Dear Dealer,

At Rocky Brands, Inc., we are committed to you — the Dealer partners who have helped our company provide tough, comfortable footwear that our customers need at an incredible value for nearly a century. To protect our brands and the integrity of our authorized distribution channels in the United States, Rocky Brands, Inc. and its indirect and direct domestic subsidiaries (collectively, "Rocky") are implementing an updated U.S. Authorized Seller Program for the Rocky®, Georgia Boot®, Durango®, Michelin®, Durango Leather Company®, XTRATUF®, The Original Muck Boot Company®, Ranger®, SlipGrips™, and other acquired licensed/owned brands, effective June 5, 2023.

Among other benefits, our updated Authorized Seller Program will continue to ensure that sellers of Rocky products understand and take the steps necessary to ensure product quality and provide the excellent customer service that is integral to the reputation of our brands. In addition, our updated Authorized Seller Program will assist us in identifying and taking action against unauthorized sellers that are harming you and consumers through the sale of damaged, diverted, or otherwise poor-quality products.

Your obligations under our updated Authorized Seller Program are outlined in the updated **Rocky Brands, Inc. Dealer Terms & Conditions for the United States**, which is attached for your review. You are expected to comply with the Dealer Terms & Conditions to be an "Authorized Dealer" of our products. The key features of the Dealer Terms & Conditions are noted below:

- **Permissible Customers**: Rocky is committed to maintaining the integrity of its authorized distribution channels and to stopping the diversion of our products to unauthorized sellers. To this end, you may sell Rocky products solely to end users and not to persons or entities who intend to resell Rocky products.

- **Ensuring Product Quality and Customer Satisfaction:** To ensure that the customers who purchase Rocky products have the best experience possible, the Dealer Terms & Conditions outlines our expectations for the service you will provide to your customers. The Dealer Terms & Conditions also describes certain steps you must take to maintain the quality of Rocky products until they reach end users.

- **Online Sales**: Rocky products may not be sold online without Rocky's prior written consent. This prohibition includes dealer-owned ecommerce websites, as well as sales through third-party online marketplaces such as Amazon, eBay, Google Shopping, and Walmart Marketplace**. If you wish to sell our products on your own ecommerce website, please complete the attached Rocky Brands, Inc. Domestic E-Business Agreement and return it to IMAP@rockybrands.com. If you signed a previous version of our E-Business Agreement, you must complete and return the attached updated agreement in order to remain authorized.** We are not considering requests to sell on online marketplaces at this time.

In addition, Rocky has updated its unilateral Minimum Advertised Price Policy ("MAP Policy") and issued a new Online Advertising Policy, which apply to all authorized sellers of Rocky products in the United States. A copy of the MAP Policy and Online Advertising Policy, which will also be effective on June 5, 2023, are attached for your review and reference.

Thank you for your careful attention to the attached documents and for your continued support of Rocky and the Rocky family of brands. If you have any questions regarding the Dealer Terms & Conditions or Authorized Seller Program, please contact us at IMAP@rockybrands.com.

Sincerely,

Rocky Brands, Inc.

DEALER TERMS AND CONDITIONS FOR THE UNITED STATES
Effective June 5, 2023

24-HOUR ORDERING SERVICE CONTINENTAL UNITED STATES
ALASKA-HAWAII-CANADA-INTERNATIONAL

WEB: at www.rbconx.com
PHONE: 1-800-848-9452 or Internationally: 1-740-753-1951
FAX: 1-740-753-5537

This Rocky Brands, Inc. Dealer Terms and Conditions for the United States ("Terms") is issued by Rocky Brands, Inc. and its indirect and direct domestic subsidiaries (collectively, "Rocky") and applies to Authorized Dealers of products sold under the Rocky®, Georgia Boot®, Durango®, Michelin®, Durango Leather Company®, XTRATUF®, The Original Muck Boot Company®, Ranger®, SlipGrips™, and other acquired licensed/owned brands (the "Product(s)") in the United States of America and its territories.

PLACING YOUR ORDER:
When placing your order, please have the following information available:

- The name your account is billed under, along with your address and phone number
- Your customer account number, which is located above your account name and address on all invoices
- Your purchase order number, if applicable
- Ordering details (style number, sizes, widths, number of pairs)

TERMS OF SALE:
As used herein, "Dealer" shall refer to the retailer that is purchasing Products directly from Rocky Brands, Inc. ("Rocky") and
"Consumer" shall mean the individual who purchases Products from Dealer for personal, family, or household use, and not for purposes of re-sale to any third party.

- Credit approval: Acceptance of all orders is subject to final approval by the Rocky Credit Department.
    - Approval is subject to Dealer's acceptance of these Terms as well as their credit worthiness and suitability as determined in the sole judgment of the Rocky Credit Department. Rocky reserves the right to reject any order, in whole or in part, at any time, for any reason or no reason.
- Minimum opening order and minimum annual business: $2,500.00. Rocky reserves the right to hold or cancel pending orders for accounts with past due balances.
- Prices and/or specifications and materials are subject to change without notice.
- Rocky must be advised, in writing and in advance, of any changes in Dealer's ownership.
- Dealer will notify Rocky in writing for any claim for failure of or delay in delivery or performance, or any other claim under Dealer's purchase order within sixty (60) days after Dealer's receipt or failure to receive Product (the "Claim Period"). Dealer may notify Rocky of a claim after the expiration of the Claim Period; provided, however, that
    - 1) Rocky will not be liable for any loss or damage claimed by Dealer after expiration of the Claim Period, and 2) Rocky may offset from any amount otherwise owed to Dealer hereunder any loss, damage, or expense of Rocky attributable to Dealer's delay in making their claim. Rocky does not research (post audit) claims that are more than one year old. Claims older than one year will be denied.
- 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.

- Dealer and Guarantor further agree that in the event Rocky retains an attorney to enforce any portion of these Terms, any credit application thereto, any invoice from Rocky, or any agreement between Rocky and Dealer or Rocky and Guarantor, or to recover goods sold, Dealer and/or Guarantor shall, jointly and severally, reimburse Rocky for its reasonable attorney fees and related costs and expenses.

PAYMENT:

- All invoices shall be due and payable within Net 30 days from date of invoice, until Rocky, in its sole discretion, at any time revokes credit approval as set forth above, at which time all amounts shall become immediately due and payable.
- Accounts unpaid when due shall accrue a late charge of one and one-half percent (1.5%) per month, or if lower, the maximum rate allowed by applicable law. All payments received will be credited to the oldest outstanding invoice.
- Rocky reserves the right at any time, for any reason, or no reason, to require payment in advance or otherwise to modify, suspend or terminate any credit terms previously extended to a Dealer. If Rocky believes in good faith the Dealer's ability to make any payment required hereunder is or may be impaired, Rocky may cancel the order (or any remaining balance thereof), and Dealer shall remain liable to pay for all products previously shipped.
- Unearned discounts or unearned freight deductions will be charged back accordingly.
- In the event that the Dealer's account is placed for collection, all product warranties, guarantees, and return privileges are canceled.

SPECIAL HANDLING:

- Small order surcharges (less than 6 pairs): 1 pair - $5.00; 2 pairs - $8.00; 3 pairs - $10.00; 4 pairs $13.00; 5 pairs - $15.00.
- Drop Ship Fee: Drop shipping orders to an address other than your primary location will result in the addition of drop ship fees.
- Back orders will be cancelled 45 to 90 days from requested ship date unless a different cancel date or "do not cancel" is requested. Rocky reserves the right to cancel any style without notice or obligation to deliver unfulfilled demand.
- Value Added Services (VAS): Value added services such as special packaging, tagging, pre-ticketing, stuffing and labeling will be priced accordingly when requested by the Dealer.

SHIPPING TERMS:

All sales are Free On Board (F.O.B.) at Rocky Distribution Centers. Dealer assumes all insurance and delivery risks of loss or damage F.O.B. point as provided by common Law. The responsibility for providing shipping instructions is that of the Dealer. If the Dealer has specific routing instructions these must be provided to Rocky in writing and in their entirety upon placement of an order. Non-specified shipping will be sent "best way" at Rocky's sole discretion. Rocky will exercise reasonable care and diligence to determine the lowest cost of alternative but assumes no responsibility to do so.

THE ROCKY WARRANTY:

Rocky extends a limited warranty to end users on its Products. Information regarding these end-user warranties is available at https://www.rockybrands.com/customer-resources/product-warranty/.

As is standard practice in the industry, Dealer shall handle warranty claims from end users, in accordance with the terms and conditions of the applicable Rocky warranty. Dealer may submit Products returned by an end user pursuant to a warranty claim to the Rocky Return Goods Department for inspection and determination of warranty coverage. Dealer shall follow the return procedures set forth in the Dealership Return Goods Policy below when returning such Products to Rocky. Dealer shall not direct the end user to send the Product directly to Rocky. Products must be cleaned before being returned to Rocky for inspection and Dealer must submit proof of the end user's purchase from an authorized dealer within the applicable warranty period for any warranty claim returns. As between Dealer and Rocky, the Rocky Return Goods Department shall have the sole discretion to determine whether a Product returned by Dealer has a defect covered by Rocky's limited warranties. If the warranty claim is accepted, Rocky shall,

at its election and in its sole discretion, either replace the Product or issue a credit memo for the full or prorated wholesale cost of the product.

DEALERSHIP RETURN GOODS POLICY:
Rocky does not sell or supply Products on a sale or return, guaranteed sales or consignment basis. Sales representatives do not have the authority to guarantee sales or accept return Products for credit.

Rocky will not accept returns from Dealer without prior written authorization. With Rocky's prior written authorization, Dealer may return unworn damaged or defective goods received by Dealer for replacement or an account credit. The Rocky Return Goods Department shall have the sole and final decision as to the cause of damage and replacement judgment for such returns from Dealer. In its sole discretion, Rocky may authorize the return of unworn, resalable Product, subject to the re-stocking charges herein.

A Return Authorization Number (RA Number) is required for ANY return. Any unauthorized returns will be returned to the sender at his or her expense. Should Rocky receive more Product back than what was originally approved on the RA, Dealer will incur a minimum overage fee of 25% of the wholesale cost of the over and above items. In addition, should unworn, resalable Product be authorized for return, Dealer will incur a minimum re-stocking charge of $4.00 per pair.

An RA Number may be obtained in any of the following ways:

1. Call your Rocky Representative
2. Email requests to: rarequest@rockybrands.com
3. Fax requests to: (740) 753-5509

Dealer must provide the company name, account number, style, size, width and specific manufacturing defect along with a request for either a replacement or account credit.

If Dealer is authorized to sell Products online, due to the high number of unworn first quality returns inherent to online purchases, Rocky will permit up to 5% of such Dealer's annual purchases to be returned to stock subject to the appropriate shipping, restocking, and repackaging fees outlined herein.

These Dealership Return Goods Policy terms and conditions are subject to change without notice.

WARRANTY DISCLAIMER AND LIMITATION OF LIABILITY:
EXCEPT AS SPECIFICALLY SET FORTH ABOVE IN "THE ROCKY WARRANTY", ROCKY MAKES NO REPRESENTATION OR WARRANTY TO DEALER OF ANY NATURE OR KIND REGARDING THE PRODUCTS. TO THE FULLEST EXTENT PERMITTED BY LAW, ROCKY DISCLAIMS ALL WARRANTIES TO DEALER, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES ARISING BY OPERATION OF LAW, COURSE OF DEALING, CUSTOM OF TRADE OR OTHERWISE.

UNDER NO CIRCUMSTANCES SHALL ROCKY BE LIABLE TO DEALER OR ANY OTHER PARTY FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES, LOSS OF SALES, OR LOSS OF PROFITS. ROCKY'S AGGREGATE LIABILITY FOR ANY DAMAGE OR THAT OF ANY THIRD PARTY CAUSED BY, ARISING OUT OF, BASED UPON, OR RELATING TO THE SALE OR USE OF ITS PRODUCTS OR OTHERWISE BY ITS ACTS OR OMISSIONS, SHALL NOT EXCEED, IN RESPECT OF ANY CLAIM ARISING OUT OF A SINGLE EVENT OR A SERIES OF CONNECTED EVENTS, THE AGGREGATE AMOUNT PAYABLE BY DEALER TO ROCKY DURING THE SIX (6)-MONTH PERIOD IMMEDIATELY PRECEDING THE CAUSATION OF ANY DAMAGES. THESE LIMITATIONS OF LIABILITY SHALL APPLY HOWEVER THE LOSS OR DAMAGE IS CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, WHETHER DERIVED FROM CONTRACT, BREACH OF CONTRACT, DELAY OF PERFORMANCE, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR OTHERWISE, WHETHER OR NOT SUCH LOSS WAS FORESEEABLE OR IN THE CONTEMPLATION OF THE PARTIES, AND REGARDLESS OF WHETHER THE LIMITED REMEDIES PROVIDED HEREIN FAIL OF THEIR ESSENTIAL PURPOSE.

TAXES:
Rocky's charges are exclusive of the following: (a) all applicable federal, state, local, and foreign sales, use, excise, utility, gross receipts, sales, value added or other taxes ("Taxes"). The Dealer shall be responsible for the payment of any Taxes. Rocky may elect to impose and collect such Taxes unless otherwise constrained by court order or applicable laws. If the Dealer provides a valid and duly authorized exemption certificate and/or other evidence acceptable to the applicable state or other taxing authority, Rocky will exempt the Dealer in accordance with applicable laws, effective on the date Rocky receives the certificate. Upon request, and including during audit by the State, local or other governmental agency, the Dealer shall provide an exemption certificate or other additional evidence that is satisfactory under the applicable laws to exempt the transaction from the applicable tax. For any assessment of taxes by a governmental jurisdiction that are properly chargeable to the Dealer, the Dealer will be liable for the tax as well as the interest and will pay the tax and interest to the seller under the normal terms of payment between the parties.

DEALER TERMS AND CONDITIONS:
By purchasing Products from Rocky for retail sale, you agree to adhere to the Terms. Until such status is otherwise revoked by Rocky, in Rocky's sole and absolute discretion, Dealer shall be considered an "Authorized Dealer." Rocky may review Dealer's activities for compliance with these Terms, and Dealer agrees to cooperate with any such investigation, including, but not limited to, permitting inspection of Dealer's facilities and records related to the sale of the Products.

1. MANNER OF SALE. Dealer may only sell the Products as set forth herein. Sales in violation of these terms are strictly prohibited, are considered a material breach of these Terms, and may result in Rocky's immediate termination of Dealer's account and status as an Authorized Dealer, in addition to other remedies. Products sold to unauthorized persons or through unauthorized channels, including unauthorized Internet sites, shall not be eligible for certain Rocky promotions, services, and/or benefits, including, unless prohibited by law, coverage under any Rocky warranty or Product guarantee.

1.1. Dealer shall sell Products solely to Consumers of the Products. Dealer shall not sell to anyone a quantity of the Products greater than that generally purchased by an individual for personal use or gifting.

1.2. Dealer shall not sell or transfer any of the Products to any person or entity for re-sale without the prior written consent of Rocky. This includes sales to B2B accounts, wholesalers, freight forwarders/drop shippers for other retailers, or any other person Dealer knows or has reason to know intends to re-sell the Products.

1.3. Dealer shall not sell, ship, or promote Products to customers outside the United States of America and its territories without obtaining Rocky's prior written consent.

1.4. Dealer shall not market for sale or sell the Products or fulfill Dealer's sales of Products on or through any website (including any online marketplace site such as Amazon, eBay, Google Shopping, or Walmart Marketplace) without the prior written consent of Rocky, which is granted through execution by Rocky of the Rocky Brands, Inc. Domestic E-Business Agreement.

2. PRODUCT INSPECTION. Upon receipt of Products, Dealer shall immediately inspect the Products for damage, defect, or other nonconformance (a "Defect"). If any Defect is identified, Dealer must not offer the Product for sale and must report the Defect to Rocky.

3. RETURNED PRODUCT. Dealer shall not advertise or resell as "new" any Product that has been returned, unless the Product has no visible signs of wear, is in its original retail packaging, and includes all hangtags, inserts, and other literature originally packaged with the Product.

4. CUSTOMER SERVICE. Dealer and Dealer's sales personnel shall familiarize themselves with the features of all Products kept in inventory and must obtain sufficient Product knowledge to advise Consumers on how to select, properly fit, and care for the Products, as well as any applicable warranty. Dealer must make itself available to respond to customer questions and concerns both before and after

the sale of the Products and should endeavor to respond to customer inquiries within 24 hours.

5. PRODUCT STORAGE AND HANDLING**.** Dealer shall comply with all instructions provided by Rocky regarding the storage, handling, shipping, disposal, or other aspect of the Products, including instructions provided on Product labels. Dealer shall store Products in a cool, dry place, away from direct sunlight.

6. ALTERATIONS PROHIBITED. Dealer shall sell Products with their original labels, tags and/or associated literature, and in original retail packaging (if any). Relabeling, repackaging (including the separation of paired or bundled Products or the pairing or bundling of Products), and other alterations to Products or their packaging, labels, tags and/or associated literature are not permitted.

7. THIRD-PARTY LOGISTICS. Dealer shall ensure that any third-party logistics provider engaged to store inventory of the Products is aware of and complies with all Product quality controls and customer service standards described herein or otherwise conveyed by Rocky. Dealer shall ensure that any such third-party logistics provider stores all inventory of Products segregated by seller such that no Products provided to the third-party logistics provider are commingled with those owned by any third party. Rocky reserves the right to request additional information regarding the use of third-party logistics providers and such information must be provided promptly to Rocky. Dealer shall cooperate with Rocky in investigating any concerns related to the Products that may relate to the use of a third-party logistics provider.

8. PRODUCT TRACKING SYSTEMS. Dealer shall cooperate with Rocky with respect to any Product tracking systems that may be implemented from time to time.

9. LOSS PREVENTION AND ANTI-DIVERSION MEASURES. Dealer shall implement commercially reasonable loss prevention and anti-diversion measures.

10. RECALL AND CONSUMER SAFETY. Dealer shall cooperate with Rocky with respect to any Product recall or other consumer safety information dissemination efforts.

11. SALES PRACTICES. Dealer shall conduct its business in a reasonable and ethical manner at all times and shall not engage in any deceptive, misleading, or unethical practices or advertising at any time. Dealer shall not make any warranties or representations concerning the Products except as expressly authorized by Rocky. Dealer shall comply with all applicable laws, rules, regulations, and policies (a) applicable to Dealer's business and/or (b) related to the marketing and sale of the Products. Dealer shall represent the Products in a professional manner and refrain from any conduct that is or could be detrimental to the reputation of Rocky or the Products.

12. CONSUMER CONFUSION. Dealer shall not advertise, offer for sale, or sell any Products as genuine that in fact are not, or falsely or inaccurately represent the features of functionality of any Products.

13. PRODUCT QUALITY. Dealer shall report to Rocky in writing any customer complaint or adverse claim regarding the Products and assist Rocky in investigating any such complaints or adverse claims. Dealer shall also cooperate with Rocky in the investigation and resolution of any quality or customer service issues related to the sale of the Products, including disclosing information regarding Product sources, shipment, and handling.

14. CONTACT INFORMATION. Dealer shall maintain accurate and up-to-date company information and shall promptly notify Rocky of any change in Dealer's telephone number, mailing address, email address, or other contact information.

15. INTELLECTUAL PROPERTY. Dealer acknowledges and agrees that Rocky or its licensors own all proprietary rights in and to the brands, brand names, logos, trademarks, service marks, trade dress, copyrights, and other intellectual property related to the Products (the "Rocky IP"). Dealer shall refrain from questioning or challenging the rights claimed by Rocky or its licensors in the Rocky IP or assisting any others in doing so. Dealer is granted a limited, non-exclusive, non-transferrable, revocable license to use the Rocky IP solely for purposes of marketing and selling the Products as set forth herein. This license will cease immediately upon termination of this agreement or Dealer's status as an Authorized Dealer. All

goodwill arising from Dealer's use of the Rocky IP shall inure solely to the benefit of Rocky or its licensors.

15.1 Rocky reserves the right to review and approve, in its sole discretion, Dealer's use or intended use of the Rocky IP at any time, without limitation. Dealer's use of the Rocky IP shall be in conformance with any guidelines that may be provided by Rocky and must be commercially reasonable as to the size, placement, and other manners of use. In marketing the Products, Dealer shall only use images of Products either supplied by or authorized by Rocky and shall ensure that all Product images and descriptions are accurate and up to date.

15.2 Dealer shall not create, register, own, or use (or assist any third party in creating registering, owning or using) any domain name, social media screenname, or mobile application name that contains any Rocky Product name or any trademark owned by or licensed to Rocky, nor a misspelling or confusingly similar variation of any Rocky Product name or any trademark owned by or licensed to Rocky.

15.3 Dealer must accurately describe the Products using the trademarks. The trademarks must always be followed by the generic words for the Product, such as "Muck Boot® products". The trademarks must always be displayed in a way that distinguishes them from other surrounding words, e.g., by appearing in initial caps or full caps, such as Muck Boots or MUCK BOOTS and in conjunction with the ® or TM designation as directed by Rocky.

16. TERMINATION. Rocky reserves the right to terminate Dealer's account and status as an Authorized Dealer with written or electronic notice. Upon termination of Dealer's status as an Authorized Dealer, Dealer shall immediately cease (i) selling the Products; (ii) acting in any manner that may reasonably give the impression that Dealer is an Authorized Dealer of Rocky Products or has any affiliation whatsoever with Rocky; and (iii) using all Rocky IP.

17. AVAILABILITY OF INJUNCTIVE RELIEF. If there is a breach or threatened breach of these Terms, 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 these Terms 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 these Terms. 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.

18. MODIFICATION. Rocky reserves the right to update, amend, or modify these Terms at any time. Unless otherwise provided, such amendments will take effect immediately and Dealer's continued use, advertising, offering for sale, or sale of the Products, use of the Rocky IP, or use of any other information or materials provided by Rocky to Dealer following notice of the amendments will be deemed Dealer's acceptance of the amendments.

19. Rocky has a unilateral Minimum Advertised Price Policy ("MAP Policy") that applies to all Authorized Dealers located in the United States and its territories. This paragraph is intended to inform you of the MAP Policy. It does not constitute consideration for any part of these Terms between you and Rocky, and does not separately constitute an agreement between you and Rocky regarding the price you will charge your customers for the Products. Rocky does not seek, nor will it accept, from Dealer any assurance of compliance with the MAP Policy.

Rocky® is a registered trademark of Rocky Brands, Inc.

39 East Canal Street
Nelsonville, Ohio 45764
Phone: 740-753-1951
Fax: 740-753-4024

ROCKY BRANDS, INC. MINIMUM ADVERTISED PRICE POLICY
Effective June 5, 2023

Rocky Brands, Inc. and its indirect and direct domestic subsidiaries (collectively, “Rocky Brands, Inc.”) markets and sells premium footwear, apparel and accessories. By investing in product design, development, technology and personnel, Rocky Brands, Inc. has established a strong reputation of providing high-quality products with a premium image.

To help protect its premium image and ensure the long-term viability of its brands, Rocky Brands, Inc. believes its products should be advertised at prices that reflect the value of those products. To support this goal, Rocky Brands, Inc. is implementing the following Minimum Advertised Price Policy ("MAP Policy") which is applicable to every Rocky Brands, Inc. authorized seller (“Seller(s)”) located in the United States.

THE POLICY

This MAP Policy applies to all Advertising (as defined below) of the Rocky Brands, Inc. products identified on the Rocky Brands, Inc. price lists (available at https://www.rockybrands.com/customer-resources/marketing-resources/#page2) as having a minimum advertised price (the “MAP Products”). While Sellers remain free to advertise and sell all Rocky Brands, Inc. products (including the MAP Products) at any price, in order to comply with this MAP Policy, MAP Products may not be advertised at less than the minimum advertised price (“MAP Price”) as established by Rocky Brands, Inc.

Unilateral Nature of Policy

This MAP Policy has been unilaterally adopted by Rocky Brands, Inc. and is not an agreement or an offer to form an agreement with any Seller. Each Seller must decide independently whether to comply with the terms of this MAP Policy. Rocky Brands, Inc. is not requesting, and will not accept, any agreement or assurance regarding a Seller’s compliance with this MAP Policy.

Communications

This MAP Policy is non-negotiable and will not be altered for any Seller. Rocky Brands, Inc. representatives are strictly prohibited from negotiating, or modifying, or otherwise discussing any aspect of this MAP Policy with any Seller, including that Seller's or any other Seller’s compliance with the terms of the MAP Policy. Further, only the person at Rocky Brands, Inc. responsible for the MAP Policy (the “Policy Administrator”) is authorized to discuss this MAP Policy with Sellers. To address any and all questions and comments about this MAP Policy, Sellers may send an email or letter to the Policy Administrator as set forth below. Rocky Brands, Inc. will accept no other form of communication from Sellers about the MAP Policy.

MAP Price

The "MAP Price” is a Seller’s advertised price: (a) before all taxes, shipping, delivery and insurance charges paid by the Seller’s customer; and (b) before applying any customer-supplied coupons, rebates or similar price reductions; and (c) before giving effect to the value of free or reduced-price bundles. Free or reduced-price shipping may be offered by a Seller when offered in connection with a purchase of a MAP Product as long as such offer applies to all or almost all other products in that same category. The MAP Price for each MAP Product is identified on the Rocky Brands, Inc. price lists, which are available at https://www.rockybrands.com/customer-resources/marketing-resources/#page2.

Advertising

This MAP Policy applies to all Advertising of MAP Products by Sellers in any and all media, as well as any advertising within brick and mortar retail stores or other selling venues. “Advertising” includes any and all promotional or pricing information displayed via any type of media including, but not limited to, all Internet Advertising (as defined below), newspapers, catalogs, magazines, flyers, brochures, television, radio ads, billboards, and any other marketing or promotional materials. “Internet Advertising” includes advertising or promoting on any and all websites, social networks, third-party merchant sites, banner ads, product ads, broadcast emails, texting, landing page and sponsored links.

This MAP Policy applies only to the advertised price of MAP Products and does not apply to the price at which the MAP Products are actually sold to a consumer. Each Seller remains free to sell MAP Products at any price(s) it chooses.

This MAP Policy applies to all webpages preceding the final online "checkout" stage, defined as the stage when either: (a) the MAP Product is put into a shopping cart that contains the customer's name, shipping address, email address, and payment information, or (b) the customer must enter login information that includes such customer information. In either case, pricing in the final online "checkout" stage must be obscured technically so that it is not retrievable by shopping and pricing engines, and not displayed on search page results within the Seller's own website, even if logged in.

The following activities by or on behalf of a Seller will be considered to violate this MAP Policy:

- Failing to exclude MAP Products from a coupon, discount, promotion, rebate or site-wide sale (e.g. "% off', "gift with purchase" or "buy-one-get-one") when the offer has the effect of reducing the advertised price of the MAP Products below their MAP Prices.
- Advertising on any webpage preceding the page on which the transaction is consummated that a lower price for a MAP Product may be found at the "checkout" stage.
- Permitting any third party to alter the advertised price for a MAP Product.
- An invitation to click or otherwise communicate to obtain a price of a MAP Product, except that it is permissible to indicate that customers may make specific inquiries by telephone or e-mail to obtain a price, as long as no automated call or "bounce-back" pricing e-mail is used.

Policy Exclusions

Rocky Brands, Inc. will announce promotional periods during which MAP prices are modified or do not apply to certain styles for one or more brands. During such periods, which are applicable to all Sellers, a Seller that advertises a MAP Product in compliance with the terms of the promotion will not be considered to have violated this Policy.

In addition, it is not a violation of this Policy to advertise the availability of a one-time use coupon or discount code for up to 15% off an order from a Seller's own website in exchange for a prospective customer signing up for a Seller's email list, newsletter, or other mailing list.

NON-COMPLIANCE

Rocky Brands, Inc. will take the following actions upon determining that a Seller has advertised any MAP Product(s) in violation of this MAP Policy:

First failure to comply: Written notice of the violation.

Second failure to comply: Written notice of the violation and a 30-day shipping hold on all products for the brand(s) that were the subject of the violation.

This means that we will revoke our acceptance of any pending orders, cancel any pending shipments to you, and not accept any new orders from you for the applicable products during this 30-day period. If you purchase MAP Products through Authorized Rocky Distributors, the Authorized Rocky Distributors will be notified that your authorization to purchase the applicable products has been revoked during this 30-day period.

Third failure to comply: Written notice of the violation and a 30-day shipping hold on all Rocky Brands, Inc. products.

This means that we will revoke our acceptance of any pending orders, cancel any pending shipments to you, and not accept any new orders from you during this 30-day period. If you purchase Rocky Brands, Inc. products through Authorized Rocky Distributors, the Authorized Rocky Distributors will be notified that your authorization to purchase Rocky Brands, Inc. products has been revoked during this 30-day period.

Fourth failure to comply: Written notice and a 12-month shipping hold on all Rocky Brands, Inc. products.

This means that we will revoke our acceptance of any pending orders, cancel any pending shipments to you, and not accept any new orders from you during this 12-month period. If you purchase Rocky Brands, Inc. products through Authorized Rocky Distributors, the Authorized Rocky Distributors will be notified that your authorization to purchase Rocky Brands, Inc. products has been revoked during this 12-month period.

Fifth failure to comply: Written notice of account termination and revocation of "authorized" Seller status.

This means that we will revoke our acceptance of any pending orders, cancel any pending shipments to you, and not accept any new orders from you. If you purchase Rocky Brands, Inc. products through Authorized Rocky Distributors, the Authorized Rocky Distributors will be notified that your authorization to purchase Rocky Brands, Inc. products has been revoked.

Any enforcement of this MAP Policy will be taken in Rocky Brands, Inc.'s sole discretion and is not subject to negotiation. Sellers have no right to enforce this MAP Policy.

POLICY ADMINISTRATION

Modifications to Policy

Rocky Brands, Inc. at any time, may vary the MAP Price(s) for any MAP Product(s), add to or delete any MAP Product(s) from this MAP Policy, or suspend the application of this MAP Policy for any MAP Product(s) for a stated period of time. In addition, this MAP Policy may be modified, suspended, discontinued or rescinded in whole or in part by notice made available to all Sellers from Rocky Brands, Inc. at the sole discretion of Rocky Brands, Inc.

Any questions must be directed to the Policy Administrator at:
MAP Policy Administrator
Rocky Brands, Inc.
39 E Canal Street Nelsonville, OH 45764
E-mail: IMAP@rockybrands.com

ROCKY BRANDS, INC. MINIMUM ADVERTISED PRICE POLICY
FREQUENTLY ASKED QUESTIONS

1. What happens if an unintended error results in a failure to comply with the MAP Policy?

The MAP Policy will be applied regardless of whether the failure to comply was intentional or not.

2. What about advertising for my brick and mortar stores?

The MAP Policy applies to all advertising of MAP Products by Sellers in any and all media, as well as any advertising within brick and mortar retail stores or other selling venues. The MAP Policy does not apply to pricing information that conveys the sale price.

3. How will updates to the MAP Policy or the price list be communicated?

We will communicate via email. If we do not have an email address, we will communicate via USPS. Additionally, we will post PDF formats online in locations such as Rockybrands.com and RBCONX.com.

4. How will I be notified of a failure to comply with the MAP Policy?

Similar to #3 above, you will receive a communication via email. If we do not have an email address, we will communicate via USPS.

5. We have contracts with businesses to supply their employees with Rocky products. Orders are placed using a secure, company-specific login on my website. Does the MAP Policy cover these contracts?

Pricing information within password-protected website portals specific to contract business are not included within the scope of this MAP Policy.

6. Does this MAP Policy apply to employee discounts?

No. If you have an employee discount policy where your employees may purchase Rocky products for their personal use and not for resale, pricing information related to that policy is not covered by this MAP Policy.

7. The MAP Policy indicates that suggesting that a lower price may be found at the "checkout" stage on any page preceding the “checkout” is a noncompliant activity. Please provide some examples.

Examples include but are not limited to: (a) a strike-through of any MAP Price regardless of whether one or more other prices are shown; (b) the failure to show a price for each of the MAP Products depicted, described or to which a reference is otherwise made; or (c) by stating "Add to Cart for Lower Price."

8. We offer a loyalty program for enrolled customers. Is this program affected by this MAP Policy?

No. The accrual of "points" or other things of value in connection with the purchase of Rocky products and the application of these points or rewards, even if the application of such rewards results in the effective net price of a MAP Product being below the MAP Price is compliant with the MAP Policy. The loyalty program must be applicable to all or almost all of the products offered by the Seller and the everyday accumulation rate of the points or rewards for Rocky products must be no more than is applicable to other brands offered by the Seller.

9. Do certain credit card benefits apply to this MAP Policy?

A credit card benefit (e.g. discount, rebate, credit) associated with the use of a specified credit or debit card that has the effect of reducing the net price of a MAP Product to less than the MAP price is compliant with

this MAP Policy as long as the benefit may be applied to all or almost all of the products offered by the Seller and none of the materials or statements promoting the card benefit mentions or otherwise refers to any MAP Products.

10. If there is a second violation, what will happen to my unshipped orders of products?

All unshipped orders for products for the brand(s) that were the subject of the violation will be canceled.

11. If there is a third violation, what will happen to my unshipped orders of products?

All unshipped orders for Rocky Brands, Inc. products will be canceled. In addition, we will discontinue sale of all Rocky Brands Inc. products to you for thirty (30) days.

12. What happens if I violate multiple styles across different brands?

MAP violations are cumulative across brands. If you violate the MAP Policy with respect to Brand X and then subsequently with respect to Brand Y, the violation on Brand X will be considered a first violation and the subsequent violation with respect to Brand Y will be considered a second violation.

13. If there is a fourth failure to comply, will I be terminated as an account of Rocky?

Per the MAP Policy, we will discontinue selling you any Rocky Brands, Inc. product(s) for twelve (12) months and all unshipped orders will be canceled. No new orders for Rocky Brands Inc. product(s) will be accepted during this twelve-month period.

14. Does the MAP Policy apply internationally?

No. This MAP Policy applies only to Sellers in the United States.

15. Who do I talk to if I have questions regarding the MAP Policy?

We believe the MAP Policy is clear and along with these questions and answers above, you should have sufficient information to understand the requirements of the MAP Policy. That said, should something be unclear, questions should not be addressed to your sales representative or any other representative of Rocky.

Any questions must be directed to the Policy Administrator in writing at:

MAP Policy Administrator
Rocky Brands, Inc.
39 E Canal Street Nelsonville, OH 45764
E-mail: IMAP@rockybrands.com

ROCKY BRANDS, INC. ONLINE ADVERTISING POLICY

Effective Date: June 5, 2023

Rocky Brands, Inc. and its indirect and direct domestic subsidiaries (collectively, "Rocky") has adopted the following unilateral Online Advertising Policy ("Policy"), which applies to all authorized dealers, distributors, and indirect dealers ("Dealers") of Rocky Brands, Inc. products ("Product(s)") in the United States. Rocky has implemented this Policy to protect the trademarks associated with the Rocky family of brands, and to ensure an optimal online consumer experience by encouraging accurate, complete, and consistent messaging regarding Products and the Rocky brands to the target consumer populations.

This Policy and its associated consequences are entirely separate and independent from our Rocky Brands, Inc. Authorized Seller Program terms and our Rocky Brands, Inc. Minimum Advertised Price Policy.

I. The Policy

This Policy has been adopted unilaterally by Rocky and is not an agreement or offer to form an agreement between Rocky and any other entity. We do not seek and will not accept any promise of compliance with this Policy from any Dealer or other party, and each Dealer must independently choose whether to comply with this Policy. This Policy is not negotiable and will not be altered for any individual Dealer.

II. The Trademarks

The trademarks associated with the Products (collectively, the "Trademarks") are solely and exclusively owned by Rocky or its affiliates or licensors, and include, but are not limited to the terms identified on Schedule 1. Such Trademarks may not be used in any online marketing materials, search engine optimization, or pay-per-click search campaigns or as a part of a Dealer's online presence except as expressly authorized by Rocky. Any use of the Trademarks may only be for the promotion or advertisement of the Products and must be consistent with this Online Advertising Policy. Rocky reserves the right to withdraw approval for the use of the Trademarks for online advertising purposes at any time.

III. Online Advertising Restrictions

a. To avoid potentially inaccurate statements and prospective customer confusion, it is a violation of this Policy to use superlatives to describe the quantity of Rocky's inventory, the pricing of Products, or the Rocky online shopping experience on any website, in any advertisement, sponsored link, Website page title/tag, or any other online marketing being used, paid for, or associated with Dealer. Examples of prohibited phrases include, among others, "largest available online offering of Muck/Rocky/XTRATUF Boots", "lowest prices – Muck/Rocky/XTRATUF Boots", or "best Muck/Rocky/XTRATUF Boots website".

b. It is a violation of this Policy to partner with any third party that uses adware, spyware, or other software to engage in pop-up or pop-under advertising and/or generating non-user initiated activity (e.g., forced clicks or redirects). Pop-up or pop-under advertising and/or non-user initiated activity that is based on keyword searches, textual triggers, or screen-scraping associated with any trademark used or owned by Rocky or any common misspelling or confusingly similar trademarks is strictly prohibited.

c. The page title/title tags on Dealer's authorized website(s) must comply with this Policy. "Page title/title tag" refers to the text used to name or entitle a web page. A page title/title tag can be viewed by looking at the top of the browser window for the page in question. Only the Trademarks may be used in the page title/title tag of any authorized website page used or owned by Dealer to sell Products and such use is limited to once per page title/title tag. Such use must accurately describe Dealer's sale of Products and comply with the terms herein. No variation, misspellings, prefixes, suffixes, or hyphenated extensions of the Trademarks are allowed. Other words may be used in conjunction with the Trademarks in the page

title/title tag so long as such words to not violate any other provision of this Policy or any other terms applicable to Dealer. Examples: A title such as “Muck Boots at Joe’s Shop” is allowed; a title such as “Best Prices on Muck Boots at Joe’s Headquarters” is a violation of this Policy.

d. To protect our brands and avoid undermining the reputation, goodwill, and premium image of our Products with our target customer population, it is a violation of this Policy to use the following words and phrases in association with in-line Products in any online advertising or Online Dealer’s domain name: "blow out", "cheap", “deal”, "discount(-ed)", "discounter", “closeout”, "savings", "markdown", "clearance", "for less", "best price", "buy one, get one", "lowest price", "lower price", "unbeatable price", "bargain", "under $XX", "below $XX", "budget price", "steal", "reduction", "reduce(-d)", "price slash", "slashed prices", "price-cut", "decreased price" and "blowout." These terms may only be associated with products discontinued by Rocky providing such advertising clearly identifies the Product as "discontinued." Rocky maintains the right to demand modifications to any internet advertising content for a Product that, in Rocky’s sole discretion, conflicts with or diminishes the integrity or value of the Rocky brands.

e. It is a violation of this Policy to bid on or purchase adwords, keywords, or any other internet advertising search terms consisting of the keywords identified on Schedule 1 or any of the Trademarks (“Prohibited Keywords”). This restriction applies to both text ads (where specific keywords are bid on) and PLAs (Product Listing Ads – where ads are served in association with keywords the search engine’s algorithms deem relevant to a search query). This restriction is only meant to cover the Prohibited Keywords for purposes of ensuring accurate messaging and an optimal customer experience, and is not meant to and does not restrict a Dealer’s ability to otherwise engage in advertisements of Products.

IV. Non-Compliance

We will provide a written notice of non-compliance to any Dealer that does not comply with this Policy. Rocky reserves the right to stop shipping some or all Products or terminate the account and/or “authorized” status of any Dealer that does not comply with this Policy. We will enforce this Policy in our sole discretion and without notice. Dealers have no right to enforce this Policy.

V. Policy Administration

We may update, revise, suspend, or otherwise modify this Policy at any time in our discretion, and any modifications will be made available to all Dealers. Please note that our employees or agents cannot modify, interpret, or grant any exceptions to this Policy; cannot solicit or obtain the agreement of any person or entity to comply with this Policy; and cannot otherwise discuss any aspect of this Policy with any Dealer, including any Dealer’s compliance with the terms. Any questions about this Policy should be sent in writing to our Policy Administrator at IMAP@rockybrands.com. We will not accept any other form of communication from Dealers regarding this Policy.

SCHEDULE 1

Prohibited Keywords

Muck
Muck Boots
Muck Boot Company
Original Muck Boot Company
Muck Boot Vendor
XTRATUF
XTRATUF boots
XTRATUF fishing
Rocky
Rocky Boot
Rocky Boot Company
Rocky Boot Vendor
Durango Boot
Durango Boot Company
Durango Boot Vendor
Georgia Boot
Georgia Boot Company
Georgia Boot Vendor

ROCKY BRANDS, INC. DOMESTIC E-BUSINESS APPLICATION

I. Applicant's Basic Information	
1. Applicant Legal Name:	
2. DBA/Trade Name(s):	
3. Service Email Address: (*This email address will be used for notices related to this Agreement.)*	
4. Rocky Brands Account Number (if applicable): ***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.***	
II. Applicant's Additional Information	
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: ☐ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietorship	
13. State of Incorporation:	14. Year Incorporated:
15. DUNS:	16. EIN:
17. Resale Certificate Number:	18. Resale Certificate Issuing State:
III. eCommerce and Company Operations	
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. ☐ Purchase directly from Rocky ☐ Purchase from Distributor(s) (list below) ☐ 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? ☐ Yes ☐ No *If yes, please provide the address for all locations where such inventory is stored or will be stored.*	

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)? ☐ Yes ☐ No *If yes, please identify the name(s) of the third-party fulfillment service and/or third-party logistics provider and describe the services provided.*
23. Has the Applicant ever been a debtor in any bankruptcy, receivership, or other insolvency proceeding? ☐ Yes ☐ 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? ☐ Yes ☐ No
25. Are there any pending lawsuits involving the Applicant? ☐ Yes ☐ No
If you checked "Yes" in box 23, 24, or 25, please attach additional sheet(s) explaining these matters in detail.

IV. Application for Website Approval

Requested Websites: Please identify all websites and mobile applications through which you wish to sell Rocky Brands products *(one per line, exact spelling required).* *Example: www.ABCStoreName.com*	**Rocky Brands, Inc. Use Only**
1.	☐ Approved ☐ Declined
2.	☐ Approved ☐ Declined
3.	☐ Approved ☐ Declined
4.	☐ Approved ☐ 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	**Dealer:** _____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Signature Date:_____	Signature Date: _____