

DEALER AGREEMENT

AGREEMENT made this ____ day of July 2022 by and between FZ IMPORT & DISTRIBUTION CORP. ("FZ"), a corporation organized and existing under the laws of the State of New York, having its principal place of business at 1110 W Platt St, Tampa FL 33606, and _____, a corporation organized under the laws of the State of _____, having its principal place of business at _____ ("Dealer")

ARTICLE 1

APPOINTMENT AND ACCEPTANCE

1. Appointment. FZ hereby appoints Dealer as a **non-exclusive retailer in the City of _____** (the "Territory") for shoes bearing the trademarks "DMT" (the Trademarks) (the "Products").

2. Acceptance. Dealer accepts its appointment a non-exclusive retailer of the Products pursuant to this Agreement and agrees to perform all of its obligations pursuant to this Agreement.

ARTICLE 2

TERM OF THE AGREEMENT

The initial term of this Agreement (the "Initial Term") shall commence on the date hereof and shall terminate on _____. Thereafter, subject to the terms and conditions set forth in this Agreement, this Agreement will be automatically renewed for two (2) additional term of twelve (12) calendar months each (the "Renewal Terms"), unless either FZ or Dealer shall have sent written notice to the other, at

least six (6) months prior to the end of the then current term, indicating its desire not to renew this Agreement after the expiration of such current term.

ARTICLE 3

DEALER'S BASIC OBLIGATIONS

(1) Marketing, Sale and Promotion. Dealer will, during the Initial Term and the Renewal Terms of this Agreement, provide a shop-in-shop area in its retail store at _____ (the "Retail Store") to be used exclusively for the display and sale of the Products. Dealer will market, sell and promote the Products in the Territory diligently and efficiently in accordance with the provisions of this Agreement and marketing plans approved from time to time by FZ. Dealer shall not sell the Products to other retailers without FZ's prior written consent.

(2) Purchase of Products by Dealer. Dealer shall purchase Products from FZ at least in the amount of 2,500 dollars during pre-order season upon the execution of this Agreement. –Dealer will pay FZ for such Products at the time of FZ's acceptance of Dealer's order with respect to the first order, and for the duration of the agreement Dealer will pay within sixty (60) days upon receipt of the Products. Notwithstanding as set forth in Article 7, in case of non-compliance by Dealer to purchase the amounts of Products specified in this Article 3(2), FZ has the right to terminate this Agreement with immediate effect.

(3) Compliance with Ethical Standards. In the conduct of its business Dealer will:

(a) Safeguard and promote the reputation of the Products and of the Trademarks of FZ;

(b) Refrain from all conduct which might be harmful to such reputation or to the marketing of the Products; and

(c) Avoid all discourteous, deceptive, misleading or unethical practices.

(4) Advertising. Dealer will advertise and promote the Products only in accordance with guidelines and policies established by FZ. At the request of FZ, Dealer will submit all proposed advertising, catalogs and promotional material to FZ prior to any use or publication thereof. No advertising catalogs or promotional material shall be used or distributed by Dealer, which has not been approved in writing in advance by FZ. FZ will cooperate with Dealer with respect to the preparation by Dealer of photography, layouts and art work for the advertising and catalogs for Products in the Territory, through such means as FZ considers appropriate.

(5) Dealer Retail Store. Dealer will sell the Products in the Retail Store. In the event that the Retail Store shall at any time, as determined by FZ in its sole judgment, fail to comply with the standards or guidelines of FZ for the display and sale of the Products, Dealer shall, at the request of FZ, immediately discontinue selling the Products.

(6) Dealer Not an Agent. Dealer is and will remain an independent contractor and is not and will not be an agent of FZ. Dealer will conduct all of its operations on its own behalf and for its own accounts. Dealer has no power or authority to act for FZ for any purpose and Dealer will not, on behalf of or in the name of FZ, either enter into any contract, undertaking or agreement of any sort or

make any promise, warranty or representation with respect to the Products or any other matter. Dealer agrees to refrain from any attempt to assume or create obligations for, or to act in any other manner as agent or on account or on behalf of FZ. FZ will not be bound by the acts or conduct of Dealer.

(7) Prohibited Acts. Notwithstanding anything to the contrary in this Agreement, Dealer and its employees, contractors or agents shall not: (i) make any representations, warranties, guarantees, indemnities, similar claims, or other commitments actually, apparently, or ostensibly on behalf of FZ to any customer regarding Products, which representations, warranties, guarantees, indemnities, similar claims, or other commitments are additional to or inconsistent with any then-existing representations, warranties, guarantees, indemnities, similar claims, or other commitments in this Agreement or any written documentation provided by FZ to Dealer; (ii) engage in any unfair, competitive, misleading, or deceptive practices concerning FZ, the Trademarks (as defined herein) or Products, including any product disparagement, "tying" or "bait-and-switch" practices; (iii) sell, either directly or indirectly, or assign or transfer, any Products to any person or entity when Dealer knows or has reason to suspect that the person or entity may resell any or all Products to a third party, including any third party reseller or distributor; (iv) complete sales or distribute Products over the internet ; or (v) use a broker or other FZ dealer to sell any Products without FZ's prior written consent.(9) No Obligations of FZ. Any and all costs and expenses incurred by Dealer in connection with its activities pursuant to this Agreement shall be for Dealer's own account and FZ shall have no responsibility or obligation with respect thereto.

ARTICLE 4

SALES BY FZ TO Dealer

(1) Dealer's Orders and FZ Acceptances. Dealer's orders for the Products will be subject to acceptance by FZ, and may be accepted by FZ in whole or in part. All orders of Dealer will be binding upon Dealer unless and until they are rejected in writing by FZ. With each order furnished by Dealer to FZ, Dealer represents that it is solvent.

(2) Prices and Terms and Conditions of Sale. FZ will sell the Products to Dealer at wholesale prices which, based on information of FZ as to traditional markups, will allow Dealer to sell the Products in the Territory at retail prices similar to the retail prices for the Products in other states. In the event of any dispute as to such markups, the decision of FZ shall be final. Such sales will be made upon the terms and conditions set forth in this Agreement, or upon such other terms and conditions as may otherwise be agreed upon in writing by FZ and Dealer. The suggested retail prices are attached hereto as Exhibit 1 and will be updated by FZ from time to time. FZ may establish specific additional Marketing and Advertising Policy (MAP) that defines acceptable marketing practices related to advertised pricing of Products along with consequences for non-compliance.

(3) Payment by Dealer. As indicated in Article 3 (2), Dealer will pay for the Products at the time of FZ's acceptance of Dealer's order with respect to the first order, and for the duration of the agreement will pay within sixty (60) days upon receipt of the Products. Delivery of any checks or instruments of payment will not constitute payment until FZ has collected the full amount in cash. Dealer will pay all

collection charges, including reasonable attorneys' fees, if any, incurred in connection with its failure to make timely payments.

(4) Passing of Risks between FZ and Dealer. The Products supplied or sold to Dealer will be at Dealer's risk and peril from the time of their delivery to a carrier for delivery to Dealer.

(5) Claims. All claims of any kind with respect to the Products delivered by FZ to Dealer must be made by Dealer in writing within seven (7) days after receipt of the Products by Dealer.

(6) Failure of or Delay in Shipment by FZ. FZ will not be under any liability to Dealer for failure to ship, or for delay in shipment, if such failure or delay results from any event, whether foreseen or foreseeable or not, brought about by any cause beyond the control of FZ, including, but not limited to, any event in the nature of force majeure, acts of God, epidemics, pandemics, governmental laws, rules or regulations, wars, riots, interruptions of navigation, strikes, lockouts, other labor troubles, labor shortages, embargoes, blockades, transportation shortages, fires accidents, floods, sabotage, explosions, failures of any suppliers of FZ to make delivery or any delay of any supplier of FZ in making delivery. However, in the event of any delay in the shipment by FZ of any Products ordered by Dealer which materially affects the ability of Dealer to sell the ordered Products in the Territory, Dealer will have the right to cancel the order.

(7) Dealer's Failure To Accept Delivery. In the event Dealer should fail or refuse for any reason to accept delivery of any of the Products ordered by Dealer, Dealer, in addition to and not in lieu of such other liabilities as may arise from such

failure or refusal, will pay FZ the amount of all expenses incurred in shipping such Products to Dealer and in returning such Products to FZ or in directing such Products to other destination and in any event Dealer shall pay a re-stocking fee in the amount of twenty-five percent (25%) of the amount of the refused order.

ARTICLE 5

TRADEMARKS AND PROPRIETARY INFORMATION

(1) Trademarks. Dealer will not use the Trademarks , or any other trademark, brand or trade name now or at any time hereafter owned, used or claimed by FZ (which trademarks, brands or trade names are hereafter referred to collectively as the “Trademarks”), except in connection with the promotion and sale of the Products pursuant to this Agreement and only in such manner, to such extent and for such purposes as FZ may approve from time to time in writing. Dealer will at no time use any word, symbol or abbreviation, which is similar to or may be confused with or contains a significant part or element of any of the Trademarks. Moreover, Dealer will not, without the express prior written consent of FZ, use, as part of its corporate or business name, any of the Trademarks, or any word, coined word, symbol or abbreviation which is similar to or may be confused with or contains a significant part or element of any of the Trademarks. All use by Dealer of the Trademarks shall be subject to the control and discretion of FZ, and Dealer shall comply forthwith with all instructions of FZ with respect thereto. Dealer shall use all reasonable efforts to protect the Trademarks and rights of FZ with respect thereto. Without limiting the generality of the foregoing, Dealer: (i) shall fully comply with all laws and regulations in the Territory; (ii) shall give prompt notice to FZ of any

infringement of any of the Trademarks which may come to Dealer's attention; (iii) acknowledges and agrees that any and all rights to the Trademarks are FZ's sole and exclusive property and shall not claim at any time any right, title or interest in or to any of the Trademarks other than the right to use the same upon the terms and conditions set forth in this Agreement; (iv) shall not, without the prior written consent of FZ, make use or claim any right to any name or use, register or file any applications or otherwise attempt to register or cause the registration, in any product category, of any trademark which is the same as or confusingly similar to any of the Trademarks, or which consists of or incorporates any of the Trademarks or any words or combination thereof confusingly similar thereto; (v) upon the request and at the expense of FZ, shall assign to FZ any and all right Dealer may have or acquire through the use or otherwise in or to any of the Trademarks; and (vi) upon the expiration or termination of this Agreement for any reason, shall cease to use and not use thereafter any of the Trademarks for any purposes whatsoever. Dealer shall give assistance and support to FZ in any proceeding brought by FZ, and/or any company of the Diamant Group, to protect any of the Trademarks. Dealer shall not, however, without the prior written consent of FZ take any steps to stop any such infringement or alleged infringement of any of the Trademarks.

(2) Patents and Proprietary Information. Dealer shall, in no event and under no circumstances, have or acquire any license or right, express or implied, with respect to any copyright, trade secrets, patent or proprietary information now or hereafter owned or claimed by FZ or any company of the Diamant group, the manufacturer of the Products.

ARTICLE 6

FZ'S WARRANTIES

The Products will be warranted by FZ against defects in material and workmanship in accordance with such standard written form of limited warranty, if any, as FZ may issue from time to time during the term of this Agreement (the "FZ Warranty"). EXCEPT FOR THE FZ WARRANTY, FZ MAKES NO WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, AND ASSUMES NO OBLIGATION WHATSOEVER WITH RESPECT TO THE QUALITY OR CONDITION OF THE PRODUCTS, INCLUDING, BUT NOT BY WAY OF LIMITATION, THE MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE PRODUCTS. NEVERTHELESS IF A CLAIM THAT ANY PRODUCTS ARE DEFECTIVE IS MADE BY Dealer WITHIN THE TIME SET FORTH IN ARTICLE 4(5) OF THIS AGREEMENT, AND FZ AGREES THAT THE CLAIM HAS MERIT, FZ WILL REPLACE THE DEFECTIVE PRODUCTS. FZ WILL NOT BE LIABLE FOR ANY DAMAGES WHATSOEVER UNDER ANY CIRCUMSTANCES.

ARTICLE 7

PRIOR TERMINATION BY FZ

(1) Termination for Cause. FZ has the right to terminate this Agreement for cause, with immediate effect, by giving written notice of such termination to Dealer. The following events, among others, will be considered sufficient cause:

- (a) Failure of Dealer to comply with any of its obligations specified in Article 4 or 5 of this Agreement;
- (b) Dissolution or liquidation of Dealer,

(c) Insolvency or bankruptcy of Dealer or the appointment of a receiver or other officer having similar powers for Dealer or Dealer's business;

(d) Any assignment, transfer or delegation, or attempted assignment, transfer or delegation, by Dealer, in whole or in part, of this Agreement, or any interest in this Agreement, or duty or obligation under this Agreement;

(e) Conviction of Dealer or of any owners or executives of Dealer of any crime or violation of law, if, in FZ's opinion, such conviction may adversely affect the conduct of Dealer's business or would tend to be harmful to the goodwill of FZ, to the reputation of the Products or the Trademarks or to the marketing of the Products;

(f) Conduct of Dealer which significantly increases the exposure of FZ to any liability;

(g) Conduct of Dealer harmful to the goodwill of FZ or to the reputation of the Products or the Trademarks;

(h) Any failure of Dealer to make timely payment for any of the Products supplied or sold to Dealer by FZ; or

(i) Any substantial breach of any other obligation of Dealer pursuant to this Agreement, or in connection with any transaction between FZ and Dealer, which is not cured within ten (10) days after notice in writing by FZ to Dealer, demanding such cure.

(2) Termination for Valid Business Reasons. Anything in this Agreement to the contrary notwithstanding, FZ for valid business reasons, as determined by FZ, in its sole judgment, has the right to terminate this Agreement at any time by giving

written notice of such termination to Dealer, at least thirty (30) days prior to the effective date of such termination as specified in such notice.

ARTICLE 8

RIGHTS AND LIABILITY UPON EXPIRATION OR PRIOR TERMINATION

(1) Dealer's Obligations. Upon expiration or prior termination of this Agreement, Dealer will immediately:

(a) Cease to hold itself out as an authorized retailer of the Products;

(b) Cease any and all activities as a retailer of the Products, including, without limitation, the placement of advertising and the distribution of catalogs or printed materials;

(c) Destroy all stationery, catalogs and other printed material bearing any of the Trademarks or any word, coined word, symbol or abbreviation which is similar to or may be confused with or contains a significant part or element of any of the Trademarks;

(d) Deliver to FZ or to such person or persons as FZ may designate, free of charge, any and all samples, catalogs, promotional material, and other literature and printed material which was acquired or obtained by Dealer from FZ.

(2) No Obligations of FZ upon Expiration or Prior Termination. Neither the expiration or prior termination of this Agreement, whether pursuant to Article 7 of this Agreement or otherwise, or the performance by Dealer of any of its obligations

pursuant to this Article 8, nor any transaction by FZ of any business with any actual or potential customer of Dealer after such expiration or prior termination, will result in any liability by FZ to Dealer for damages, costs, expenses, commissions, loss of profits or compensation of any type, nor in any other liability of any kind or nature of FZ to Dealer.

(3) Business Relations. The expiration or prior termination of this Agreement will not affect any transactions or obligations between FZ and Dealer entered into or incurred prior to such expiration or prior termination. Any business relations of any nature whatsoever between FZ and Dealer after the expiration or prior termination of this Agreement will not operate as an extension or renewal of this Agreement. Nevertheless, all such business relations, so long as they are continued, will be governed by terms identical with the provisions of this Agreement.

ARTICLE 9

GENERAL PROVISIONS

(1) Authority to Sign for FZ. Dealer acknowledges that only Pietro Caucchioli, President of FZ, or his respective successor in office, is authorized on behalf of FZ to execute this Agreement or to agree to any variation, modification, or amendment of any of its provisions.

(2) Variations; Modifications; Amendments. This Agreement may not be varied, modified or amended except by an express instrument in writing to that effect signed on behalf of both FZ and Dealer. Neither a course of performance nor a course of dealing nor usage or trade shall be used to interpret, construe, qualify, explain or supplement any of the provisions of this Agreement.

(3) Entire Agreement. This instrument contains the entire agreement of the parties and terminates and supersedes, as of the beginning of their term, all prior agreements, if any, written or oral, of FZ with Dealer. No representations or statements other than those expressly set forth in this Agreement were made by FZ or relied upon by Dealer in entering this Agreement.

(4) Agreement Not Transferable. No part of this Agreement, no interest in this Agreement and no duty or obligation under this Agreement may be assigned, transferred or delegated by Dealer without the prior written consent of FZ. For purposes of this Agreement, any change in the ownership of Dealer which results in a change in the control of Dealer, any merger of Dealer with any other entity or any sale of a substantial part of the assets of Dealer shall be deemed to be an assignment within the meaning of this Article 9 and Article 7(1)(d) of this Agreement.

(5) Notices. All notices under or pursuant to the provisions of this Agreement shall be in writing and will be sent by certified or registered mail or by overnight courier, such as Federal Express, to the respective addresses of the parties stated in this Agreement, or, if either party, by like notice, shall have specified another address for such notices to it, to the address thus last specified. The parties will immediately advise each other in writing of any change of address.

(6) Waivers. The waiver by either party of any breach or violation of or default by the other party under any provision of this Agreement will not operate as a waiver of such provision or of any subsequent breach or violation thereof or default thereunder.

(7) Applicable Law and Jurisdiction. The laws of the State of New York to the exclusion of the laws of any other state shall be applicable to this Agreement and all transactions of FZ and Dealer. Each of the parties hereby consents to the jurisdiction of the courts of the State of New York located in New York County and of the United States District Court for the Southern District of New York, which jurisdiction shall be exclusive.

(8) Divisibility. If any provision of this Agreement should be held invalid or unenforceable for any reason whatsoever or to violate any law of the Territory, this Agreement is to be considered divisible as to such provision, and such provision is to be deemed deleted from this Agreement, and the remainder of this Agreement will be valid and binding as if such provision were not included in this Agreement.

(9) Titles. The titles appearing at the beginning of the Articles and paragraphs of this Agreement have been inserted for convenient reference only and do not in any way affect the construction, interpretation or meaning of the text.

(10) Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

FZ IMPORT & DISTRIBUTION CORP.

Dealer

By: _____
Pietro Caucchioli

By: _____