

UNILATERAL MINIMUM ADVERTISED PRICE POLICY FOR THE INTERNET
Effective January 1, 2015

Dexter Shoe Company, Inc. (Dexter) is dedicated to providing consumers with products of the highest quality. To support this objective, we have established a Unilateral Minimum Advertising Price Policy (“UMAP Policy”) for the Internet designed to protect the quality image of our products as well as Dexter’s family of brand names and related trademarks.

The UMAP Policy for the Internet shall apply to all distributors and retailers, including catalogue and internet retailers (collectively, “Resellers”) located in the U.S., who advertise, resell or otherwise distribute genuine Dexter and Storm products to end users via the Internet. This UMAP Policy for the Internet shall apply to certain Dexter and Storm shoes and products (Products), a list of which can be found at <http://www.hhbrown.com/retailers/mappolicy>. The list of Products may be updated from time to time. The MAP prices are subject to change and may be updated on the first Monday following the 15th day of each month.

Under this UMAP Policy for the internet, a Reseller may not create, produce, publish or otherwise be responsible for any Advertising (as defined below) that lists any of the MAP Products at a price below the applicable MAP price. “Advertising” means any online visual or audio media, including websites and/or any other online presence. In that regard, this UMAP Policy does not apply to the actual sales price on any “check-out page” of any Reseller’s website and/or related Internet site (typically the page at which the end user finally purchases the Product).

This UMAP Policy for the Internet includes but is not limited to: advertising of any rebates, membership discounts, banner discounts, store-wide or department sales (20% off, buy-one-get-one-free, “Coupon Eligible”, “Buy More Save More”, “Pricing is too low to be displayed”), or any other advertised sale or discount that would effectively result in the Products being advertised at a price below the UMAP Price. Advertising free or discounted products (whether made by Dexter or a third party) with a Product will constitute a violation of the UMAP Policy for the Internet if such inclusion has the effect of discounting the advertised price of the Product below the MAP.

Dexter has unilaterally decided that, upon verifying that an online retailer has advertised a MAP Product online below the applicable MAP Price, Dexter will cancel all orders and refuse to accept any new orders for that SKU (whether for resale on the internet or in brick and mortar locations) from that retailer and/or the distributor that sells to that retailer for an indefinite period of time no less than thirty days. The Reseller may continue to order, and Dexter will continue to sell, other Dexter and Storm products and styles that have not been advertised online in violation of this UMAP Policy for the Internet.

If Dexter deems that there is a high frequency of violations, Dexter at its sole discretion may terminate that Reseller’s privileges to sell HHB products via the Internet and possibly terminate all shipments to that Reseller.

Any decision to reinstate a Reseller's ability to purchase a MAP Product after the Reseller has advertised that MAP Product online below the applicable MAP Price will be at the sole discretion of Dexter. Dexter does not ask for, and will not accept, any assurances of future compliance with this UMAP Policy as a condition of reinstatement.

THIS UMAP POLICY DOES NOT APPLY IN ANY WAY TO A RESELLER'S ACTUAL SETTING OF RETAIL PRICES. EACH RESELLER REMAINS FREE TO SET ITS ACTUAL RESALE PRICE FOR MAP PRODUCTS, IN THE RESELLER'S SOLE DISCRETION.

Each Reseller is free to independently decide whether or not to follow the Policy. Dexter does not ask for, nor will it accept any assurance of compliance or agreement from a Reseller regarding the Policy, nor will Dexter, or any of its employees discuss any conditions of acceptance or pledges of compliance related to the UMAP Policy. Notwithstanding anything to the contrary which may be expressed or implied in or by one or more agreements between the Reseller and HHB, this UMAP Policy shall not constitute an agreement. A Reseller's decision to advertise Products at or above MAP is not communicating acceptance or agreement to comply with the Policy.

The only authorized place to go for answers to questions regarding this Policy can be found at <http://www.hhbrown.com/retailers/mappolicy>.

No Dexter employee or representative shall seek or accept any Reseller's agreement, nor solicit any Reseller's understanding, to advertise or sell Products at or above MAP. No Dexter employee or representative has authority to modify or alter this Policy.

This UMAP Policy shall remain in effect unless Dexter amends or replaces it. Dexter reserves its right to modify, suspend or discontinue this Policy in whole or in part at any time.