



**SPRING FOOTWEAR CORPORATION**  
**AUTHORIZED RESELLER AGREEMENT**

The purpose of this agreement is to maintain the strength and reputation of Spring Footwear Corporation's brands (Azura, Flexus, L'Artiste, Patrizia, Spring Step, Spring Step Men's, and Spring Step Professional) and products. Its intent is to protect our retail partners and their end-users.

**Authorized Reseller Policy**

Effective January 1, 2021 only authorized resellers will be allowed to sell our brands on select/approved marketplaces. Retailers will be able to continue to sell product on their own company website(s) with proper authorization.

To become an Authorized Reseller at approved brick and mortar location(s), through online distribution channels, or to be considered for Spring Footwear's E-commerce and/or Drop Ship program you must meet the below conditions and agree to the following:

1. Retailer will not list any Spring Footwear brands on any website including Amazon or other 3rd party market places without written authorization:
  - A. Listing products on a website, Amazon, or other 3rd party market places without written authorization could result in immediate suspension and/or possible closing of your account due to a violation of our Transshipment Policy \*detailed on page 2\*.
2. Retailer has met the minimum brand investment at the brick-and-mortar location(s) over a rolling 12-month period (excluding drop ship):
  - A. Azura: \$30,000.00 +
  - B. Flexus: \$50,000.00 +
  - C. L'Artiste: \$125,000.00 +
  - D. Patrizia: \$50,000.00 +
  - E. Spring Step: \$100,000.00 +
  - F. Spring Step Men's: \$30,000.00 +
  - G. Spring Step Professional: \$30,000.00 +
3. Eligibility review will be conducted monthly
4. Must comply with the Spring Footwear MAP Policy and the Terms in this Agreement
5. Must meet Spring Footwear operational requirements
6. Must have approved Spring Footwear open credit line
7. Must submit completed and signed: Spring Footwear New Account Profile Form, Spring Footwear Credit Application, Spring Footwear Authorized Reseller Agreement.

\*Selling on marketplaces without authorization is a violation of our Transshipment policy (below)

**TRANSSHIPMENT POLICY:** Spring Footwear Corp. has a policy of selling only directly to selected retail outlets for resale by them to customers in such locations. Resale or transshipment of our products to another business or location contravenes that policy and terms and conditions of sale, and may result in termination of our business relationship.

### Authorized Reseller Agreement Terms

8. The Spring Footwear's brands - Azura, Flexus, L'Artiste, Patrizia, Spring Step, Spring Step Men's, and Spring Step Professional - are purposely intended for the retail market. Reseller do not have permission to use or alter any copyrighted material, unregistered or registered trademarks or service marks, product or brand images, or other intellectual property belonging to Spring Footwear without Spring Footwear's prior written consent.
9. Spring Footwear reserves the right of prior approval with respect to any advertisement in any form pertaining to the sale of its products. To find out more about Spring Footwear's Co-Op Advertising Policy please contact Spring Footwear's Customer Service department via e-mail [cs@springfootwear.com](mailto:cs@springfootwear.com).
10. Reseller agrees to only purchase Spring Footwear brands through the authorized distributor, Spring Footwear Corp. and its direct representatives. Orders can be entered using Spring Footwear's E-Service. To set-up your E-Service account and get access to marketing and sales tools as well as to receive instructions how to use E-Service, please contact Spring Footwear's Customer Service department at 1-800-962-0030 or [cs@springfootwear.com](mailto:cs@springfootwear.com).
11. Reseller agrees to maintain current business information and disclose all locations and distribution channels including digital platforms that will be carrying our product.
12. If approved for E-commerce and/or drop ship, reseller can only sell on company owned and operated publicly accessible, e-commerce enabled websites.
13. Reseller agrees that it will not, without first obtaining Spring Footwear's written permission, resell Spring Footwear's products through any online distribution channels including, but not limited to, the following: eBay, Craigslist, Jet, Amazon, or Rakuten.
14. Reseller cannot under any circumstances make changes to or create a separate listing of any of the Spring Footwear Corp. products on any of the online distribution channels including, but not limited to, the following: Amazon, eBay, Craigslist, Jet, or Rakuten.
15. Reseller agrees to report any issues with the Spring Footwear Corp. product listings to [ops@springfootwear.com](mailto:ops@springfootwear.com)
16. Reseller agrees to provide professional customer service to end use customers.
17. Reseller agrees to adhere to Spring Footwear's warranty policy and provide service to their customer accordingly. Returns can be requested via e-mail from Spring Footwear's Customer Service department [cs@springfootwear.com](mailto:cs@springfootwear.com).
18. Reseller agrees to Spring Footwear's minimum advertised price (MAP) policy listed below



## MINIMUM ADVERTISED PRICE POLICY

Spring Footwear Corp. is committed to maintaining the superior quality and integrity of its products and brands. As such, the following **Minimum Advertised Price Policy** i.e. “**MAP Policy**” has been developed to ensure the fair and equal treatment of all our **Authorized Re-sellers**. This unilaterally implemented MAP Policy will be followed and enforced during our business relationship together.

### THE MAP POLICY SHALL BE APPLIED AS FOLLOWS:

#### Section A:

19. The MAP Policy applies to all Spring Footwear items that are shown on the most current MAP Status List.
20. Spring Footwear sets a **MSRP** (Manufacturers Suggested Retail Price) **and** **MAP** for each item we produce and that information is shared on our MAP Status List.
21. All MAP Status List updates will be communicated monthly via email.
22. The current MAP Status List can always be found in your Customer Web Portal. If your log-in access is unavailable, please contact our Customer Service Team for assistance. (Phone: 1-800-962-0030)
23. All advertised Spring Footwear items that show the product price must not be published below the price as shown on the most current MAP Status List.
24. The MAP policy applies to all advertisements of applicable Spring Footwear products in any and all media, including, without limitation, flyers, posters, coupons, direct mailers, brochures, inserts, newspapers, magazines, catalogs, mail-order catalogs, public signage, other print media, television, radio, e-mail, internet websites, e-commerce, and any other electronic media.
25. All Spring Footwear MAP items must be excluded from all site-wide discount promotions.
26. A “click for price” button on a website that displays a price lower than MAP is a violation of the MAP policy.
27. The inclusion in advertising of free or discounted products, rebates, or bundled promotions, with a product listed on the current MAP Status List is a violation of the MAP policy. This violates the MAP policy because it has the effect of discounting the advertised price of product below the MAP price.
28. Free shipping and/or handling or free financing promotions is not a violation of the MAP policy.
29. Any in-store advertising at the “brick and mortar” location is not a violation of the MAP policy.
30. The MAP Status List does not establish a maximum advertised price. Authorized Re-Sellers may advertise Spring Footwear products at any price in excess of the MAP Status List for such product.
31. Price matching policies are acceptable. Price matching cannot be used as a valid reason for violations of Spring Footwear’s MAP Policy. Advertised prices must always be at MAP or higher.

#### Section B:

1. Spring Footwear reserves the right to modify, amend, or suspend the MAP policy, MAP Status List, and the products to which it applies, at any time and at its sole discretion. Such changes shall apply equally to all Spring Footwear **Authorized Re-Sellers**.
2. The MAP Status List and MAP Products, along with subsequent update notices will be emailed to all **Authorized Re-Sellers** and posted on the Springfootwear.com website. All

**Authorized Re-Sellers** must review and update their database with the latest MAP List pricing and product information within (3) working days from the revision date.

### Section C: ENFORCEMENT PROCEDURES

1. **A first infraction** for failure to follow this MAP policy will result in an immediate shipping hold and a (3) working day opportunity to correct the advertised price of the items in violation.
  - A. **Non-compliance** within the three (3) working day correction period will result in a **1-month suspension period** in which the violator will be unable to obtain any Spring Footwear products.
2. **A second infraction** within a 60-day period will result in an immediate shipping hold and a (3) working day opportunity to correct the advertised price of the items in violation.
  - A. **Non-compliance** within the three (3) working day correction period will result in a **2-month suspension period** in which the violator will be unable to obtain any Spring Footwear products.
3. **A third infraction** within a 90-day period will result in closing your Spring Footwear account, and losing your status as **Authorized Re-Seller** of Spring Footwear products.
  - A. This **permanent suspension** will apply to the entity violating the MAP policy, as well as to the owners and/or operators of the violator, and to any organization owned by the owners and/or operators of the violator. (For example: closing and reopening the operation under a new name would not lift the **permanent suspension**).

### Section D:

1. This MAP policy is a unilateral policy upon which Spring Footwear is willing to market its products.
2. This MAP policy has been established by Spring Footwear to help protect the reputation of its brands and ensure that Spring Footwear's quality products, goodwill, brand standards and marks are protected.
3. Spring Footwear does not seek nor will it solicit or accept any **Authorized Re-Sellers** without this agreement policy.
4. Spring Footwear will not discuss your pricing or the pricing of others with any **Authorized Re-seller** or anyone else.
5. Spring Footwear sales personnel has **no authority** to modify or grant **exceptions to our MAP Policy and Authorized Reseller Agreement**.
6. This MAP policy is designed to protect the interests of our **Authorized Re-Sellers** to invest in the marketing of our brands and provide proper customer service. Spring Footwear & its **Authorized Re-Sellers** are committed to ensuring that all end consumers are protected and treated fairly.

## DIGITAL MARKETING POLICY

If You have registered for or on behalf of an entity, you are deemed to have accepted this policy on behalf of such entity. You shall be responsible to ensure that such entities comply with the terms of this policy. If you do not agree to the terms of this policy in its entirety, you are not authorized to use the Drop Ship Service in any manner or form whatsoever. Spring Footwear may, in its sole discretion, terminate Your participation and/or alter your product availability in the Spring Footwear Drop Ship Program at any time for any reason. To the extent that the terms of any Advertising are in conflict or inconsistent with this policy, this policy shall take precedence and control.

You agree to use products and/or inventory offered by Spring Footwear only in accordance with this Agreement. Spring Footwear reserves the right to make changes to Drop-ship Inventory availability and this policy at any time and the revised version of the policy shall become effective after 30 days of being sent out. Following such 30-day period, your continued use of the Service after any such modification thereof shall constitute Your consent to such modification.

In consideration of the mutual covenants and agreements contained herein, the parties, intending to be legally bound, hereby agree as follows:

1. Use of Branded Terms and/or Keywords. You shall not perform trademark bidding or direct linking (sending traffic directly from the search engine to your own website(s)) on search engines including, but not limited to, Google, Yahoo and MSN without the use of an intermediary Spring Footwear branded landing page related to the search created by You. This landing page should not simply be a product category page, but contain a minimum of one (1) branded banner and/or one (1) or two (2) sentences about the brand story provided by Spring Footwear upon request.
2. You shall not bid on or run any digital campaigns, such as ppc, display, shopping, retargeting, etc., using Spring Footwear branded terms and/or keywords, logos or likeness if any mention of promotional terms is accompanied, such as "Sale", "% Off", etc., or markdowns are included that do not honor MAP pricing.
3. Use of Product Feed. You are not allowed to share the Spring Footwear feed that is provided with any partners or outside websites beyond the ones you have listed as your own. This product feed is only for your own use on your own agreed upon website(s). This also includes the prohibited use on any affiliate network or affiliate partners you might have.
4. Use of Creative and Product/Brand Names. You shall not alter, modify or otherwise change the creative content, product names or brand names supplied by Spring Footwear or related to Spring Footwear within listings, advertisements, text links, banners or any creative-related feature on your website or in any other online setting without Spring Footwear's prior express written consent.



**SPRING FOOTWEAR corp.**

House of European Comfort

**Brick and Mortar Locations (list all locations):**

**Address:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Address:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Address:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Address:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Please list below all website, marketplaces, digital platforms you will advertise the Spring Footwear products:**

Website URL: \_\_\_\_\_

Amazon Storefront Name / ASIN: \_\_\_\_\_

Other ecommerce channels: \_\_\_\_\_

Other ecommerce channels: \_\_\_\_\_

Other ecommerce channels: \_\_\_\_\_

Other ecommerce channels: \_\_\_\_\_

Other ecommerce channels: \_\_\_\_\_

Reseller agrees to adhere to Spring Footwear's Terms and Conditions as outlined in this document and on the credit application.

Spring Footwear reserves the right to amend this Agreement at any time, at its sole discretion.

**Acceptance of this Authorized Reseller Agreement: (Please Print)**

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

Authorized Corporate Officer's Individual Name: \_\_\_\_\_

Authorized Corporate Officer's Title: \_\_\_\_\_

Signature of Authorized Corporate Officer: \_\_\_\_\_

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