

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

Long-Term Restricted Stock Unit Awards to Certain Senior Leaders

On December 11, 2025, in connection with the Company's succession planning efforts, the Compensation Committee of the Board of Directors of G-III Apparel Group, Ltd. (the "Company") approved one-time grants of restricted stock unit awards ("RSU Awards") under the Company's 2023 Long-Term Incentive Plan to a group of key employees that the Company has identified as its next generation of key leaders, including Jeffrey Goldfarb, Executive Vice President, and Dana Perlman, Chief Growth and Operations Officer, and several other senior leaders.

The RSU Awards granted to Jeffrey Goldfarb and Dana Perlman had a grant date value equal to \$5,000,000.00 and \$2,000,000.00, respectively, subject to rounding down to the nearest whole share, and the number of RSUs subject to the RSU Awards were determined using the closing price of the Company's common stock on December 12, 2025.

The RSU Awards require five years of service before vesting – the RSU Awards cliff-vest 100% on the fifth anniversary of grant – and are subject to all other terms and conditions of the applicable award agreement.

The approval of the RSU Awards was the result of careful analysis, consideration, and intentional design by the Compensation Committee, in consultation with its independent compensation consultant. Under the leadership of the Company's current dedicated team of executives, the Company has successfully operated in fashion markets that are intensely competitive. To help ensure that this success continues into the future, the Company remains focused on succession planning and the retention and development of its next generation of key leaders. The Compensation Committee approved the RSU Awards as an important component of our talent retention strategy as follows:

- **Enhance Retention:** To ensure the continued dedication and retention of our Executive Vice President, Chief Growth and Operations Officer, and several other senior key leaders.
- **Reward Extraordinary Performance and Align Incentives:** To recognize and reward exceptional leadership by our key senior leaders for performance that results in substantial value creation for the Company and our stockholders beyond the scope of our regular incentive programs.

Given our focus on succession planning and retention of this next generation of leaders, the Company's other named executive officers, Morris Goldfarb, Neal Nackman and Sammy Aaron did not receive an RSU Award. Instead, the focus of the RSU Awards is to support retention of key next generation leaders and to allocate additional stock-based compensation to them to enhance alignment of their compensation with the Company's stockholders and the success of the Company by rewarding those key leaders who remain with the Company through the extended 5-year vesting period.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

10.1 [Form of Restricted Share Unit Agreement for RSU awards.](#)

104 Cover Page Interactive Data File (embedded within the Inline XBRL document).

EXHIBIT INDEX

Exhibit No.	Description
10.1	Form of Restricted Share Unit Agreement for RSU awards.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

SIGNATURE

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

G-III APPAREL GROUP, LTD.

Date: December 16, 2025

By: /s/ Neal S. Nackman

Name: Neal S. Nackman

Title: Chief Financial Officer

G-III APPAREL GROUP, LTD.
2023 LONG-TERM INCENTIVE PLAN
RESTRICTED STOCK UNIT AGREEMENT

AGREEMENT, made as of the 12th day of December, 2025, between G-III APPAREL GROUP, LTD. (the “Company”) and _____ (the “Participant”), pursuant to the G-III Apparel Group, Ltd. 2023 Long-Term Incentive Plan (the “Plan”). Capitalized terms that are used but not defined in this Agreement shall have the meanings given to them by the Plan.

1. Restricted Stock Unit Award. In accordance with the Plan, the Company hereby grants to the Participant _____ restricted stock units (“RSUs”). Each RSU represents the right to receive one share of the Company’s common stock (a “Share”), subject to the terms and conditions of this Agreement and the Plan.

2. Vesting Conditions. Participant’s right to receive the Shares covered by this Agreement shall become vested with respect to 100% of the Shares on December 12, 2030, subject to the Participant’s continuous employment or other service with the Company through the applicable vesting date.

3. Settlement of RSUs. If and when RSUs become vested, the Participant will have the right to receive a corresponding number of whole Shares from the Company in full settlement of such vested RSUs, unless the Committee shall decide to settle such award in cash, or a combination of Shares and cash, with any cash paid in lieu of Shares based on the Fair Market Value of such Shares on the vesting date. Such Shares will be issued and delivered in certificated or electronic form, or if applicable such cash paid, as soon as practicable after the applicable RSU vesting date (but not more than 90 days after such date and in no event later than March 15 of the year following the year in which the vesting date occurs), subject to any applicable tax withholding and other conditions set forth in the Plan, this Agreement and/or applicable law.

4. Termination of Employment or Service. Upon the termination of the Participant’s employment or other service with the Company, any unvested RSUs then covered by this Agreement shall be canceled and the Participant shall have no further rights with respect thereto. For the avoidance of doubt, in the event of a Change in Control, the provisions set forth in Article 9 of the Plan shall apply.

5. No Rights as a Shareholder. Other than any special dividends (which shall be credited with respect to the RSUs hereunder in accordance with Section 6.4 of the Plan), the Participant shall have no ownership or other rights of a stockholder with respect to Shares underlying the RSUs (including any right to receive regular annual dividends or to vote such Shares) unless and until such Shares are issued to the Participant in settlement of vested RSUs.

6. Tax Withholding. Prior to any settlement of vested RSUs, the Participant shall be required to pay or make adequate arrangements satisfactory to the Company for the payment of all applicable tax withholding obligations. The Participant hereby authorizes the Company to satisfy all or part of the amount of such tax withholding obligations by deducting such amount from cash compensation or other payments that would otherwise be owed to the Participant. The Committee, acting in its sole discretion and pursuant to applicable law, may permit the Participant to satisfy any such tax withholding obligations with Shares that would otherwise be issued to the Participant in settlement of vested RSUs, and/or with previously-owned shares of the Company’s common stock held by the Participant. The amount of the Participant’s tax withholding obligation that is satisfied in shares of the Company’s common stock, if any, shall be based upon the Fair Market Value of such shares on the date such shares are delivered or withheld.

7. Restrictions on Transfer. Except as otherwise permitted by the Committee acting in its discretion under the Plan, the RSUs and the Participant’s right to receive Shares in settlement of vested RSUs may not be sold, assigned, transferred, pledged or otherwise alienated or disposed of (except by will or the laws of descent and distribution), and may not become subject to attachment, garnishment, execution or other legal or equitable process, and any attempt to do so shall be null and void.

8. No Other Rights Conferred. Nothing contained herein shall be deemed to give the Participant a right to be retained in the employ or other service of the Company or any affiliate or affect the right of the Company and its affiliates to terminate or amend the terms and conditions of the Participant’s employment or other service.

9. Provisions of the Plan Control. The provisions of the Plan, the terms of which are incorporated in this Agreement, shall govern if and to the extent that there are inconsistencies between those provisions and the provisions hereof.

10. Successors. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

11. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and may not be modified except by written instrument executed by the parties.

12. Governing Law. This Agreement shall be governed by the laws of the State of Delaware, without regard to its principles of conflict of laws.

13. Counterparts. This Agreement may be executed in separate counterparts, each of which will be an original and all of which taken together shall constitute one and the same agreement.

G-III APPAREL GROUP, LTD.

By: _____

Participant