

## H.H. Brown Shoe Company Inc. Internet Policy

H. H. Brown Shoe Company, Inc. (HHB) strongly supports its retail partners who service, educate, diagnose and fit consumers with the ideal footwear for their particular needs. HHB recognizes that as an extension of your business the Internet is an important and viable distribution channel to sell products that satisfy the consumer. We believe that our distribution strategy must match the same standards utilized in our design, raw materials selection and product manufacturing to maximize our brand equity. This Internet Participation Policy ("Policy") is intended to ensure that as an extension of HHB, consumers continue to receive highest levels of customer service from you and the highest quality products from us.

In an effort to further these goals, effective January 1, 2016, only approved retailers, and only approved Internet sites may sell HH Brown products on the internet. The types of retailers and the process for becoming an approved internet retailer are outlined in this policy.

**HHB RESERVES, AND FULLY INTENDS TO EXERCISE, ITS UNILATERAL RIGHT TO REFUSE TO SELL ANY RETAILER THAT SELLS ANY HHB PRODUCTS ON THE INTERNET WITHOUT BEING AUTHORIZED TO DO SO, OR BY NOT COMPLYING WITH THIS POLICY. HHB WILL APPROVE ONLY THOSE RETAILERS IT DEEMS APPROPRIATE AS AUTHORISED RESELLERS OF ITS PRODUCTS ON THE RETAILER'S SITE(S).**

### I. Terms and Conditions of becoming an Authorized HHB Internet Retailer

Retailers wishing to sell any HHB products on the Internet must submit this written application, to become an HHB Authorized Internet Retailer. The application shall include submission of the proposed website to HHB for its review and approval. HHB will answer each application in writing (with an approval or denial). HHB may deny an application with or without cause and for any reason. HHB may also terminate any dealer's status as an "Authorized Internet Retailer," with or without cause, for any reason and at any time. HHB reserves the right to reject, in whole or in part, any website, web page, or any content of any website or web page, and to withdraw its approval for any material previously approved if, in the sole opinion of HHB, any content of such website or web page is or may be harmful to any of HHB's trademarks, the public perception of the logos, or the reputation of HHB or any of its other dealer's.

1. Retailer acknowledges that it is an HHB customer in good credit standing and has requested to have the below Internet site(s) approved by HHB for domestic shipments (within the United States of America). HHB may approve the site as submitted, or as agreed upon, after modification. Retailer agrees that it will not change the site server, the domain name, the Uniform Resource Locator (URL) or the general appearance of the site without notice to and prior approval of HHB.
2. Retailer acknowledges that HHB is the Proprietor of all rights in and to the various trademarks, trade names, commercial symbols, slogans, emblems, logos and insignia (collectively the trademarks) herein and does not and will not claim or represent that it has any right or interest in the trademarks. HHB hereby allows Retailer to use such trademarks as are appropriate to advertise and sell HHB shoes via the Internet, provided, however, that a) the trademarks shall remain the property of HHB; b) HHB shall provide the **only approved source** of images, video, audio and written copy for the Retailer's web page through **Internet Services Group** at [internetservice@hhbrown.com](mailto:internetservice@hhbrown.com).
3. **Authorized Internet Retailers will not sell on third-party market sites unless specifically approved by HHB to do so. Third-party market sites generally do not fit within HHB's distribution strategy because they do not allow for the reseller to communicate with, fulfill orders for, or accept payment directly from the consumer – all of which HHB believes is essential for the long-term success of the retailer relationship. HHB may – in its sole and unilateral discretion – designate certain resellers to sell on third-party market sites. However, HHB will not accept requests for approval to sell on third-party market sites.**
4. Retailer shall be responsible for:
  - a. Adherence to all of H.H. Brown's Standard Business Practices, current Policies and any other policies that H.H. Brown may adopt from time to time that can be found at [www.eservice.hhbrown.com](http://www.eservice.hhbrown.com).
  - b. Maintaining sufficient inventory to fill Internet orders promptly (unless Drop Shipment / Dynamic Feed applies).
  - c. Drop Ship / Dynamic Feed accounts, Retailer will have a ship and cancel, no backorders.
  - d. Be identifiable by the consumer during the purchase, payment and return process.
  - e. Communicate promptly, courteously and directly to the consumer regarding product and process questions, **unless specifically chosen to be a Reseller on a Third Party Market site.**

f. Maintain all consumer shipping information **unless specifically chosen to be a Reseller on a Third Party Market Site.**

5. Any assignment or other transfer by Retailer of any of its rights hereunder to any affiliate, parent, subsidiary or division of Retailer is expressly prohibited. Additionally, Retailer may not sell HHB products to consumers in an online auction environment or third-party Internet marketplace **unless specifically authorized.** Internet sites may not contain any pornographic or other offensive material deemed unsuitable by HHB.
6. Any expenses incurred in maintaining Retailer's web site and/or the HHB images therein shall be the responsibility of Retailer except that HHB will, from time to time, furnish to Retailer advertising content, through the **only approved source Internet Services Group** at [internetservice@hhbrown.com](mailto:internetservice@hhbrown.com) (art and copy of specific styles and other promotional materials) without charge. No outside source for the images, video, audio and written copy may be used without written permission by HHB.
7. Retailer agrees to indemnify and hold harmless HHB, its affiliates, divisions, officers, directors, employees and shareholders from all claims, damages or liabilities relating to the development, operation, maintenance and contents of Retailer's web site. The provisions of this Section shall survive the termination or expiration of this agreement.
8. Upon termination, all rights in and to the trademarks licensed hereunder shall terminate. Retailer shall eliminate HHB Brands from Retailer's web site and cease all Internet sales of HHB's products.

## II. Application to becoming an Authorized HHB Internet Retailer

### Applicant:

Account Name:

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Phone #:

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Principal's Name:

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Address:

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City, State, Zip:

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Web Address:

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E-mail:

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On which websites (including affiliate sites) do you intend to display the products?

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I have read the requirements of being an HHB Authorized Internet Retailer. I understand and agree to these requirements. **I UNDERSTAND THAT MY STATUS AS AN AUTHORIZED INTERNET RETAILER MAY BE REVOKED AT ANY TIME, FOR ANY REASON, WITH OR WITHOUT CAUSE.**

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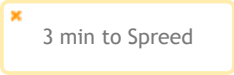
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BRAND	BRAND ACCESS REQUESTED	BRAND APPROVED	HHB INITIALS	ACCOUNT#
Bionica	<input type="checkbox"/>	_____	_____	_____
BOC	<input type="checkbox"/>	_____	_____	_____
BORN	<input type="checkbox"/>	_____	_____	_____
BUKS	<input type="checkbox"/>	_____	_____	_____
Carolina	<input type="checkbox"/>	_____	_____	_____
Comfortiva	<input type="checkbox"/>	_____	_____	_____
Corcoran	<input type="checkbox"/>	_____	_____	_____
EuroSoft	<input type="checkbox"/>	_____	_____	_____
Dexter Bowling	<input type="checkbox"/>	_____	_____	_____
Double-H Boots	<input type="checkbox"/>	_____	_____	_____
ISOLA	<input type="checkbox"/>	_____	_____	_____
Kork-Ease	<input type="checkbox"/>	_____	_____	_____
Matterhorn	<input type="checkbox"/>	_____	_____	_____
Nursemates	<input type="checkbox"/>	_____	_____	_____
Sofft	<input type="checkbox"/>	_____	_____	_____
Softspots	<input type="checkbox"/>	_____	_____	_____
Walkover	<input type="checkbox"/>	_____	_____	_____
Vintage	<input type="checkbox"/>	_____	_____	_____

Acceptance is on a Brand by Brand basis and depending on the Brand's individual needs. Approval by one Brand does not state or imply acceptance by any other Brand.

**Please return the completed application using the following method of your choice:**

- Mail to address:**  
**H.H. Brown Shoe Co., Inc.**  
**124 West Putnam Avenue**  
**Greenwich, CT 06830**  
**Attention: Internet Participation Administrator**
- eFax:**  
**+1 203 961 3937**
- Email:**  
[internetservice@hbbrown.com](mailto:internetservice@hbbrown.com)



Please allow four to six weeks for processing.