



**ROCKY BRANDS, INC. DOMESTIC E-BUSINESS APPLICATION**

<b>I. Applicant's Basic Information</b>	
1. Applicant Legal Name:	
2. DBA/Trade Name(s):	
3. Service Email Address: <i>(This email address will be used for notices related to this Agreement.)</i>	
4. Rocky Brands Account Number (if applicable):  <i>If you do <u>not</u> have a Rocky Brands account, go to Section II. If you <u>do</u> have a Rocky Brands account, skip Section II and go to Section III.</i>	
<b>II. Applicant's Additional Information</b>	
5. Primary Contact:	6. Title:
7. Applicant Physical Address:	8. Applicant Mailing Address (if different from Physical Address):
9. Telephone:	10. Fax:
11. Primary Contact Email:	
12. Entity Type: <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship	
13. State of Incorporation:	14. Year Incorporated:
15. DUNS:	16. EIN:
17. Resale Certificate Number:	18. Resale Certificate Issuing State:
<b>III. eCommerce and Company Operations</b>	
19. How long have you been engaged in ecommerce sales?	
20. Please identify all source(s) of the Rocky Brands products you are selling or intend to sell. <input type="checkbox"/> Purchase directly from Rocky <input type="checkbox"/> Purchase from Distributor(s) (list below) <input type="checkbox"/> Other (describe below)	
21. Do you store or intend to store your inventory of Rocky Brands products at a location other than the Applicant Physical Address identified above or the primary address on file with Rocky? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>If yes, please provide the address for all locations where such inventory is stored or will be stored.</i>	

22. Do you use any third-party fulfillment service or third-party logistics provider to store inventory or fulfill orders of Rocky Brands products (including any drop-shipping arrangement)? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>If yes, please identify the name(s) of the third-party fulfillment service and/or third-party logistics provider and describe the services provided.</i>	
23. Has the Applicant ever been a debtor in any bankruptcy, receivership, or other insolvency proceeding? <input type="checkbox"/> Yes <input type="checkbox"/> No	
24. Has any company in which any of the Applicant's principals hold an ownership interest ever been a debtor in any bankruptcy, receivership, or other insolvency proceeding? <input type="checkbox"/> Yes <input type="checkbox"/> No	
25. Are there any pending lawsuits involving the Applicant? <input type="checkbox"/> Yes <input type="checkbox"/> No	
<i>If you checked "Yes" in box 23, 24, or 25, please attach additional sheet(s) explaining these matters in detail.</i>	
<b>IV. Application for Website Approval</b>	
<b>Requested Websites:</b> Please identify all websites and mobile applications through which you wish to sell Rocky Brands products ( <i>one per line, exact spelling required</i> ). <i>Example: www.ABCStoreName.com</i>	<b>Rocky Brands, Inc. Use Only</b>
1.	<input type="checkbox"/> Approved <input type="checkbox"/> Declined
2.	<input type="checkbox"/> Approved <input type="checkbox"/> Declined
3.	<input type="checkbox"/> Approved <input type="checkbox"/> Declined
4.	<input type="checkbox"/> Approved <input type="checkbox"/> Declined

By submitting this Rocky Brands, Inc. Domestic E-Business Application (the "**Application**"), Applicant acknowledges that authorization to sell Rocky Brands products ("**Products**") on the Requested Websites is only granted once both Applicant and Rocky Brands, Inc. and its indirect and direct domestic subsidiaries (collectively, "**Rocky**") have executed the attached Rocky Brands, Inc. Domestic E-Business Agreement (the "**Agreement**").

Submitting this Application does not authorize Applicant to sell Products on the Requested Websites, and Rocky has no obligation to accept Applicant's request to sell Products on any or all of the Requested Websites.

If Applicant is approved to sell Products on any or all of the Requested Websites, Applicant agrees that it will abide by the terms in the Agreement with respect to any approved websites. Applicant indicates such agreement by signing the Agreement below.

## ROCKY BRANDS, INC. DOMESTIC E-BUSINESS AGREEMENT

This Rocky Brands, Inc. Domestic E-Business Agreement (the "Agreement") is by and between you ("Dealer," "you," "your") and Rocky Brands, Inc. and its indirect and direct domestic subsidiaries (collectively, "Rocky"). The "Agreement Effective Date" is the date that Rocky signs this Agreement after it has been signed by Dealer.

1. By entering into this Agreement, Dealer affirms its agreement to adhere to the currently effective Rocky Brands, Inc. Dealer Terms and Conditions for the United States, Rocky Brands, Inc. Indirect Dealer Terms and Conditions for the United States, or Rocky Brands, Inc. Distributor Terms and Conditions for the United States, as applicable to Dealer (the "Terms"). This Agreement supplements, amends, and is deemed incorporated into the Terms. Except as supplemented or amended pursuant to the terms and conditions in this Agreement, the Terms remain unchanged and in full force and effect as written. Unless otherwise defined herein, capitalized terms shall have the same meanings ascribed to them in the Terms.
2. The Terms prohibit the sale of Products on any publicly accessible website, online marketplace, mobile application, or other online forum without Rocky's prior written consent. Execution by Rocky of this Agreement constitutes Rocky's consent, and the various provisions in the Terms pertaining to such prohibition are deemed amended in order to effectuate such consent. **Subject to and to the extent provided by the terms and conditions herein, you may market for sale and sell the Products solely at the website(s) and/or mobile application(s) identified as approved by Rocky in the Application for Website Approval above (the "Website(s)").** Dealer shall not market for sale or sell Products on or through any other website, online marketplace, mobile application, or other online forum without Rocky's separate written consent.
3. Dealer is solely responsible for the functionality, display, and accuracy of the information represented on the Website. Dealer will ensure that the Website is in full compliance with this Agreement and hereby makes the following representations and warranties:
  - 3.1 The Website does not violate the laws, statutes, or regulations of any jurisdiction.
  - 3.2 The Website does not violate the rights of any third parties in any jurisdiction, including without limitation, copyright, trademark, trade secret, patent, privacy, or publicity rights.
  - 3.3 The Website does not include any material which is harmful, pornographic, abusive, hateful, obscene, threatening, or defamatory, or which encourages illegal activities, violence or racism or promotes software or services which deliver unsolicited mail, nor contain links to such websites through a direct link.
  - 3.4 Dealer owns and/or controls the URL of the Website.
  - 3.5 In all operations of the Website, you will be in and maintain compliance with all applicable privacy, accessibility, and data security laws, regulations and industry standards, including, but not limited to, applicable Payment Card Industry Data Security Standards.
4. The Website shall have a mechanism for receiving customer feedback, and Dealer shall use reasonable efforts to address all customer feedback and inquiries received in a timely manner. Dealer agrees to provide copies of any information related to customer feedback (including any responses to customers) regarding the Products to Rocky for review upon request. Dealer agrees to cooperate with Rocky in the investigation of any negative online review associated with Dealer's sale of the Products and to use reasonable efforts to resolve any such reviews. Dealer shall maintain all records related to customer feedback for a period of one (1) year following the creation or submission of such a record, to the extent legally permitted. Nothing in this paragraph shall be construed to require Dealer to disclose identifying information about its customers to Rocky.
5. Except where Dealer has entered into a drop-shipment arrangement with Rocky (or, with Rocky's prior written consent, an Authorized Distributor) whereby Rocky (or the Authorized Distributor) ships

Products on Dealer's behalf to customers who order Products through the Websites, under no circumstances shall Dealer permit orders to be fulfilled in any way that results in the shipped Product coming from stock other than Dealer's.

6. Anonymous sales are prohibited. Dealer's full legal name or registered fictitious name, mailing address, email address, and telephone contact must be stated conspicuously on the Website and must be included with any shipment of Products from the Website or in an order confirmation email sent at the time of purchase. The Website(s) must be confined to the specific approved domain name(s) and/or screen name(s) or storefront name(s). The Websites must not give the appearance that they are operated by Rocky or any third party. Furthermore, the Websites shall not make any statements or promises on behalf of Rocky.
7. At Rocky's request, you will cooperate in demonstrating and/or providing access to, and copies of, all web pages that comprise the Website.
8. In the operation of the Website, you acknowledge and agree that you are responsible for all rights and obligations applicable to you and your individual end users/customers in a privacy policy and any terms of use, terms of sale, other agreements or the like applicable to the Website or your sale of Products.
9. In your sales of Products from the Website, you acknowledge and agree that you are responsible for all fulfillment of orders to your individual customers, any applicable taxes associated with such individuals' purchases of Products, and any returns of Products.
10. Rocky grants Dealer a limited, non-exclusive, non-transferable license to display on the Website, subject to Rocky's written approval, certain Rocky trademarks and related logos, tag lines, text, graphics, logos, icons, and images ("Rocky Content") solely for purposes of performing marketing under this Agreement on the Website. Upon reasonable request, Rocky will provide Dealer with the necessary graphical representations and use explanations regarding the Rocky Content. Dealer acquires no right or interest in the Rocky Content except as a licensed user. The license granted through this Agreement does not in any way limit Rocky's right to use any of the Rocky Content online or elsewhere. Rocky reserves all other rights in and to the licensed subject matter and Dealer acquires no right, title, or interest therein by virtue of its use thereof. Rocky reserves the right to review any use or intended use of the Rocky Content at any time, without limitation. All goodwill arising from Dealer's use of Rocky Content shall inure solely to the benefit of Rocky or its licensors.
11. This license further includes a limited copyright license to use the Product descriptions, photographs, and graphic content ("Copyrighted Material") taken from the various Rocky website(s). This license does not include the grant of any right to copy or otherwise use product descriptions or other content appearing on other retailer websites. All intellectual property rights to the Rocky Content are the property of Rocky or its third party licensors. As a condition to the license granted herein, Dealer agrees that it will not copy, use, create derivative works from, publicly display, edit, modify, or distribute the Rocky Content in any way, except pursuant to the limited website use licensed herein. This license does not include the right to use Rocky Content within or as a domain name address regardless of whether the Rocky Content is used in whole, in part, or in conjunction with other terms. Rocky reserves all other rights in and to the licensed subject matter and Dealer acquires no right, title, or interest therein by virtue of its use thereof.
12. Dealer must not suggest or imply that the Website, or any advertisement, sponsored link, or any other online marketing used or paid for by Dealer is in any way related to any official brand website owned and operated by Rocky. Examples of prohibited phrases include, among others, "Official Muck Boots Headquarters", "Muck Boots Home", "Official XTRATUF Store", and "XTRATUF Boots Official Store".
13. Dealer must copy and distribute this Agreement to each of its employees who are involved in Internet sales and digital marketing. Dealer must establish policies and procedures that will ensure compliance with this Agreement and must take affirmative steps to ensure compliance with this Agreement.

14. Rocky shall have the sole, complete, and final discretion to decide whether the content of a particular Website, sponsored link, or online marketing violates this Agreement, or whether the Dealer has otherwise not complied with the Agreement. Any violation of this Agreement as determined by Rocky in its sole, complete, and final discretion may result in the suspension or termination of Dealer's authority to use the trademarks, to display the authorized images on its Website or to sell Products via the internet.
15. Rocky may terminate this Agreement and/or its approval for you to market and sell some or all Products on some or all Websites with written notice, and you must cease all such marketing and sales immediately upon receiving notice of such termination. On termination of your status as an Authorized Dealer, Authorized Indirect Dealer, or Authorized Distributor pursuant to the Terms, you must immediately cease all marketing and sales of Products on the Website and your authorization to use Rocky Content and Copyrighted Material as set forth herein is revoked.
16. For any Dealer with a Rocky Brands account, returns of Products by Dealer to Rocky will be handled in accordance with the Rocky Brands, Inc. Dealer Terms and Conditions for the United States or Rocky Brands, Inc. Distributor Terms and Conditions for the United States, as applicable to Dealer.
17. Indemnification. Subject to the terms and conditions set forth in this Agreement, Dealer ("Indemnifying Party") shall indemnify, hold harmless, and defend Rocky and its officers, directors, employees, agents, affiliates, successors, and permitted assigns (collectively, "Indemnified Party") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, that are incurred by Indemnified Party (collectively, "Losses"), arising out of or related to any third-party claim alleging:
  - a) breach or non-fulfillment of any provision of this Agreement by Indemnifying Party or Indemnifying Party's Personnel;
  - b) any negligent or more culpable act or omission of Indemnifying Party or its personnel (including any reckless or willful misconduct) in connection with the performance of its obligations under this Agreement; or
  - c) any failure by Indemnifying Party or its personnel to comply with any applicable federal, state or local laws, regulations, or codes in the performance of its obligations under this Agreement.
18. IN NO EVENT SHALL ROCKY OR ITS REPRESENTATIVES BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF THIS AGREEMENT, REGARDLESS OF: (A) WHETHER THE DAMAGES WERE FORESEEABLE; (B) WHETHER ADVISED OF THE POSSIBILITY OF THE DAMAGES; AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) ON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
19. Injunctive Relief. If there is a breach or threatened breach of Sections 1 through 15 of this Agreement, it is agreed and understood that Rocky shall have no adequate remedy in money or other damages and accordingly shall be entitled to injunctive relief and other equitable remedies; provided, however, no specification in this Agreement of any particular remedy shall be construed as a waiver or prohibition of any other remedies in the event of a breach or threatened breach of this Agreement. Except as otherwise provided, or as the Dealer and Rocky may otherwise agree in writing, no failure, refusal, neglect, delay, waiver, forbearance, or omission by Rocky to exercise any right(s) herein or to insist upon full compliance by Dealer with Dealer's obligations herein shall constitute a waiver of any provision or otherwise limit Rocky's right to fully enforce any or all provisions and parts thereof.
20. Rocky may modify this Agreement at any time with written notice to Dealer. If Dealer elects to continue offering for sale and selling the Products through the Website after actual or constructive receipt of

such notice, Dealer will be deemed to have accepted such modifications and the same shall thereupon become part of this Agreement. Dealer will be deemed to have constructive notice of such changes 30 days after the same are posted to Rocky's website. Dealer must provide an email address ("Service Email Address") which will be used to notify Dealer of any changes to this Agreement.

21. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof, nor shall it constitute a course of dealing and no waiver shall be effective unless made in writing. If any provision of this Agreement is held contrary to law, the remaining provisions shall remain valid.
22. This Agreement may not be assigned or transferred by Dealer without the prior written consent of Rocky. Rocky is entitled to assign this Agreement, in whole or in part, without Dealer's consent to any Rocky-affiliated company or to any entity to which Rocky sells, transfers, conveys, assigns, or leases all or substantially all of its rights and assets with respect to the development, production, marketing, or sale of the Products. This Agreement is intended for the benefit of the parties and their permitted assignees, and no other person will be entitled to rely upon this Agreement or be entitled to any benefits under this Agreement.
23. This Agreement, the Terms, and their attachments constitute the entire agreement between the parties regarding the contemplated transactions and supersedes all prior agreements and understandings between the parties relating to the sale of the Products online. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.
24. Dealer agrees that its relationship with Rocky shall be governed by the laws of the State of Ohio. Dealer and Rocky agree that the exclusive jurisdiction and venue of any action with respect to their relationship shall be in the state courts of Athens County, Ohio, or if there is federal jurisdiction, in the United States District Court for Southern District of Ohio. In the event of a breach or threatened breach of this Agreement by Dealer, Dealer is responsible for Rocky's attorneys' fees and costs associated with any lawsuit or other action necessary to obtain appropriate relief.
25. **Waiver of Jury Trial. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES EACH HEREBY IRREVOCABLY AND EXPRESSLY WAIVE ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY OR THE PARTIES' ACTIONS IN THE NEGOTIATIONS, ADMINISTRATION, OR ENFORCEMENT HEREOF OR THEREOF. THE PARTIES ACKNOWLEDGE THAT SUCH WAIVER IS MADE WITH FULL KNOWLEDGE AND UNDERSTANDING OF THE NATURE OF THE RIGHTS AND BENEFITS WAIVED HEREBY AND WITH THE BENEFIT OF ADVICE OF COUNSEL OF ITS CHOOSING.**
26. Sections that by their nature should survive termination of the Agreement shall survive, including, but not limited to Sections 10, 11, 12, 17, 19, 24, 25, and 26.

The parties have caused this Agreement to be executed in their respective names by their duly authorized representatives.

**ROCKY BRANDS, INC.,**

an Ohio corporation, on behalf of itself and its indirect and direct domestic subsidiaries

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature Date: \_\_\_\_\_

Dealer: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature Date: \_\_\_\_\_