

STUDIO DSW PARTICIPATION AGREEMENT

Last Updated August 3, 2026

WELCOME TO STUDIO DSW. Before you get started, here's what we need You to know.

STUDIO DSW – PARTICIPATION TERMS (US)

This Studio DSW Participation Agreement (this “Agreement”) will govern any and all services, content and materials You provide or generate in connection with Studio DSW, through the Duel Platform and any programs for or with DSW Shoe Warehouse, Inc. or its Affiliates (“DSW”) as set forth in this Agreement.

This Agreement represents a legal agreement between you as an individual (“**You**” or “Participant”) and DSW Shoe Warehouse, Inc. The terms “we”, “us” and “our” as used herein also refer to DSW. “Services” as used herein means any and all services offered or provided by You to DSW through Duel, including without limitation, through participating in Studio DSW challenges, programs or other engagements (“DSW Programs”). We grant You the right to participate in DSW Programs conditioned upon your acceptance of this Agreement.

PLEASE READ THE TERMS OF THIS AGREEMENT CAREFULLY BEFORE ENGAGING IN ANY DSW PROGRAM OR PROVIDING ANY SERVICES TO DSW because by providing any Services or participating in any DSW Program You are agreeing to a legally binding contract. You must accept this Agreement (including any additional terms and policies referenced here or available by hyperlink) in order to participate in the DSW Programs or provide the Services to DSW. and these the terms of this Agreement govern your provision of the Services.

BY PROVIDING ANY OF THE SERVICES TO DSW OR PARTICIPATING IN ANY DSW PROGRAMS, YOU AGREE TO THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, YOU SHOULD NOT PROVIDE THE SERVICES OR PARTICIPATE IN ANY DSW PROGRAMS.

These Terms shall be effective immediately upon Your provision of any Services or participation in any DSW Program (the “Effective Date”) and shall continue in full force indefinitely until terminated in accordance with these Terms. DSW may terminate your participation in Studio DSW and any DSW Programs with or without cause or notice in its sole discretion, including, without limitation, if DSW believes that you have violated or acted inconsistently with this Agreement.

DSW will issue “creative briefs” in Studio DSW describing DSW Programs that You may participate in and You may agree to engage in performing the services set forth in the creative brief (each a “Creative Brief”); provided each Creative Brief is subject to the terms of this Agreement. In the event of a conflict between the terms of this Agreement and any Creative Brief this Agreement will prevail.

This sets out what we expect from each other.

1. Who can join. You must be 18+ and a US resident with a valid US shipping address to participate in Studio DSW or provide any Services to DSW or its Affiliates.

2. What we expect from You: You must fully comply with the terms of this Agreement and the applicable Creative Brief. Also we expect You to follow these general guidelines:

- Be honest and provide, real opinions, real reviews, real experiences.
- Be respectful. Do not harass anyone or entity, post any hate speech, or behave in any way that makes others feel unsafe.
- You must disclose Your relationship with DSW when sharing gifted, commission-linked, or program-related Material and fully comply with FTC guidelines as further described herein

including without limiting using #ad, #gifted, or similar disclosure language as required by FTC guidelines.

- Fully comply with Duel Platform Terms of Use.
- Do not engage or use bots, fake accounts, nor bought followers.
- Stay on-brand to DSW and fully comply with Creative Briefs. DSW is a playful, inclusive, and kind brand. Don't post anything under Our hashtags that does not align with the foregoing.
- **YOU AGREE THAT ALL OF YOUR CONTENT, MATERIALS AND POSTS RELATED TO OR REFERRING TO DSW OR CREATED IN CONNECTION WITH OR FOR ANY DSW PROGRAM WILL INCLUDE ONLY ORIGINAL SPOKEN-WORD AUDIO AND UNDER NO CIRCUMSTANCES WILL INFLUENCER INCORPORATE, SYNCHRONIZE OR OTHERWISE INCLUDE ANY THIRD-PARTY OR COPYRIGHTED MUSIC, SOUND RECORDINGS OR MUSICAL COMPOSITIONS.**
- **Exclusivity**
 - Participant may not feature or tag competitor retailer content within DSW specific posts.
 - Participant may not feature any brand logos, footwear or handbags from other retailers in content.
 - Participant may not promote or partner with another brand or retailer in a footwear capacity whether paid or unpaid during the Term
 - Competitors include, but are not limited to: Amazon, Asos, Bloomingdale's, Dick's, Famous Footwear, Finish Line, Foot Locker, J. Crew, JustFabulous, Kohl's, Macy's, Madewell, Nordstrom, Nordstrom Rack, Off Broadway, Payless, Revolve, Shoe Carnival, ShoeDazzle, Shopbop, Target, TopShop, Urban Outfitters, Zappos.

3. What You will get for your Participation. For as long as this Agreement is in effect, if You provide services and participate in programs through DSW Studio on the Duel Platform, in full compliance with the applicable Creative Brief and this Agreement, you will get the following:

- Access to challenges, points, and tiered rewards
- A tier voucher at every level, plus gifting and surprise sends (subject to availability)
- Commission on qualifying sales driven through your personal link as further described below.
- Exclusive offers for your followers through your link
- Invitations to events, drops, and members-only experiences
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- For the avoidance of doubt, the foregoing constitutes the full and complete compensation in connection with the provision of Services hereunder.

4. Commission. Commission is earned on qualifying sales tracked through your personal link ("DSW Customer Transaction") and paid via Impact, DSW's affiliate partner. Payouts clear after a 60-day validation window (returns and cancellations are deducted before payout). Your commission rate is set by Your tier and shown in your portal. Purchases you make through your own link do not earn commission. DSW may adjust rates and qualifying criteria with reasonable notice and you will be subject to such adjustments upon your continued participation in the DSW. You shall be responsible for any withholdings, taxes, agency and/or other fees due on and/or in connection with such total compensation payable hereunder and all other charges required by law. "Customer Transactions" means purchases of DSW Products made directly through the use of a unique tracking link in the Posts as tracked and confirmed by Duel.

5. What DSW reserve the right to do.

- Approve or reject challenge submissions in our sole discretion.

- Remove Participants at any time with or without cause including as a result of Your breach of this Agreement.
- Modify rewards, tiers, commission rates, or program structure upon notice which can be provided by DSW's updating of this Agreement online in Duel or otherwise in DSW's sole discretion.
- Use any Materials You submit across our marketing channels (see clause 6)
- Participant will take-down or re-post (including, without limitation, for reasons relating to FTC disclosures, misspelling, or incorrect information, etc.) any portion of the Materials if requested to do so by DSW, provided that after DSW has approved such Materials, Participant shall take-down an applicable post at DSW's request, and repost in compliance with this Agreement upon DSW's request.

6. Your Materials (Content) and how we use it. By submitting Materials as part of a DSW Program, You grant DSW, its subsidiaries and affiliates and each of their representatives and agents an exclusive, royalty-free, perpetual, worldwide unconditional, irrevocable right and license to use, repost, edit, repurpose, and distribute Your content and materials ("the "Materials") across our owned, earned, and paid channels (including but not limited to Instagram, TikTok, web, email, in-store, and out-of-home). We will credit you on organic channels where possible. and (2) Participant's name, approved nickname(s), approved likeness and approved images of Participant, and any other means of approved personal identification or other approved indicia of Participant; in connection with the applicable DSW Program. Further, DSW will have no obligation to take-down Materials published during the Term.

7. Privacy. We'll handle your personal information in line with the DSW Privacy Policy <https://www.dsw.com/legal/privacy-policy>.

8. Points and rewards. Points unlock tiers and rewards. Your points never expire and you never move down a tier: progress is permanent. Points have no cash value and can't be transferred or sold. Rewards are subject to availability and may be substituted for items of equivalent value.

9. Termination. You can leave Studio DSW at any time; just email us. We can also remove you if you breach this Agreement. Commission validly earned before termination if termination is not as a result of Participant's breach of this Agreement will still be paid out after the standard validation window; provided if this Agreement is terminated due to Participant breach of this Agreement the Participant will not be entitled to any outstanding payments and upon DSW's request refund any sums paid prior to the date of termination. Remove Participants at any time with or without cause including as a result of Your breach of this Agreement. The rights and obligations contained in Sections 11 ("Confidential Information"), 12 ("Representations and Warranties"), 13 ("Indemnification"), 16 ("Relationship of Parties") and, 17 ("Choice of Law/Jurisdiction") as well as any other provisions that, by their nature, are intended to survive termination or expiration, will survive any termination or expiration of this Agreement. Notwithstanding anything to the contrary in this Agreement, DSW shall: (i) have no obligation to de-list or delete any posts featuring the Materials posted in accordance with the terms of this Agreement from its social media platforms following the expiration of this Agreement, and (ii) have the right in perpetuity to use Participant's Persona in connection with DSW's use of the Materials solely for internal business purposes and/or internal corporate communications purposes only.

10. Duel Platform Terms of Use. You will also fully comply with Duel's Terms of Use and You agree that DSW is a third party beneficiary to Duel's Terms as it relates to You and Your engagement with DSW.

11. Confidential Information. Participant understands that the terms of this Agreement and all details relating to the Services and the Materials are confidential. Participant agrees not to utilize or disclose any confidential or proprietary information obtained in the course of performing under the terms of this Agreement (in any form (written or oral) to any third party. Such confidential and proprietary information includes but is not limited to all trade secrets, knowhow, Intellectual Property, the terms of this

Agreement, correspondence between Participant and DSW (including without limitation emails and text messages and computer software/programs, customer lists, DSW lists, business plans, vendor lists, promotional and marketing materials, finances, pricing, fees and commissions, audience and social media follower metrics, contracts and agreements wherein Participant and DSW is a party, and such information that is generally not known to the public. Additionally, to the extent while rendering the Service services hereunder Participant sees, hears, or is told information that may or may not be public, Participant must hold such information strictly confidential. It is understood, however, that Participant may disclose the terms of this Agreement to professional counselors employed by such Party including agency, manager, accountant, and/or attorney, when appropriate. Participant agrees not to make any public statements or statements to press or third parties in connection with this Agreement or the Services in Exhibit A and each Party agrees not to use the other Party's name or marks except as permitted herein. Participant shall be liable and responsible for any unauthorized disclosures of Confidential Information by Participant's representatives.

12. Representation and Warranties. Participant represents and warrants to DSW that (excluding materials supplied by or on behalf of DSW): (1) the Materials are original to the Program; (2) the Materials do not and will not, infringe upon or violate the copyright, and to the best of Participant's knowledge, will not infringe upon or violate the trademark, patent, right of publicity or privacy, or any other right of any person or entity and Participant owns or has a perpetual and fully transferable and sublicensable license to all intellectual property rights of the Materials she provides to DSW; (3) the Services and Materials will be promptly rendered in a professional manner, of first rate quality, and in compliance with all applicable laws and regulations; (4) Participant will not use DSW IP (as defined below) (except as permitted in Paragraph 10); (5) during the Term, will not commit any crime, or act that is or will be an offense involving moral turpitude behavior that is inconsistent with the values and brands of DSW, or which may bring DSW, its representatives or agents, or Participant into wide-spread public disrepute, contempt, scandal, or ridicule, or which insults or offends a large portion of the general community or any substantial population to which DSW's advertising materials are directed, or which will likely tend to injure their success of the Program or will likely tend to disparage or reflect unfavorably upon DSW's products or services, (6) Participant owns and controls the Materials and all rights to them throughout the world and has the legal authority to grant the rights to DSW hereunder; (7) Participant has the full and exclusive right and authority to enter into this Agreement; (8) Participant is not subject to, and will not accept, any obligation that is inconsistent or incompatible with Participant's obligations under this Agreement; (9) Participant has full power and authority to include any and all minor children in any content or Materials provided by or approved by Participant hereunder; and (10) Participant is not a member of SAG-AFTRA nor any other actors' or performers' union, guild or collective bargaining agreement and the Parties acknowledge and agree that no services provided pursuant to this Agreement are or will be subject to any obligations under any talent union, guild, or collective bargaining agreements (including SAG-AFTRA) including without limitation any payment obligations.

(B) Participant further represents and warrants that Participant will comply with all applicable laws in connection with their Services, including but not limited to, the Federal Trade Commission's Guides Concerning the Use of Endorsements and Testimonials in Advertising ("FTC Guides"). Participant acknowledges and agrees that marketing laws require the avoidance of misleading consumers and if AI-generated content is perceived as real customers, Participants, endorsers, or testimonials, DSW and Participant could face scrutiny and penalties from the FTC (U.S.) and Competition Bureau (Canada).

Accordingly, Participant will:

- (1) Clearly and conspicuously disclose Participant's true identity and that Participant has received compensation and products and/or other incentive items from DSW (e.g., by using #ad, #spon or Instagram's "paid partnership" setting).
- (2) Place their required disclosures above the fold when promoting the Materials on social platforms and including disclosures as follows: (i) Instagram: all paid for posts including Stories, should include a hashtag such as "#sponsored" or "#ad" or Participant may use the paid partner tag in advanced settings which displays "paid partnership with DSW";
- (3) Not make any false, misleading or deceptive statement and not make any product performance or attribute claims about DSW products or services. Participant may express

opinions, but will not make any factual claims about the products or services, only such statements are provided to Participant by DSW to be included in the Materials;

(4) Ensure that the Materials, accurately reflects Participant's honest, current opinions and beliefs based on his/her personal experience, including with DSW's products;

(5) Not purport to speak on behalf of DSW, its representatives or agents;

(6) Conduct activities related to the Services in a manner that is or could reasonably be offense or insulting to the general community or any substantial population to which DSW's advertising materials are directed, or which will likely tend to injure their success of the Program or will likely tend to disparage or reflect unfavorably upon DSW's products or services.

(7) In regard to Artificial Intelligence ("AI"):

(a) Disclose AI Usage: The use of AI in advertisements should be transparent. Clearly label AI-generated content (e.g., "AI-generated image") in all marketing materials. Labels should be easy to see, placed near the AI-generated content, and easy to understand.

(b) Avoid Misleading Content: Do not present AI-generated content as real customers, Participants, endorsers, or testimonials. Ensure all AI-generated content is accurate and not exaggerated. Use disclaimers when necessary.

(c) No Fake Social Proof: Do not use AI-generated content to simulate likes, followers, reviews or testimonials.

(d) Respect Consumer Perception: Ensure the AI-generated content cannot reasonably be interpreted as featuring real people unless disclosed. Pay special attention to content used in targeted ads and review closely to avoid bias.

(e) Use Bilingual Disclosures: For Canadian audiences, include both English and French disclaimers. (This is specific to our Rubino in Quebec)

(f) Document Review Process: Keep records of internal reviews and risk assessments for all AI-generated content.

(C) DSW represents and warrants that: (i) DSW has the right and authority to enter into this Agreement; and (ii) DSW will comply with all applicable laws, rules, regulations and ordinances in the performance of this Agreement.

13. Indemnification and Indemnity; No Consequential Damages. Participant agrees to, indemnify, reimburse, defend and hold harmless DSW, its representatives or agents, and their respective, affiliates, officers, directors, employees, and agents ("DSW Indemnified Parties"), from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable outside attorney's fees) claims or injuries ("Claims") arising from or in connection with or arising out of (i) any breach of Participant's representations, warranties or obligations under this Agreement (ii) Participant's negligence or willful misconduct . actual or alleged infringement of any patent, copyright, trade-secret, trademark, trade name, service mark or similar intellectual property rights arising out of this Agreement, the Materials and/or the Posts. Participant hereby agrees, on its behalf and on behalf of its successors, assigns, heirs, executors and administrators, to release, waive, discharge, absolve, agree to hold harmless and covenant not to sue DSW, its representatives or agents, (collectively, "Released Parties"), from any use permitted in this Agreement. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. The foregoing exclusion of damages shall not apply to breach of any warranties and representations expressly set forth in this Agreement.

14. Intellectual Property. Except in regard to DSW's product and materials, Participant shall be solely responsible for obtaining any third-party releases/permissions in writing, including but not limited to, people, locations, and music, as applicable, and provide DSW with releases/permissions upon execution. Participant will not acquire the right to use, and will not use, the DSW trademark or any designs, patents, trade dress trade names or copyrighted works of DSW ("DSW IP"), or of its parent, subsidiaries or affiliated companies or of its representatives and agents: (a) for Participant's personal advertising, publicity or promotions; (b) to express or imply any endorsement by DSW of Participant's blog/website,

products or services; or (c) for any other purpose or in any other manner; except only as necessary for Participant to properly perform the Services. Notwithstanding the foregoing, Participant may use any DSW IP provided to Participant by DSW as long as such intellectual property is unmodified, used in their original form, and used as approved by DSW in writing in each instance. Participant may use the Materials for Participant's portfolio after DSW's release of Materials to the general public. DSW shall own all intellectual property in the products it manufactures and/or sells.

15. No Assignment or Subcontract. Participation may not assign or subcontract any of its rights or obligations under this Agreement without the prior written consent of DSW.

16. Relationship of Parties. Participant's relationship with DSW, and its representatives and agents, is that of independent contractor, and nothing in this Agreement is intended to, or should be construed to create a partnership, agency, joint venture or employment relationship. Participant is not authorized to make any representation, contract, or commitment on behalf of DSW, its representatives and agents, unless authorized in writing to do so by an authorized officer of DSW. DSW shall not be liable for any broker's and / or agent's fees and/or commissions payable to Participant in connection with this Agreement and or the services to be provided by Participant hereunder.

17. Choice of Law/Jurisdiction. This Agreement will be governed by the laws of New York, without regard to its choice of law provisions. In any action by Participant for any claims in connection with this Agreement or the Program, Participant agrees that its exclusive remedy will be for actual damages and in no event will Participant be entitled to injunctive or any other equitable relief. The parties hereby consent and agree that jurisdiction and venue for any action, suit or proceeding arising out of or relating to this Agreement and the transactions contemplated hereby shall be properly and exclusively in the state or federal courts located in and for New York, New York, and expressly waive any and all rights which they may have or which may hereafter arise to contest the propriety of such choice of jurisdiction and venue.

18. Entire Agreement. This Agreement contains the entire understanding of the parties and cannot be altered or amended, except by a written amendment executed by the parties. This Agreement will be binding upon the parties and will inure to the benefit of each other and their successors and assigns.