

BUYING AGENT AGREEMENT

THIS AGREEMENT, dated as of the ____ day of _____, 20__, is between Genesco Inc., a Tennessee corporation, having its principal office at Genesco Park, Nashville, Tennessee, United States of America 37202 (hereinafter referred as the "Buyer"), and _____, a _____, having its principal office at _____ (address) _____ (corporation, partnership, individual, etc.) _____ (hereinafter referred to as the "Agent").

WHEREAS, the Buyer wishes to employ the Agent to purchase merchandise from suppliers outside the United States, and the Agent wishes to act on behalf of the Buyer as an independent buying agent.

NOW, THEREFORE, the parties mutually agree as follows:

1. The Buyer appoints the Agent to be its buying representative on a non-exclusive basis upon the terms and conditions contained herein, and the Agent accepts such appointment. Either party may terminate this Agreement and the agency relationship established hereunder upon thirty (30) days' written notice to the other party, or immediately upon a material breach of this Agreement.

2. The Agent agrees to use its best efforts:

(a) to obtain and submit, upon request from the Buyer, samples of available merchandise which the Agent believes might be of interest to the Buyer, together with price and delivery information relating thereto;

(b) to make available the services of its employees to meet and consult with representatives of the Buyer, provided, however, that reasonable prior notice is given;

(c) to place orders on behalf of the Buyer by transmitting the Buyer's purchase order to the supplier, to expedite such orders and to advise the Buyer of delivery schedules;

(d) to inspect the merchandise prior to packing, to ascertain and advise the Buyer whether the merchandise meets the Buyer's specifications and to assure that the packing is in accordance with the instructions of Buyer;

(e) to represent the Buyer's interest in connection with any and all claims which might arise against a manufacturer or supplier for defective or non-conforming goods;

(f) to communicate Buyer's requirements with respect to quality standards, labor standards and security to suppliers and to monitor compliance as requested by Buyer; and

(g) to provide, at the Buyer's request, all other services typically provided by a buying agent in the ordinary course of business.

3. The Buyer agrees to pay the Agent a commission of _____ percent (____%) of the supplier's net invoice price of all merchandise (other than sample merchandise) which is ordered through the Agent and for which the Agent performs the services required under section 2 above. The "net invoice price" shall be net of taxes, tariffs, duties, transportation costs, trade discounts, returns, refunds and allowances. Commissions shall be payable upon Buyer's receipt of the merchandise at its warehouse in the United States. This commission represents the Agent's entire compensation for services performed on the Buyer's behalf, and Agent is not entitled to any further compensation or reimbursement. Payments to the Agent by the Buyer shall be made by check or wire transfer only, and no requests for cash payments shall be accepted. All payments to the Agent by the Buyer shall be made to the Agent directly, not to third parties. Payments to the Agent by the Buyer shall be made in the country where the Agent performed the work for which it is being compensated, or in the country of the Agent's home address.

4. Each party to this Agreement will pay its own expenses, included but not limited to travel expenses.
5. The Agent, in executing this Agreement, warrants that:
 - (a) the Agent has no ownership interest in, no financial interest in, and no control over the manufacturers or other suppliers of the merchandise purchased by the Buyer with the assistance of the Agent;
 - (b) the Agent does not and will not sell raw materials to such manufacturers or suppliers and does not and will not guarantee or make any other undertaking with respect to their raw material costs;
 - (c) neither the manufacturers nor other suppliers have any ownership interest in, any financial interest in or any control over the Agent;
 - (d) the Agent has not and will not receive any commission or other compensation, directly or indirectly, from the manufacturers or other suppliers;
 - (e) the Agent will keep no merchandise on hand for the Buyer, but will only order merchandise for the Buyer when the Buyer so instructs and only from such manufacturers or other suppliers from which the Buyer could purchase directly ex-factory;
 - (f) the Agent will retain for three (3) years written evidence (in the form of invoices and other receipts from inland freight carriers and from the manufacturers and suppliers) available for inspection by the Buyer to verify the amounts which are shown on export invoices;
 - (g) the Agent will not furnish to the manufacturers any dies, molds, patterns, artwork, printing plates, engineering work or financial assistance and will not otherwise assist in the production of the merchandise purchased for the Buyer without the advance written approval of the Buyer;
 - (h) the Agent has not offered or given, and will not offer or give, to any employee, agent or representative of the Buyer any money, gifts, favors, lavish or unusual hospitality, loans, or anything of more than nominal value; and
 - (i) the Agent has read and understands the Buyer's Corporate Policies for Ethical Business Practices and Legal Compliance and will conduct its business on behalf of the Buyer in a manner consistent with such Policy.

Should changes occur which would make the above warranties by the Agent untrue or misleading, the Agent immediately will advise the Buyer in writing.

6. The Agent further agrees as follows:
 - (a) The Agent will comply with all applicable laws and regulations of all jurisdictions in which it conducts business on the Buyer's behalf, and of the United States.
 - (b) Laws implementing the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions (the "Convention"), including the U.S. Foreign Corrupt Practices Act (the "Act"), prohibit international public bribery. The Agent understands the provisions of the Act, and agrees to comply with those provisions and to take no action that might be a violation of the Act or the laws of other countries that prohibit corrupt payments.
 - (c) The Agent affirms that it, and each of its owners, directors, employees, and every other person working on its behalf, has not and will not, in connection with the transactions contemplated by this Agreement or in connection with any other business transactions involving the Buyer, make, offer or promise to make any payment or transfer anything of value, directly or indirectly, (i) to any governmental official or employee (including employees of government-owned and government-controlled corporations and public international organizations); (ii) to any political party, official of a political party, or candidate; (iii) to an intermediary for payment to any of the foregoing; or (iv) to any other person or entity if such payment or transfer would violate the laws

of the country in which made or the laws of the United States, including the Act and the Convention. For the purposes of this section, "governmental official" means any officer or employee of any non-U.S. government or any department, agency, or instrumentality thereof, or of any government-owned or government-controlled corporation or any public international organization, or any person acting in any official capacity for or on behalf of any such government or department, agency, instrumentality, corporation, or public international organization.

It is the intent of the parties that no payments or transfers of value shall be made which have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business.

(d) The Agent has represented and warranted, and hereby reaffirms its representation, that no employee, officer, director, or direct or indirect owner of the Agent is a government official, political party official or candidate, or an immediate family member of such an official or candidate.

The Agent further represents and warrants that in the five years immediately prior to the effective date of this Agreement, the Agent has not participated in nor disclosed any information in connection with any investigation concerning any actual or alleged material violation of the laws implementing the Convention, including the Act.

In the event that there is a change in the information contained in this subsection, the Agent agrees to make immediate written disclosure to the Buyer at the following address:

Genesco Inc.
Attention: General Counsel
535 Marriott Drive, 12th floor
Nashville, Tennessee 37214

(e) The agent agrees that it will, at the request of the Buyer, certify that it has not, and to its knowledge no other person, including but not limited to any employee or agent of the Buyer has made, offered to make, or agreed to make any loan, gift, donation, or other payment, directly or indirectly, whether in cash or in kind to or for the benefit of any government official, political party, party official, or candidate for political office in order to secure or retain business. The Agent further agrees that should it learn of or have reason to know of any such payment, offer, or agreement to make a payment to a government official, political party, or political party official or candidate in connection with the Buyer's business, it will immediately advise the Buyer in writing (at the address above) of such knowledge or suspicion.

(f) The Buyer shall be allowed reasonable access to the Agent's books and records to confirm the Agent's compliance within the provisions of this Section 6.

7. Agent represents that it is familiar with the United States Customs and Border Protection ("CBP") initiative called the Customs Trade Partnership Against Terrorism ("C-TPAT") and shall use its best efforts to support Buyer's participation in C-TPAT. Agent agrees to (i) fully comply with any reasonable request of Buyer to ensure that all merchandise sold to Buyer is as safe from terrorist acts as possible, (ii) comply with all CBP security recommendations, (iii) use commercially reasonable efforts to become a certified and validated member of C-TPAT, if available to Agent, (iv) immediately notify Buyer if Agent becomes suspicious or aware of any attempt, potential attempt, or commission of any act of terrorism with respect to merchandise being sold to Buyer, (v) promptly notify Buyer of any breach or suspected breach in the security and safeguard of the products while within Agent's custody or control, or in the event it otherwise has information regarding any suspected or known breach of security pertaining to the merchandise; (vi) ensure that factories are provided a copy of CBP's Foreign Manufacturer Security Criteria; and, (vii) include security in factory inspections and monitoring.

8. The Buyer will be responsible for arranging payments of all merchandise ordered through the Agent by letters of credit or in any other manner acceptable to the manufacturer or other supplier of such merchandise. The Agent shall have no responsibility for payment of the purchase price, or of the freight, insurance, duties or other such costs of importing the merchandise.

9. The Agent agrees to hold harmless, indemnify and defend the Buyer from and against any and all claims, liabilities, damages, costs and expenses, including reasonable attorneys' fees, in any way arising out of the breach by the Agent of any representation, warranty or covenant hereunder.

10. The obligations and rights of the Agent hereunder are personal and not assignable.

11. It is agreed that the Agent is an independent contractor and not an employee or partner of the Buyer.

IN WITNESS WHEREOF, the undersigned hereto executed this Agreement as of the day and year first above written.

GENESCO INC.

AGENT: _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____