

WOLVERINE WORLD WIDE, INC. – INTERNET AGREEMENT

WOLVERINE WORLD WIDE, INC., On behalf of itself and its subsidiaries	_____
("Wolverine")	("Retailer")
Date: _____	_____
	(Address)

	("Website")

[List Authorized Brands]

Retailer desires to advertise, display and sell items produced or marketed by the Wolverine brand(s) indicated above ("Products") to end consumers through Retailer's Website listed above, and, under the terms of Wolverine's Standard Terms and Conditions of Sale, may only do pursuant to a signed Internet Agreement. Wolverine hereby grants to Retailer a non-exclusive license for this specific purpose and enters into this Internet Agreement with Retailer, subject to the provisions below. This Agreement supersedes any and all prior agreements relating to the sale on the internet or drop shipment of any product offered for sale by Wolverine.

- The presentation, quality, trademark usage, images, customer service, and all other aspects of Retailer's Website relating to Products are subject to Wolverine's continued review and approval, which approval may be withheld for any reason. Retailer shall not indicate or create an impression that it is in any way related to Wolverine.
 - Retailer will sell Products only to end-consumers located in the United States in quantities typical of purchases for individual use.
 - All customer service, inventory, returns, quality, credit and collection issues with respect to Products purchased from Retailer shall be handled by Retailer. Wolverine will not drop-ship to Retailer's customers unless otherwise agreed to by Wolverine in connection with a written drop-ship agreement at a specified prepaid charge.
 - This agreement applies only to Retailer's Website listed above; Retailer is not authorized to sell on or directly or indirectly through any other website.
 - Retailer acknowledges that it is independently responsible for all prices quoted by Retailer.
 - Retailer acknowledges Wolverine's ownership of all trademarks, service marks, tradenames, and other intellectual property in association with Products.
 - This agreement does not give Retailer any right or interest in any intellectual property or trademarks of Wolverine. No Wolverine trademarks, trade names or other intellectual property names shall be used or registered by Retailer or used as part of Retailer's internet domain names, email addresses, or through an affiliate network, without Wolverine's express written consent, which consent may be revoked at any time.
- Wolverine has developed and adopted, and may update from time to time, a Search Engine Marketing Policy governing bidding for advertisements relating to search terms that include Wolverine's trademarks and/or the use of Product images in product listing advertisements. Retailer agrees to comply with this policy and any such related policies, as updated from time to time in Wolverine's sole discretion.
 - Wolverine or Retailer may terminate this Internet Agreement, either in whole or with respect to any of the Wolverine brands indicated above, for any or no reason upon fourteen days written notice. In the event of such termination, Retailer's Internet advertising, sale or display of Wolverine trademarks, or other Internet use with respect to such Products shall cease immediately.
 - Termination of this Internet Agreement shall not, by itself, affect Retailer's ability to sell Products through any physical storefront locations operated by Retailer.
 - This Internet Agreement shall remain in effect until either party terminates by providing fourteen days' notice to the other party.
 - This agreement shall be considered to have been made in the State of Michigan and shall be governed by and interpreted according to Michigan law, without regard to conflict of law principles. Any action arising out of or relating to the Agreement may be brought only in any federal or state court in Grand Rapids, Michigan having jurisdiction of the subject matter. Retailer irrevocably consents that such court shall have personal jurisdiction over Retailer and waives any objection that the court is an inconvenient forum. In addition, Wolverine may seek to obtain or enforce an injunction against Retailer in any state or federal court having jurisdiction of the subject matter.

The parties have entered into this agreement as of the date stated above:

WOLVERINE WORLD WIDE, INC.
 By: _____
 (Signature)

 (Printed name and title)

RETAILER
 By: _____
 (Signature)

 (Printed name and title)