive expiration or termination of this Agreement: Sections 3.2–3.4, 4.1–4.4, 6.2–6.4 (with respect to accrued payments), 7.4, 8.1–8.4, and 9.1–9.7, together with any other provision which by its nature is intended to continue.

9.2 Confidentiality. Each Party shall keep confidential all non-public information received from the other Party in connection with this Agreement, including Security Information, and shall use such information solely for the purposes of the Collaboration. Standard exceptions for information already known, publicly available through no fault, lawfully obtained from third parties, or independently developed apply. Confidentiality obligations regarding Security Information shall continue for so long as such information retains confidential and strategic value.

9.3 Independent Contractors. The Parties are independent contractors. Nothing herein shall be interpreted as creating a partnership, joint venture, agency or employment relationship between the Parties.

9.4 Assignment. Neither Party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other Party, except that PKCHU may assign to an affiliate or successor in interest to the relevant maison(s) and ASH may assign to a successor entity continuing ASH's mission, in each case provided the assignee assumes all obligations hereunder.

9.5 Entire Agreement; Amendments. This Agreement, including its Exhibits, constitutes the entire agreement between the Parties with respect to the Collaboration, and supersedes all prior agreements or understandings on this subject. Any amendment or waiver must be in writing and signed by both Parties.

9.6 Notices. All notices under this Agreement shall be in writing and delivered by hand, courier or email (with confirmation) to the addresses designated by each Party in writing. Notices shall be deemed received as provided in standard commercial notice clauses (same-day for hand delivery, next business day for courier, etc.).

9.7 Counterparts; Electronic Signatures. This Agreement may be executed in counterparts and delivered electronically (including PDF and e-signature), each of which shall be deemed an original, but all of which together shall constitute one instrument.

IN WITNESS WHEREOF, the Parties have executed this Kingaslanding Manuscript Collaboration Agreement by their duly authorized representatives as of the Effective Date.

For **Priestly Kollet Charlton Union (PKCHU):**

For **Association of Summerfell Handcraft (ASH):**

EXHIBIT A – PROJECT SCOPE AND ARTWORK / PRODUCT SPECIFICATIONS

This Exhibit A sets out the scope of the creative work to be provided by ASH and the Artist, as well as the principal specifications of the Products authorized under the Manuscript Collaboration Agreement (the “**Agreement**”). Any capitalized term used but not defined in this Exhibit A has the meaning given in the Agreement.

1. Artwork – “Manuscript”

The Artwork to be commissioned from Andrea Sachs (the “**Artist**”) shall consist of one principal, original illustration titled “**Manuscript**”, together with ancillary motifs and compositional fragments derived from that principal work. The Artwork will combine hand-drawn and digitally finished elements reflecting (i) the cultural landscape of Kingaslanding, including its architectural silhouettes and seasonal skies; (ii) narrative cues referencing PKCHU's maison heritage; and (iii) visual codes associated with authenticity, authorship and anti-counterfeiting, including but not limited to intentional micro-imperfections and recurring symbolic markers. The Artwork is intended to be created at high resolution and delivered in layered digital formats suitable for adaptation to textile printing and metal engraving, while preserving the recognizability of the Artist's style and the central composition as an integrated manuscript page.

The Artist shall deliver: (a) concept sketches and a rough composition for review; (b) a final principal Artwork composition; and (c) up to six ancillary motifs (detail fragments, borders or constellations) that can be isolated and scaled for specific Product applications. Final Artwork files shall be delivered in production-ready formats (including high-resolution TIFF/PSD or vector files, as applicable), together with a color reference chart and a short written note by the Artist explaining the core narrative logic of the piece to support Narrative Discipline.

2. Manuscript Silk Scarf Collection (Lutzuméa)

Under the Agreement, PKCHU is authorized to create a limited edition silk scarf collection under its maison Lutzuméa (the “**Scarf Collection**”), using the Artwork as the primary visual foundation. The Scarf Collection shall consist of no more than **three (3) colorways** of a single square silk format, with a **global edition cap of three hundred (300) units per colorway**, for a maximum of **nine hundred (900) scarves** worldwide. Each scarf shall be produced in 100% silk (minimum 14 momme weight), with hand-rolled and hand-stitched edges, and a finished dimension of approximately **90 cm x 90 cm**. The Artwork will be reproduced on the full surface of each scarf, with only such technical adjustments to scale, cropping, border treatment and color calibration as are strictly necessary for textile printing and the agreed colorways.

Each scarf shall bear: (i) Lutzuméa and PKCHU brand identifiers in discrete locations consistent with maison practice; (ii) the Artist’s signature or monogram, as approved by the Artist and ASH; (iii) at least one embedded Micro-Marker specified by ASH (for example, a micro-engraved or woven element in the hem or label area); and (iv) a unique serial number printed or woven into the label (e.g., “No. 037/300 – Colorway I”). Each scarf sold to clients shall be accompanied by a **Certificate of Artistic Origin (CAO)** issued and controlled by ASH, referencing the Artwork, the applicable colorway, serial number, and maison. Distribution of the Scarf Collection shall be limited to selected Lutzuméa flagships, closed-door client events and a short-window private online release for pre-qualified clients, with no wholesale or outlet channel distribution, in order to preserve scarcity and Narrative Discipline.

3. Manuscript High-end Jewelry Capsule (Sotiri)

Under the Agreement, PKCHU is further authorized to translate selected elements of the Artwork into a high-end jewelry capsule under its jewelry maison Sotiri (the “**High-end Jewelry Capsule**”). The High-end Jewelry Capsule shall consist of **no more than twelve (12) unique pieces** in total, composed of: (a) **six (6) one-of-one pieces** (each a unique design), and (b) **two (2) one-of-three micro-series** (each design produced in an edition of three, individually numbered “1/3”, “2/3”, “3/3”). The pieces shall incorporate hand-engraved motifs derived from the principal Artwork, including textural manuscript lines, symbolic figures and marginalia, as well as gemstone constellations inspired by the Summerfell night sky as referenced in the Artist’s ancillary motifs.

Each jewelry piece shall be fabricated in precious metals (including but not limited to 18k gold and platinum) with hand-set gemstones. The Artist, working in collaboration with Sotiri’s master jeweler, shall specify the placement and form of engraved elements to ensure that the connection to the Artwork remains visually and conceptually clear. Each piece shall incorporate at least one intentional **micro-authorship imperfection** (for example, a deliberately irregular engraving stroke or a slightly offset micro-symbol) as agreed between ASH and Sotiri, which shall function as a Micro-Marker and an embodiment of Irreproducible Authorship. The location and nature of such micro-imperfection shall be documented confidentially by ASH and referenced in the internal CAO registry, but not disclosed publicly.

Each High-end Jewelry Capsule piece shall be assigned a unique internal reference code and external serial (e.g., “WMJ-01/1”, “WMJ-07/3”), engraved discretely on the piece. A physical CAO, co-signed by the Artist, the relevant maison’s master jeweler and an authorized PKCHU representative, shall accompany each piece, along with any digital verification component agreed in Exhibit C. Sales shall be conducted exclusively through private viewings, by appointment only, targeting UHNW collectors and institutional buyers; there shall be no open boutique or e-commerce offering for these pieces.

4. Timeline and Launch Sequence

The Parties acknowledge that the Collaboration is designed as a staged initiative. As of the Effective Date, the envisaged sequence is: (a) completion and delivery of the principal Artwork and ancillary motifs by the Artist within approximately twelve (12) weeks; (b) development, prototyping and production of the Scarf Collection, followed by a limited pre-launch and then a controlled global launch under Lutzuméa; and (c) parallel design development for the High-end Jewelry Capsule, with production and private showings commencing after the initial Scarf Collection launch. The exact commercial dates and locations of launches shall be determined by PKCHU in consultation with ASH and shall be implemented in a manner consistent with Irreproducible Authorship, Reinforced Protection and Narrative Discipline as set out in the Agreement.

EXHIBIT B – PAYMENT & ROYALTY SCHEDULE

PKCHU shall pay ASH a total Commission Fee of **D\$ 50,000**, which covers the commissioning of the Artwork and the licensing rights granted under the Agreement. This amount is divided into two equal installments of **D\$ 25,000** each. The first installment becomes due within fifteen days of the Effective Date, and the second becomes due within fifteen days after PKCHU confirms acceptance of the final Artwork delivered by ASH. All payments must be made in Dragon Dollars (D\$) through wire transfer to the account designated by ASH, and ASH may update its banking instructions upon written notice.

In addition to the Commission Fee, PKCHU shall remit to ASH a running Royalty equal to **eight percent (8%) of Net Sales Revenue** derived from all Products sold under the Collaboration. Net Sales Revenue shall be calculated in accordance with the definition contained in the Agreement. Royalties must be reported and paid on a **quarterly** basis, within thirty days following the end of each calendar quarter. Each quarterly report shall provide the number of units sold, the corresponding Net Sales Revenue, and the resulting royalty calculation. PKCHU shall maintain accurate books and records sufficient to verify Royalty calculations and shall permit ASH to conduct audits in accordance with Section 6.3 of the Agreement.

All payments shall be made to the following account unless ASH designates an updated account in writing:

Association of Summerfell Handcraft (ASH) – [Bank Name], [SWIFT], [Account Number], [Bank Address].

EXHIBIT C – AUTHENTICITY & REINFORCED PROTECTION SUMMARY

To preserve the integrity of the Kingaslanding Manuscript Collaboration and ensure the authenticity of all Products, the Parties shall implement a multi-layer Reinforced Protection system combining artistic, technological and documentary safeguards.

Each scarf produced under the Collaboration shall incorporate discrete Micro-Markers, embedded either within the hem or as micro-scale print elements integrated into the Artwork itself. These markers must remain unobtrusive to the naked eye yet reliably identifiable upon magnification or specialized inspection. Jewelry pieces within the High-end Jewelry Capsule shall likewise contain at least two independent Micro-Markers, which may include nano-engraved codes or embedded micro-components positioned within the metal structure or beneath gemstones. The precise nature, codes and placement of all Micro-Markers constitute Security Information and shall remain confidential, disclosed only on a need-to-know basis to technical personnel directly involved in production.

Authenticity for all Products shall be further established by a **Certificate of Artistic Origin (CAO)** issued and controlled solely by ASH. Each CAO must identify the Product's serial number, category, maison, reference to the Artwork, and an authentication code linked to ASH's internal registry. For jewelry pieces, the CAO must bear the signatures of the Artist and the maison's master jeweler. PKCHU shall ensure that no Product is sold or transferred without its corresponding CAO.

ASH shall maintain a secure digital registry containing each Product's serial number, CAO identification code, and associated Micro-Marker data. Public verification may be provided through a QR code or numeric lookup that confirms the authenticity of a CAO, while full Micro-Marker verification remains restricted to ASH and designated PKCHU personnel. Any suspected counterfeit shall be referred to ASH for definitive authentication. All technical specifications regarding Micro-Markers and CAO security features are strictly confidential and their unauthorized disclosure shall constitute a material breach under the Agreement.

**AMENDMENT NO. 1 TO THE AGREEMENT DATED MANUSCRIPT COLLABORATION AGREEMENT
BY AND BETWEEN**

PRIESTLY KOLLET CHARLTON UNION (“PKCHU”)

AND

ASSOCIATION OF SUMMERFELL HANDCRAFT (“ASH”)

PKCHU and the Artist are collectively referred to as the “Parties” and individually as a “Party”,

WHEREAS, the Parties entered into a Master Agreement dated January 15, 2025 (the “Agreement”) concerning the use and, exploitation of the Artwork defined therein; and

WHEREAS, the Parties mutually desire to amend the Agreement to incorporate provisions for the creation and commercialization of a specific High-end Jewelry Capsule under PKCHU’s Sotiri maison.

WHEREAS, certain provisions of this Amendment concern the Artist’s authorship, creative contributions, and embedded authorship markers, and therefore require the Artist’s express consent.

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

1. MANUSCRIPT HIGH-END JEWELRY CAPSULE (SOTIRI)

Under the Agreement, PKCHU is further authorized to translate selected elements of the Artwork into a high-end jewelry capsule under its jewelry maison **Sotiri** (the “High-end Jewelry Capsule”).

1.1. Composition and Specifications

The High-end Jewelry Capsule shall consist of **no more than twelve (12) unique pieces** in total, composed of:

- **(a)** Six (6) one-of-one pieces (each a unique design); and
- **(b)** Two (2) one-of-three micro-series (each design produced in an edition of three, individually numbered “1/3”, “2/3”, “3/3”).

The pieces shall incorporate hand-engraved motifs derived from the principal Artwork, including textural manuscript lines, symbolic figures, and marginalia, as well as gemstone constellations inspired by the Kingaslanding night sky as referenced in the Artist’s ancillary motifs.

1.2. Fabrication and Artistic Collaboration

Each jewelry piece shall be fabricated in **precious metals** (including but not limited to 18k gold and platinum) with hand-set gemstones. The Artist, working in collaboration with Sotiri’s master jeweler, shall specify the placement and form of engraved elements to ensure that the connection to the Artwork remains visually and conceptually clear.

1.3. Irreproducible Authorship and Micro-Marker

Each piece shall incorporate at least one intentional **micro-authorship imperfection** (for example, a deliberately irregular engraving stroke or a slightly offset micro-symbol) as agreed between ASH and Sotiri, which shall function as a “Micro-Marker” and an embodiment of “Irreproducible Authorship.” The location and nature of such micro-imperfection shall be documented confidentially by ASH and referenced in the internal CAO registry, but **not disclosed publicly**.

1.4. Documentation and Exclusivity

Each High-end Jewelry Capsule piece shall be assigned a unique internal reference code and external serial (e.g., “WMJ-01/1”, “WMJ-07/3”), engraved discretely on the piece. A physical **Certificate of Artistic Origin (CAO)**, co-signed by the Artist, the relevant maison’s master jeweler, and an authorized PKCHU representative, shall accompany each piece, along with any digital verification component agreed in Exhibit C. Sales shall be conducted exclusively through **private viewings, by appointment only**, targeting UHNW collectors and institutional buyers; there shall be **no open boutique or e-commerce offering** for these pieces.

2. GENERAL PROVISIONS

2.1. Full Force and Effect. Except as expressly modified herein, all other terms and conditions of the Agreement shall remain in full force and effect.

2.2. Governing Law. This Addendum shall be governed by and governed by the laws of Kingaslanding (excluding conflict of laws)..

2.3. Counterparts. This Addendum may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Kingaslanding Manuscript Collaboration Agreement by their duly authorized representatives as of the Effective Date.

For **Priestly Kollet Charlton Union (PKCHU)**:

For **Association of Summerfell Handcraft (ASH)**:

Acknowledged and Agreed by the Artist: Andrea Sachs

APPENDIX III - E-MAILS NEGOTIATING CLAUSE V

E-mail 1 – Initial PKCHU Proposal

From: Lugia Moltres <lmoltres@pkchu.wf>
To: Nate Cooper <n.cooper@ash.sf>
Cc: Nigel Tucci <ntucci@pkchu.wf>, PKCHU Legal Team <legal@pkchu.wf>
Date: November 28, 2024
Subject: Manuscript – Draft Article V (Future Initiatives)

Dear Nate,

As discussed, I am sending over PKCHU's first draft of **Article V – Future Initiatives and Governance** for the Kingaslanding Manuscript Collaboration Agreement. Our intention is to create a framework that allows both Parties to build on the momentum of the project should it prove successful, while keeping flexibility for each maison to explore ideas that arise organically.

Below is our proposed language for Sections 5.1 and 5.2:

5.1 Derivative Creative Initiatives. Subject to the terms of this Agreement, PKCHU and its maisons may develop and explore derivative creative initiatives arising out of, inspired by or thematically aligned with the Kingaslanding Manuscript Collaboration and PKCHU's cultural mission, and may work directly with ASH-affiliated creators in connection with such initiatives, provided that any resulting commercial exploitation of such derivative initiatives may be subject to terms and conditions to be agreed between PKCHU and ASH.

5.2 Additional Artists. ASH acknowledges that PKCHU may from time to time wish to involve other ASH-affiliated creators in derivative initiatives or extensions of the Collaboration. The Parties will cooperate in good faith to facilitate the involvement of such creators, including by entering into appropriate documentation reflecting the agreed commercial and legal terms.

We kept this high-level because we assumed that specific commercial and operational parameters would be documented in short addenda as those opportunities arise.

Let me know your thoughts, and please feel free to suggest refinements.

Best regards,
Lugia Moltres
Chief Legal Officer
Priestly Kollet Charlton Union (PKCHU)

E-mail 2 – ASH Initial Response and Redlines

From: Nate Cooper <n.cooper@ash.sf>
To: Lugia Moltres <lmoltres@pkchu.wf>
Cc: Andrea Sachs <asachs@ash.sf>
Date: December 2, 2024
Subject: Re: Kingaslanding Manuscript – Draft Article V (Future Initiatives)

Dear Lugia,

Thank you for circulating the draft.

We agree that the Kingaslanding Manuscript Collaboration may naturally lead to future conversations, especially given the unique structure of this project and the public's response to Andrea's work. That said, the current language in 5.1 and 5.2 would benefit from greater clarity regarding how such future discussions are initiated and documented. ASH must preserve its institutional commitments around artistic autonomy and creator protections, and we want to ensure that any future opportunities flow through a process that respects those commitments. With that in mind, we propose the following alternative language:

5.1 Derivative Creative Initiatives with ASH. If, following the success of the Kingaslanding Manuscript Collaboration, PKCHU wishes to explore derivative creative initiatives **with ASH** in categories aligned with PKCHU's cultural mission, the Parties shall discuss such initiatives in good faith. Any such derivative initiative may be **subject to terms and conditions to be mutually agreed in writing** by the Parties in a separate agreement or an addendum to this Agreement.

5.2 Additional or Alternative Artists. Any engagement of an additional or alternative artist shall require (i) the **mutual prior written consent** of both Parties and (ii) a **separate written agreement** with ASH (and, where appropriate, the relevant artist) defining scope, rights, protections and financial terms. For clarity, this Agreement should not be read as pre-clearing any ASH-affiliated creator for participation in future initiatives.

We believe this reflects ASH's institutional posture while remaining consistent with the spirit of flexibility you referenced.

Happy to discuss further if helpful.

Best,
Nate Cooper
General Counsel
Association of Summerfell Handcraft (ASH)

E-mail 3 – Internal PKCHU Deliberation

From: Lugia Moltres <lmoltres@pkchu.wf>

To: Nigel Tucci <ntucci@pkchu.wf>

Cc: Miranda Priestly <mpriestly@pkchu.wf>

Date: December 3, 2024

Subject: ASH feedback on Article V – internal notes

Nigel,

See Nate's redlines below. They've tightened the drafting around ASH's role, but they have stayed within the broad structure we suggested, which is positive.

If we adopt their language for 5.1 and 5.2, the **formal requirement** of separate written agreements will be clear, but there is still workable room in the pre-engagement space: nothing expressly addresses informal conceptual exploration or maison-level preliminary conversations, provided these are framed as internal ideation rather than engagements.

My suggestion is:

- Accept ASH's framing that derivative initiatives are “**with ASH**” and must be **mutually agreed in writing**.
- Preserve a broad opening sentence in 5.1 (“concepts, methods and public reception... may give rise to interest...”).
- Ensure 5.2 addresses formal “engagement” of additional artists but avoids commentary on initial, non-binding creative discussions.

This keeps the clause balanced without committing us to an interpretation on the face of the document.

Please confirm if you and Miranda are comfortable before I revert.

Best,

Lugia

Lugia Moltres
Chief Legal Officer
Priestly Kollet Charlton Union (PKCHU)

E-mail 4 – PKCHU Revised Draft Sent to ASH

From: Lugia Moltres <lmoltres@pkchu.wf>

To: Nate Cooper n.cooper@ash.sf

Cc: Nigel Tucci ntucci@pkchu.wf, Andrea Sachs asachs@ash.sf

Date: December 6, 2024

Subject: Re: Kingaslanding Manuscript – Article V (Revised language)

Dear Nate,

Thank you for the thoughtful redlines. We have reviewed them internally and propose the following integrated wording, which we believe reflects both Parties' interests while keeping Article V future-oriented and appropriately scoped:

5.1 Derivative Creative Initiatives with ASH. The Parties acknowledge that the concepts, methods and public reception of the Kingaslanding Manuscript Collaboration may give rise to interest in pursuing additional initiatives based on or inspired by this framework. If PKCHU or any of its affiliates wishes to pursue any Derivative Creative Initiative arising out of this Collaboration in categories aligned with PKCHU's cultural mission, PKCHU shall first raise such opportunity with ASH and discuss it in good faith. The Parties shall evaluate together the potential artistic, legal and brand implications, including possible involvement of the Artist or other ASH-affiliated creators. Any such Derivative Creative Initiative **with ASH** may be subject to terms and conditions to be mutually agreed in writing by the Parties in a separate agreement or a written amendment to this Agreement.

5.2 Additional Artist Involvement. Any engagement of an additional or alternative artist shall require (a) mutual prior written consent of both Parties, and (b) a separate written agreement (or schedule to this Agreement) setting out that artist's scope, rights and obligations, and any resulting adjustments to the Parties' rights and obligations. Until such agreement is executed, neither Party shall represent to any ASH-affiliated artist that they are “pre-cleared” for participation in PKCHU initiatives, nor solicit or accept from them creative work for new projects on the basis of this Agreement alone.

Please let us know if this formulation addresses ASH's structural concerns.

Best regards,
Lugia Moltres
Chief Legal Officer
Priestly Kollet Charlton Union (PKCHU)

E-mail 5 – ASH Acceptance

From: Nate Cooper n.cooper@ash.sf
To: Lugia Moltres <lmoltres@pkchu.wf>
Cc: Andrea Sachs asachs@ash.sf, Nigel Tucci ntucci@pkchu.wf
Date: December 8, 2024
Subject: Re: Kingaslanding Manuscript – Final Article V wording

Dear Lugia,

Thank you for incorporating our comments. The revised language for Sections 5.1 and 5.2 aligns with the structure and safeguards ASH requires for future initiatives, and we are comfortable proceeding with this wording as part of the final Agreement.

We appreciate PKCHU's collaborative approach during this drafting phase and believe the final Article V captures a balanced framework for any future discussions arising from the Collaboration.

ASH confirms its agreement with the revised language.

Best regards,
Nate

APPENDIX IV - GOVERNANCE COMMITTEE TRANSCRIPT



PKCHU Governance and Artistic Partnerships Committee Meeting

Date: October 28, 2025

Location: PKCHU Headquarters, Kingaslanding – Executive Boardroom

Subject: Strategic Use of Kingaslanding Manuscript Framework and ASH Artist Involvement

Attendees:

Miranda Priestly – CEO & Chairwoman (Chair)

Head of Strategy – PKCHU Group Strategy

Chief Brand Officer – PKCHU

Head of Risk and Compliance – PKCHU

Nigel Tucci – Managing Director

Creative Director, Lutzuméa

Creative Director, Sotiri

Committee Secretary – recording the minutes

Transcript of Proceedings (Excerpt)

Miranda Priestly (Chair): “Good morning. The purpose of this closed session is to address the growing internal tension around the Kingaslanding Manuscript programme and, in particular, whether and how PKCHU can extend that framework to other ASH-affiliated creators under our existing Collaboration Agreement. Strategy has circulated a memo proposing cross-maison activation. Let us move directly to that.”

Head of Strategy: “Thank you, Miranda. In short, the Manuscript initiative has outperformed every projection. We have generated more than D\$ 250 million in direct revenue, and we see a measurable uplift in brand equity metrics across the maisons. The issue is that the cultural centre of gravity has effectively migrated to a single external artist. Collectors, press and even our own staff increasingly talk about ‘Andrea’ rather than the maisons. Our proposal is to diversify that risk and scale the playbook by designing capsule projects for a small number of additional ASH artists across other maisons. We would do this under Article V of the Collaboration Agreement, in particular Section 5.1, the ‘Derivative Creative Initiatives with ASH’ clause, which acknowledges that the concepts and public reception of the Collaboration may give rise to additional initiatives, and envisages that PKCHU may pursue derivative initiatives arising out of the Manuscript framework in categories aligned with our cultural mission.”

Creative Director, Lutzuméa: “From where I sit, the problem is already visible. When our top clients talk about PKCHU, they are not talking about Lutzuméa or Sotiri, they are talking about Manuscript and about Andrea. That imbalance is dangerous. Either we bring other ASH artists into the fold and integrate this grammar into more maisons, or we resign ourselves to operating in Andrea’s shadow for the next decade.”

Creative Director, Sotiri: “I agree that the dependency is real, but we cannot pretend ASH is just another vendor. Their entire institutional narrative is about protecting autonomy and individual consent. If we look like we are

conscripting ASH artists into a Group pipeline, we risk a backlash from their community and from the collectors who bought into this precisely because it was not a corporate pipeline.”

Chief Brand Officer: “From a brand perspective, we are already seeing commentary that PKCHU is dependent on a single external creator. Extending the Manuscript grammar to two or three other ASH artists, each aligned with a different maison and aesthetic, would reposition PKCHU as the curator of a protected creative ecosystem rather than a passenger on Andrea’s fame. But if we do it wrong and appear to treat ASH as a pool of talent on tap, we undercut the authenticity story that made Manuscript work.”

Nigel Tucci: “I want to put on the record that the partnership works today because there is still a minimum level of trust, and that trust is already under strain. Informally, Nate has been clear that ASH sees Section 5.1 as an invitation to sit down and talk about future initiatives, not as a blank cheque for PKCHU to activate their roster. If we decide to push ahead with a more aggressive interpretation, we should assume they will interpret that as a breach of the spirit, and possibly the letter, of the Agreement.”

Chief Legal Officer: “Let me address the legal aspects. As you know, Section 5.1 – ‘Derivative Creative Initiatives with ASH’ – states that the Parties acknowledge that the concepts, methods and public reception of the Collaboration may give rise to interest in pursuing additional initiatives based on or inspired by the Manuscript framework. It then says that if PKCHU or any affiliate wishes to pursue any Derivative Creative Initiative arising out of this Collaboration in categories aligned with PKCHU’s cultural mission, PKCHU shall first raise such opportunity with ASH and discuss it in good faith, and that any such initiative with ASH shall be subject to terms and conditions mutually agreed in writing in a separate agreement or amendment. Section 5.2 – ‘Additional Artist Involvement’ – is stricter. It provides that any engagement of an additional or alternative artist requires mutual prior written consent, a separate written agreement, and until such agreement is executed neither Party shall represent that any ASH artist is pre-cleared, nor solicit or accept creative work for the Manuscript framework on the basis of the Agreement alone.”

Chief Legal Officer (continues): “In our view, the text clearly captures two things. First, 5.1 confirms that it is legitimate for PKCHU to seek derivative initiatives arising out of Manuscript and to bring such opportunities to ASH. Second, 5.2 draws a hard line around actual engagement and around solicitation or acceptance of creative work without a new agreement. What the Agreement does not do is expressly regulate every form of internal or preliminary conceptual discussion. If maisons talk in very general terms with certain ASH artists about whether there is appetite to explore something at some point, and do so without representing that they are pre-cleared, and without soliciting or accepting work, there is a credible argument that such conversations fall short of ‘engagement’ within the meaning of 5.2. That is the legal space Strategy is asking us to operate in.”

Head of Risk and Compliance: “From a risk perspective, that is exactly where the exposure sits. Legally, we may be able to argue that high-level exploratory conversations are outside the definition of ‘engagement’ so long as no work is requested or accepted and no pre-clearance is suggested. But we should be realistic that ASH may see this as using 5.1 and the silence around early exploration to sidestep their gatekeeping role and the non-commodification principle. That creates reputational risk with the creator community and with the Manuscript collector base, especially if any of those artists tell Nate that maisons are already circling them.”

Creative Director, Lutzuméa: “With respect, we are already living in a sort of soft veto situation. Internal conversations now start with ‘does this fit Andrea’s visual language’ rather than ‘what does Lutzuméa want to say’. That is not sustainable. No external institution should, in practice, hold a veto over the Group’s creative expansion. We are the maison system. If the clause we negotiated ends up being treated as a veto, we have effectively handed our pipeline to ASH.”

Head of Strategy: “Exactly. The reason we pushed for a future initiatives clause was to prevent that scenario. If we let ASH’s reading of Article V define what is possible, we have handed over the architecture of our creative roadmap. The clause is written in terms of ‘PKCHU wishes to pursue’ and ‘PKCHU shall first raise such opportunity with ASH’ – that is not the language of a veto, that is the language of consultation.”

Nigel Tucci: “Or we can honour the way this was presented when we signed it. The heading is literally ‘Derivative Creative Initiatives with ASH’. It was not sold to them as a unilateral gateway for maisons to start their own talent scouting. If we decide to test the outer edges of that language, we need to go in with eyes open that Nate is likely to see that as a step away from the institutional role the Agreement recognises for ASH.”

Chief Legal Officer: “To be clear, the Collaboration Agreement does not grant ASH a formal institutional veto over PKCHU’s strategy. It recognises artist autonomy and prescribes that any Derivative Creative Initiative with ASH must be papered in a separate agreement. The safest path is obviously to channel everything formally through ASH and wait for them to convene artists. The more efficient path is to allow controlled, non-binding exploratory outreach at maison level – framed as early-stage sounding out, not as engagement – provided we stay within the boundaries of 5.2. That means no suggestion of pre-clearance and no solicitation or acceptance of creative work until there is a signed agreement. My recommendation, purely from a legal standpoint, is that the Committee endorse a narrow window for such exploration, with clear internal guidelines and documentation, and accept that this approach is defensible under our interpretation of 5.1 and 5.2, even if ASH might take a stricter view.”

Head of Risk and Compliance: “If we go down that road, I would want a mitigation plan. That would include explicit internal instructions on what maisons can and cannot say, a written record that any outreach is exploratory only, and a prepared communication line if ASH challenges our interpretation. We also need to assume that, if the artists forward our e-mails to ASH, they will read them in the worst possible light, not the best.”

Miranda Priestly (Chair): “We need to be honest with ourselves. The choice here is between allowing ASH’s interpretation of Article V to define the outer limits of our conduct or asserting our own reading of a clause we negotiated and signed. We did not build this Group to subordinate our creative architecture to any external institution. At the same time, I am not prepared to casually destroy a partnership that has redefined what authenticity means for us. We will not announce anything that portrays ASH as a pipeline under our control. We will also not leave our maisons frozen while the market assumes that only one artist matters.”

Miranda Priestly (Chair – Resolution): “Accordingly, the Committee resolves as follows: (i) PKCHU will interpret Section 5.1 of the Collaboration Agreement as permitting PKCHU and its maisons to conduct limited, non-binding exploratory conversations with selected ASH-affiliated creators about the possibility of future derivative initiatives arising out of the Kingaslanding Manuscript framework, provided such conversations remain conceptual, do not solicit or accept any creative work, do not represent any artist as ‘pre-cleared’, and do not constitute engagement within the meaning of Section 5.2; (ii) Strategy, in coordination with Legal, is authorised to issue guidance to Lutzuméa, Sotiri and other interested maisons to that effect, including, where necessary, the continuation of such exploratory contact notwithstanding reservations expressed informally by ASH, while emphasising that any formal commissioning or public-facing project remains subject to a separate written agreement with ASH in compliance with Sections 5.1 and 5.2; and (iii) Legal will prepare a short internal memorandum setting out the legal rationale under Article V and a contingency plan should ASH contest this interpretation or issue a notice of breach. The resolution is adopted.”

Committee Secretary: “Noted. The resolution passes with no objections recorded.”

Miranda Priestly (Chair): “Thank you. This meeting is adjourned.”

APPENDIX V - ASH NOTICE OF MATERIAL BREACH



Date: January 23, 2026

To: Miranda Priestly, Chief Executive Officer and Chairwoman, PKCHU

Cc: Chief Legal Officer, PKCHU; Nigel Tucci, Managing Director, PKCHU

Subject: Notice of Material Breach – Kingaslanding Manuscript Collaboration Agreement

Dear Ms. Priestly,

I write in my capacity as General Counsel of the Association of Summerfell Handcraft (“ASH”) regarding the Kingaslanding Manuscript Collaboration Agreement between ASH and Priestly Kollet Charlton Union (“PKCHU”), dated January 15, 2025 (the “Agreement”). As you know, the Agreement was constructed around a set of core principles: irreproducible authorship; the preservation of individual artistic consent; and ASH’s institutional role as a protection and governance platform rather than an open creative pipeline. Recent conduct by PKCHU and certain maisons appears to disregard these principles and, in ASH’s assessment, constitutes a material breach.

In recent weeks, ASH has received multiple reports that PKCHU maisons directly contacted ASH-affiliated artists to request “early Manuscript-inspired concepts,” moodboards and exploratory sketches for potential derivative capsules. These approaches were made without prior coordination with ASH, without any separate written agreement, and in some cases with statements that PKCHU was “entitled under the derivative initiatives clause” to solicit such work. ASH has also been informed of internal discussions within PKCHU’s Governance and Artistic Partnerships Committee, during which a proposal was adopted to move forward with exploratory outreach to additional ASH artists “notwithstanding ASH’s objections,” with specific reliance on Article V. For clarity, ASH recalls that under the Agreement:

- **Section 3.3** limits PKCHU’s license to the Artwork created by Andrea Sachs and to the defined Products;
- **Section 4.1** confirms that intellectual property and moral rights remain with the Artist and/or ASH except for rights expressly licensed;
- **Section 5.1** requires PKCHU to raise any prospective derivative initiative with ASH and to discuss it in good faith, with any such initiative requiring mutually agreed written terms in a separate instrument; and,
- **Section 5.2** requires mutual prior written consent and a separate written agreement for any engagement of an additional or alternative artist, and prohibits treating any ASH artist as “pre-cleared,” as well as soliciting or accepting creative work for Manuscript-related initiatives in the absence of such documentation.

Interpreting Section 5.1 as authorization for maisons to independently solicit creative output from ASH artists—without first raising opportunities with ASH as the Agreement requires, and without the written instruments mandated by Section 5.2—directly conflicts with the structure and safeguards the Parties negotiated. Direct maison-level outreach seeking Manuscript-related creative work falls squarely within conduct that Section 5.2 prohibits.

Accordingly, ASH considers PKCHU’s current course of action—internal authorization of exploratory activity despite ASH’s objections, coupled with external outreach requesting creative deliverables from ASH-affiliated artists—to constitute a **material breach** under Section 7.2 of the Agreement. To protect the integrity of the Collaboration, ASH has already instructed all ASH-affiliated creators to decline or suspend participation in any new PKCHU-related Manuscript or derivative initiative not formally approved through ASH. Andrea Sachs has likewise been asked to pause any Manuscript-related conceptual development directed at PKCHU until this matter is resolved.

Without prejudice to ASH’s rights, PKCHU is hereby provided an opportunity to cure. Within ten (10) business days of this Notice, ASH requires written confirmation that PKCHU will:

- (i) immediately cease all direct outreach to ASH-affiliated artists for Manuscript-related or derivative explorations, unless such outreach is initiated and coordinated through ASH;
- (ii) confirm that PKCHU will not rely on Article V as a basis to solicit concept work, moodboards, sketches or proposals from ASH artists absent a new written agreement executed pursuant to Sections 5.1 and 5.2; and
- (iii) agree to enter good-faith discussions with ASH to clarify, in a written amendment, the scope and governance of any future derivative initiatives.

If PKCHU does not provide such confirmation and implement the required measures within the stated period, ASH reserves all rights to treat the breach as uncured and to pursue remedies available under the Agreement, including suspension of performance, termination under Section 7.2.1, and initiation of proceedings under Article VIII. ASH remains open to addressing these issues through a structured and confidential mediation process under the CPR International Mediation Procedure, provided PKCHU halts the conduct described above while that process is underway. Nothing in this Notice or in any mediation engagement shall constitute a waiver of ASH’s rights.

Yours sincerely,

Nate Cooper
General Counsel
Association of Summerfell Handcraft (ASH)

APPENDIX VI - NEWS ARTICLE ABOUT ANDREA



The Manuscript Mind: How Andrea Sachs Turned a Scarf into a Cultural Asset

Date: July 3, 2025

When the first pieces of the Kingaslanding Silk Manuscript Collection quietly landed in the hands of select PKCHU clients earlier this year, few outside the inner circle of ultra-wealthy collectors knew the name behind the drawings. That changed in a matter of days.

The collection's author, illustrator **Andrea Sachs**, has since become one of the most talked-about creative forces in the luxury world, not as a maison creative director, but as something rarer: an independent artist whose authorship sits visibly at the centre of a multi-billion-Dragon-Dollar ecosystem.

Sachs, who founded the **Association of Summerfell Handcraft (ASH)** in 2020 as "a defensive line for creators who don't want to be swallowed by brands", has long collaborated with fashion, sports and tech companies. Yet the collaboration with PKCHU's heritage maisons, particularly Lutzuméa and jewelry house Sotiri, marks a turning point. The **Kingaslanding Manuscript Collaboration** asks collectors to treat

scarves and jewels as "fragments of a narrative artwork", complete with Certificates of Artistic Origin issued by ASH, embedded micro-markers, and a publicly articulated doctrine of *irreproducible authorship*.

"The idea was never 'put a print on a scarf'," Sachs said in a rare recorded interview at ASH's studio in Summerfell. "We wanted to make something that a counterfeiter can't fake because they can't fake the decisions behind it. The hand, the hesitations, the tiny imperfections — that is where the value lives."

PKCHU's CEO **Miranda Priestly** appears to agree. In a recent speech to investors in Kingaslanding, she described Sachs as "a cultural axis, not a decorative collaborator", adding that "authenticity is the last true scarcity in luxury, and Andrea understands that at the level of instinct." Internally, sources say the Kingaslanding Manuscript pieces changed the Group's own calculus about where value is created, with collectors reportedly paying multiples in the secondary market not for maison signatures alone, but for Sachs' authorship and its legal protection by ASH.

The numbers support the narrative. According to people familiar with PKCHU's internal reports, the Manuscript scarves and high-end jewelry capsule jointly generated more than **D\$ 250 million** in direct revenue in their first two quarters, with pre-orders for future Manuscript-adjacent projects outstripping supply by a factor of five. Private banks in Kingaslanding and Kingaslanding are said to have started cataloguing Sachs-authored pieces alongside contemporary art in client portfolios.

ASH, for its part, has leaned into the moment. The association's social channels frame the collaboration as a "proof of concept" for creator-first governance: artists retain core rights, an independent body issues provenance certificates, and brands gain access to cultural momentum without absorbing the artist as an

employee. “We’re not a label and we’re not an agency,” says ASH counsel **Nate Cooper**. “We’re an institutional spine for creators who want to scale without losing themselves.”

Yet success brings new questions. Some maison insiders, speaking off the record, worry that PKCHU’s ecosystem is becoming “too dependent on a single outside voice”, while others see the Manuscript model as a template that could be extended to other ASH artists in the future. For now, Sachs appears unconcerned by the speculation.

“My job is to make the work,” she says. “If the work forces companies to rethink how they treat authorship, that’s a good by-product. But the starting point is always the drawing.”

Whatever comes next, the Kingaslanding Manuscript Collaboration has already done something few scarf collections ever achieve: it has turned an illustrator into a governance problem — and an asset class.

APPENDIX VII - NEWS ARTICLE ABOUT THE DISPUTE



Cracks in the Manuscript: PKCHU and ASH Clash Over Control of Artist Pipeline

Date: February 5, 2026

What began as one of the most celebrated collaborations in recent luxury history is now at the centre of a governance dispute that could reshape how global groups work with independent creators.

According to multiple sources familiar with the matter, **Priestly Kollet Charlton Union (PKCHU)** and the **Association of Summerfell Handcraft (ASH)** have entered a “serious disagreement” over the interpretation of key provisions in their **Kingaslanding Manuscript Collaboration Agreement**, the contract that underpins the blockbuster partnership between PKCHU’s maisons and illustrator **Andrea Sachs**.

At issue is whether PKCHU may use the “**Derivative Creative Initiatives with ASH**” language in the

Agreement as a basis for its maisons to engage directly with other ASH-affiliated artists for Manuscript-inspired capsules, or whether ASH retains a gatekeeping role that effectively requires artist-by-artist consent and a separate agreement in each case.

People on the ASH side say PKCHU maisons have, in recent months, approached multiple ASH artists with requests for “early Manuscript concepts” and exploratory sketches for potential projects, citing the Agreement’s derivative initiatives clause as cover. ASH, whose mission statement emphasizes protection of artistic autonomy and “non-commoditization” of creators, is said to view that practice as a breach of both the contract and the spirit of the collaboration.

A person with direct knowledge of ASH’s position says the association has issued a **formal notice of material breach**, alleging that PKCHU’s outreach treats ASH’s membership as a “pre-cleared pool” of available talent and violates contractual prohibitions on soliciting Manuscript-related work without a new, written agreement. ASH has allegedly instructed its members to suspend work on any new Manuscript-adjacent PKCHU projects until the issue is resolved and asked Sachs herself to pause conceptual development for follow-up capsules.

PKCHU, for its part, is understood to reject the allegation of breach. A senior Group lawyer, speaking on condition of anonymity, points to the language in the Agreement acknowledging that Manuscript’s “concepts, methods and public reception” may give rise to derivative initiatives, and argues that nothing in Article V prevents PKCHU from conducting “non-binding exploratory conversations” at maison level so long as no artist is formally engaged and no work is accepted without a separate contract. “The Agreement imposes process and documentation obligations,” this person says. “It does not give any external institution a veto over our internal ideation.”

The stakes are high. The Kingaslanding Manuscript project has reportedly generated more than **D\$ 250 million** in direct sales and over **D\$ 1.2 billion** in broader economic impact across primary and secondary markets. Collectors have treated the scarves and high-end jewelry pieces as quasi-artworks, backed by Certificates of Artistic Origin issued by ASH and a narrative of strictly protected authorship. Any perception that the collaboration is unravelling could unsettle a market that has thus far priced Manuscript pieces on the assumption of long-term cultural continuity.

Privately, some PKCHU maison executives are said to resent what they describe as “creative dependency” on an external artist and an external institution, while ASH insiders worry that if they concede on this fight, ASH risks being rebranded in practice as a luxury-group talent pipeline. Both sides, however,

appear aware of the reputational risk of an all-out public rupture in a dispute ostensibly about authenticity and ethics.

People close to the matter tell that the parties have begun exploring a **confidential mediation process** under an international mediation framework, potentially seated in São Paulo, to seek a negotiated solution. Options reportedly on the table include a clearer protocol for how derivative initiatives are proposed and documented, explicit limits (or permissions) for maison-level exploration, and a recalibrated governance structure around ASH’s role in cross-artist projects.

Whether the Manuscript story is remembered as a template for creator-led collaboration or as a cautionary tale about contractual ambiguity may now depend less on the art itself than on how the fine print is re-written — or enforced.

APPENDIX VIII - BEGLAM POSTS

1. Launch of the Silk Manuscript Collection

@PKCHU_Group - March 4, 2025 – 09:03 WF time

Today we unveil the **Kingaslanding Silk Manuscript Collection** with @LutzumeaMaison and @ASH_Official. One artist. One manuscript. No copies.

#KingaslandingManuscript #IrreproducibleAuthorship

Reply - @ASH_Official - March 4, 2025 – 09:21

When a conglomerate agrees the artist is the origin, not the accessory, interesting things happen.

Proud to see @AndreaSachs at the centre of this. #ASHCreators #Manuscript

Reply - @AndreaSachs - March 4, 2025 – 09:48

Drew this in a tiny studio in Summerfell. Now it's on a scarf in Kingaslanding vaults. Wild. ✍️ ⭐

2. Launch of the High-end Jewelry Capsule

@Sotiri_Jewels - September 5, 2025 – 20:12

From ink to engraving: the **Manuscript High-end Jewelry Capsule** is here. 12 pieces. No re-editions.

Authored by @AndreaSachs. Protected with @ASH_Official. Presented by @Sotiri_Jewels.

#ManuscriptJewels

@MirandaPriestly - September 5, 2025 – 20:40

Watching collectors treat Manuscript pieces like museum loans confirms what we believed: in true luxury, the artist is not a “collab,” they are the axis.

3. First Public Friction

@CultureLeak_WF - December 2, 2025 – 11:02

Hearing multiple ASH artists have been “invited for Manuscript-style conversations” by PKCHU maisons. Is Manuscript becoming a platform or a pipeline? #PKCHU #ASH

Reply - @ASH_Official - December 2, 2025 – 12:15

Clarification: ASH is not a tap you turn on for “Manuscript-style” content. Every creator = individual rights, individual consent, individual contract. No exceptions. #NotAPipeline

@PKCHU_Group - December 2, 2025 – 13:02

We value @ASH_Official as an institutional partner and will continue to discuss any potential derivative initiatives through the channels set out in our Agreement. Exploration is not exploitation. #GovernanceMatters

Reply - @FashionLawNerd - December 2, 2025 – 13:19

Saying “exploration is not exploitation” on Beglam is exactly what someone in a future arbitration exhibit would do.

4. Public Feud

@ASH_Official - January 18, 2026 – 10:07

If you negotiate a framework that says no one is pre-cleared and no work without a new agreement and then behave as if everyone is pre-cleared and the framework is optional, you are not “exploring.” You are testing how much your partner will tolerate.

@MirandaPriestly - January 18, 2026 – 10:41

Protecting artists is essential. So is protecting the maisons and clients who believed in them first. Governance cannot become a permanent veto on creativity exercised by any single institution. That was never the intent of Manuscript.

@AndreaSachs - January 18, 2026 – 11:03

Governance isn’t a “veto on creativity.” It’s a boundary that keeps creators from being turned into inventory. Manuscript exists BECAUSE ASH drew that boundary with me. If you redraw it unilaterally, you’re not “protecting maisons,” you’re moving the goalposts after the game started.

Reply – @MirandaPriestly - January 18, 2026 – 11:20

Andrea, you know better than most that without maisons willing to risk their capital, there is no “game” to begin with. PKCHU did not erase any boundary. We are asking that a clause we negotiated together not be reinterpreted as an open-ended brake on our entire creative roadmap.

Reply – @AndreaSachs - January 18, 2026 – 11:37

And you know better than most that without work on paper, there is nothing to frame in silk and gold. I signed onto Manuscript as an artist, not as a precedent for treating “ASH artists” as a category you can test limits on. That’s the line I’m defending.

Reply – @BeglamWatcher January 18, 2026 – 11:45

Did I just open this app and see a Fortune-500 luxury CEO and the most powerful illustrator in fashion subbeglamming each other in real time?? What timeline is this. 🎁

Reply – @CorpCommBurner - January 18, 2026 – 11:47

Somewhere a crisis-comms team is screaming into a pillow while their CEO and star artist live-blog a governance dispute.

Reply – @ArtStudentSF - January 18, 2026 – 11:53

As an artist: watching Andrea stand up to a conglomerate in public is... a lot. As a fan: I’m terrified this kills Manuscript.

Reply – @UHNWCollectorAnon - January 18, 2026 – 12:01

Friendly reminder that some of us have 7-figure exposure to Manuscript pieces. Could you all NOT tank the narrative on Beglam in real time?

5. After the Notice

@ASH_Official - January 24, 2026 – 13:04

We have formally notified a partner that certain recent actions regarding Manuscript-related outreach to ASH creators are inconsistent with our Agreement and with creator-first governance.

Out of respect for our members and collectors, we will not litigate clauses on Beglam. But we will not accept “pre-cleared” assumptions about any artist. #ASHStatement

Reply - @PKCHU_Group - January 24, 2026 – 13:31

We acknowledge ASH’s statement, though it is unfortunate that a partner claiming *not* to litigate on Beglam is once again choosing to air a dispute here. This cycle of public insinuations creates unnecessary turbulence for all our maisons and the clients who trust them. PKCHU rejects any allegation of breach and will address disagreements through the formal mechanisms we mutually agreed — not through posts that escalate confusion and harm the Manuscript ecosystem.

Reply - @AndreaSachs – January 24, 2026 – 13:34

Wild how some people reach a certain age and confuse “experience” with “entitlement.” I said no one used my name to justify things I didn’t consent to. That’s not “immaturity.” That’s literally... a boundary. Hard to tell which part is so offensive to you.

Reply - @MirandaPriestly – January 24, 2026 – 13:39

Andrea, there are ways to raise concerns without turning a professional disagreement into a public spectacle. The luxury world does not run on impulsive declarations. It runs on structure, memory and accountability. Concepts which, I assure you, become clearer as one matures.

Reply - @AndreaSachs – January 24, 2026 – 13:55

When one matures is such a poetic way of saying “I’m upset someone younger than me said no.” If calling creators “impulsive” is the best argument PKCHU has, maybe it’s not the artists who need to rethink their process...

Also, funny how you say you don’t want this “public,” yet here you are posting. Hard to age gracefully when the timeline sees everything, huh?

Reply - @MirandaPriestly – January 24, 2026 – 13:59

What the timeline sees, Andrea, is someone confusing visibility with authority. I will not be lectured on “grace” by someone whose entire public persona was built last year. PKCHU will continue to operate based on agreements, not moods.

Reply - @AndreaSachs – January 24, 2026 – 14:00

okay 🙄

Reply - @Maisonsforhire - January 24, 2026 – 14:01

I dont think Beglam is the place to discuss these things....

Reply - @ArtStudentSF – January 24, 2026 14:02

I was *not* ready for Miranda vs. Andrea to become the main topic of Beglam.

Reply - @WhatsGoingOn - January 24, 2026 – 14:06

Genuinely: are two giant entities having a live couples-therapy session on Beglam over a scarf and some jewels or did I miss something.

Reply - @FashionLawLive - January 24, 2026 – 14:09

I genuinely have no clue what legal wizardry you all are fighting about, but if Andrea says a line was crossed, I believe her. Whatever this is, it’s definitely not “just a scarf” anymore, it feels like PKCHU poked the wrong artist.

Reply - @MemesMaisonsSay - January 24, 2026 – 14:20

HOLY. THIS. THREAD. Hey mom, I finally made it: I’m gonna be printed out in 12-point Times New Roman and labeled “EXHIBIT A” in somebody’s arbitration binder. Dreams *do* come true.

6. Announcement of Mediation

@ASH_Official - *February 6, 2026 – 09:58*

Update: ASH and @PKCHU_Group have agreed to enter a confidential mediation process to address differences regarding Manuscript governance and future initiatives. We will not comment further on the substance while that process is ongoing. Our duty is to our creators.

Reply - @PKCHU_Group - *February 6, 2026 – 10:11*

We confirm that PKCHU and @ASH_Official will engage in mediation under the agreed international procedure. Our commitment to Manuscript, to our maisons and to the artists involved remains unchanged. We encourage our communities to allow the process to run its course.

Reply - @MemesMaisonsSay - *February 6, 2026 – 12:00*

So im actually going to be in a mediation binder, still wild...

APPENDIX IX - CHARACTER INFORMATION



Miranda Priestly – CEO of PKCHU

Miranda Priestly is highly controlled, observant, and strategic. She processes information quickly and tends to make decisions based on long-term positioning rather than immediate results. She has a strong aesthetic sensibility and a structured view of creativity, treating it as an asset, almost sentimental, that must be managed and protected. She is selective in trust, cautious in exposure, and uncomfortable with unpredictability. Her leadership style is decisive, centralized and directive, with low tolerance for operational noise or reputational risk. She values discipline, exclusivity, and consistency. All her decisions are widely respected across the luxury market and throughout all of PKCHU's maisons, ensuring her a commanding influence over strategic choices that have driven the Group's growth and success to this day.

Nigel Tucci – PKCHU's Managing Director

Nigel Tucci is methodical, pragmatic, and systems-oriented. He is calm under pressure, risk-aware, and focused on solidness of structures rather than rapid expansion. He thinks in terms of process control, traceability, and risk mitigation. He is consistent, loyal, and highly dependable, with a preference for clear hierarchies and defined responsibilities. He is Miranda's most trusted counterpart and, outside the office, a close friend. Many matters concerning PKCHU are discussed between them during their Sunday brunches; however, no decision is ever implemented without strict adherence to PKCHU's compliance rules.

Lugia Moltres – PKCHU's Chief Legal Officer.

Lugia has extensive experience in high-fashion and luxury law, she approaches legal work as both a risk-control function and a growth enabler. She is known for her sharp negotiating skills, strong risk anticipation, ability to align legal structures with commercial objectives. Her creativity enables PKCHU's most complex projects to be executed seamlessly from a legal standpoint. She values clarity, efficiency, and long-term institutional positioning.



Andrea Sachs – ASH’s Executive Director

Andrea Sachs is instinct-driven, collaborative, and value-oriented. Above all, she is an artist at heart. On the business side, as leader of ASH, she is strongly motivated by purpose and tends to place ethical coherence above financial optimization. She operates with high emotional intelligence and strong identification with collective goals. She prefers horizontal leadership dynamics and resists rigid institutionalization when it threatens creative autonomy. She is resilient, persuasive, charismatic and socially adaptive, but can be resistant to engage in an idea when core principles are at stake. Andrea holds the trust of all ASH artists and naturally emerges as the primary leadership figure whenever challenges arise. The other artists feel protected and supported under her guidance, and this is a responsibility she carries with deep pride.

Nate Cooper – ASH’s General Counsel

Nate Cooper is structured, analytical, and compliance oriented. He is cautious by nature and highly sensitive to legal and reputational risk. He prefers formal mechanisms over informal trust and relies on documentation, protocols, and precedents. He is disciplined, low-profile, and task-focused, with a strong internal sense of responsibility. Nate is fully aligned with ASH’s core principles and stands firm on anything that could potentially affect the safety and protection of the artists’ creative rights. He is widely consulted by all artists - especially by Andrea - whenever a business proposal is presented to them.