

ASMODEE NORTH AMERICA SPECIALTY RETAILER POLICY TOY AND GIFT ACCOUNTS

By applying for and purchasing under a Toy and Gift Account, the applicant company (hereafter “Retailer”) hereby acknowledges and acquiesces this unilateral sales policy (hereafter “Toy and Gift Specialty Retailer Policy”) in an effort to obtain and maintain status as a Toy and Gift Specialty Account with Asmodee North America, Inc. (hereafter “ANA”), whose official address is 1995 W. Cty Rd B2, Roseville, Minnesota, 55113, U.S.A.

1.0 Definitions

Unless otherwise defined herein, the following terms used in this Toy and Gift Specialty Retailer Policy are defined as follows:

ANA Distributor: A distributor specifically named on ANA’s approved toy and gift distributor list, which is located on ANA’s website. This list is subject to change.

ANA Product: The products listed under ANA’s Toy and Gift Specialty Catalog.

Defective Product: An ANA Product damaged or faulty in manufacturing.

Demonstration Copy: A copy of an ANA Product sold, or otherwise provided, to Retailer for the purpose of allowing Retailer to demonstrate the function and value of the ANA Product to End-Users, or for the ANA Product to be part of the Retailer’s “Demonstration Library” by which End-Users may use or explore the ANA Product within the confines of Retailer’s physical store location(s).

Destruction: The impairment of a product to such extent that its original purpose is no longer materially possible, and the safe disposal of the remaining materials to a general waste company.

End-User: An individual customer who purchases a product from Retailer and for which that product is, to the best of Retailer’s knowledge, intended for that customer’s consumption, and not for resale.

MAP: The minimum advertised price of each ANA Product is equal to the ANA Product’s MSRP, less a specified percentage. ANA communicates the MAP for each individual ANA Product on its website and by various other communications to its customers.

MSRP: Manufacturer’s suggested retail price. ANA communicates the MSRP for each individual ANA Product on its publisher websites, catalogs, and by various other communications to its customers.

Purchase Order: A formal communication, provided by Retailer, either in writing or verbally to a sales representative of an ANA Distributor, in which Retailer commits to purchase a designated quantity of one or more ANA Products.

Release Date: The date specified by ANA, with a starting time of midnight on the specified date, by which the related ANA Product may be sold to the public.

Specialty Retailer: A retailer approved by ANA upon acknowledgement of an ANA Specialty Retailer policy, and having an active account with ANA.

Toy and Gift Specialty Account: The account ANA maintains for a Specialty Retailer whose sales of ANA Products are governed by this Toy and Gift Specialty Retailer Policy.

Toy and Gift Specialty Catalog: The list of products (plus respective expansions and accessories for those products) with the title “Toy and Gift Specialty Catalog” found on ANA’s website, subject to change.

2.0 Effective Date

This policy will take effect on May 15, 2018. The terms and covenants of any sales policy between Retailer and ANA existing prior to that date will remain in effect until May 14, 2018.

3.0 Business Standards of Retailer

Retailer represents that:

- i) it is a company duly incorporated or organized in the United States of America;
- ii) it has one or more physical “brick and mortar” retail locations in the United States of America;
- iii) Retailer’s physical retail locations are professional, clean, inviting in appearance, and provide sufficient access to restrooms for End-User customers.
- iv) the majority of its revenue is derived from face-to-face sales of physical products to End-Users at its physical “brick and mortar” retail locations.
- v) it operates its business in accordance with all applicable local, state, and federal laws;
- vi) its business is solely the sale of merchandise to End-Users.

Retailer represents that it will maintain the points above as long as Retailer chooses to acquiesce to this Toy and Gift Specialty Retailer Policy in order to maintain a Toy and Gift Specialty Account with ANA.

ANA shall, at its sole discretion, determine whether the standard of appearance and cleanliness conforms to the requirements of this Section 3.0.

4.0 Account Application Process

The process of applying for and obtaining a Toy and Gift Specialty Account with ANA is as follows:

4.1 Retailer submits any information reasonably requested by ANA as found alongside this Policy on ANA’s website.

4.2 ANA will evaluate Retailer on a variety of factors. ANA will then decide, at its sole discretion, whether to approve or reject the application and communicate to Retailer accordingly. If ANA has not communicated approval of the application after thirty (30) days from the date of submittal, Retailer’s application is rejected.

If Retailer’s application is approved by ANA, Retailer will be notified by ANA of such approval in writing and assigned an account number.

ANA, ANA Distributors, and Retailer will be able to check whether Retailer’s account is active by entering Retailer’s account number into the relevant section of ANA’s website, or by contacting an ANA sales representative.

5.0 Exclusivity of Active ANA Account Types

Retailer may only acquiesce to one given ANA sales policy, and maintain one ANA account type, at a time. At the time of Retailer’s submittal of this policy to ANA, if Retailer has an existing ANA sales policy and account type in place, then that prior policy and account type will be terminated and closed upon ANA’s acceptance of Retailer’s submission and acquiescence hereof.

ANA may, at its sole discretion, even if the submission of this policy is approved, mandate a waiting period for Retailer to transition from an existing sales policy and account type.

6.0 Retailer’s Conduct

Retailer will adhere to the following provisions governing its conduct and method of sales of the ANA Products.

6.1 Channel of Sale

Retailer may only sell the ANA Products to End-Users.

Except as described otherwise herein, the channel by which Retailer chooses to sell the ANA Products to End-Users, such as via physical retail locations, online, or at End-User conventions, is not restricted.

6.2 Minimum Advertised Price

Retailer will not advertise the price of an ANA Product to be below that ANA Product’s MAP. Retailer will not represent the MSRP of an ANA Product to be anything other than the MSRP communicated by ANA for that given ANA Product.

- i) This Section 6.2 and the MAP of ANA Products applies only to the advertised price and does not apply to actual point-of-sale (in-store or checkout) price, which is at the sole discretion of Retailer.
- ii) Advertised prices include prices in respect to ANA Products published by or on behalf of Retailer in any and all media, including but not limited to flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, television, radio, and public signage, as well as internet sites, social media sites, apps, or any other electronic media. This includes any price visible on the internet prior to an ANA Product being placed in a customer's virtual shopping cart or similar feature, including, but not limited to prices visible via auction sites, electronic bulletin boards, browsers, portals, pop-ups, tweets, posts, and other method of publication, even if through links or another website. Retailer may not include statements such as "click here for best price" or "click here to see pricing", or use automated bounce-back pricing emails, forms, and automatic price display for ANA Products prior to such products being placed in a customer's virtual shopping cart or similar feature.
- iii) ANA will consider Retailer's actual advertised price to be the price at which an ANA Product is offered by or on behalf of Retailer to an End-User (potential or actual) after applying all discounts, rebates, allowances, coupons, and similar price reductions advertised by or on behalf of Retailer in connection with the ANA Product, excluding certain taxes and shipment charges paid by the customer.
- iv) Retailer must not bundle, package or advertise any ANA Products for sale together with discounted non-ANA products, and must not bundle, package or advertise multiple ANA Products at an advertised total price lower than the aggregated MAP for each ANA Product included in the bundle.
- v) ANA may, at its sole discretion, on the ANA website provide a list of ANA Products that are excepted from the provision of this Section 6.2
- vi) This Section 6.2 does not apply to labels or stickers displaying the actual pricing to End-Users when adhered onto physical ANA Product to be sold in person by Retailer to End-Users. Retailer may not publish or otherwise disseminate scans, photographs, or other visual reproductions of such physical labels or stickers.
- vii) This Section 6.2 does not apply to actual prices of ANA Product communicated directly to an individual End-User in person, by telephone, by individual email response, or the display of the price in an End-User's virtual shopping cart.
- viii) This Toy and Gift Specialty Retailer Policy is a unilateral statement of ANA's preferences concerning the type of account to which ANA chooses to distribute the products that are subject to this Toy and Gift Specialty Retailer Policy. It is not the intent or purpose of this Toy and Gift Specialty Retailer Policy to restrict, coerce, force, or reach agreement with a retailer to charge a particular price for any ANA Product.

6.3 Seller Identity

When selling or advertising ANA Products to End-Users in any of the allowed channels of sale defined in Section 6.1 Retailer may not represent itself under any other name or identity than those for which the Retailer was approved hereunder.

6.4 Communication

Retailer will make a reasonable amount of time available for telephone conferences with ANA or an ANA Distributor to discuss the sale and marketing of ANA Products. Retailer acknowledges that these telephone conferences may be recorded.

6.5 Adherence to Release Dates

Retailer will not sell any ANA Product that has a Release Date prior to the date communicated by ANA or the ANA Distributor as the product's Release Date. Notwithstanding anything to the contrary, at the latest, ANA Product may be sold anytime after thirty (30) days from the date Retailer receives a shipment of ANA Product.

6.6 Defective Product Returns

Retailer must, within thirty (30) days of the original sale of an ANA Product to an End-User, and provided Retailer is given reasonable proof of sale (such as a copy of the Retailer's receipt for the sale) accept Defective Product returns from such End-User.

Retailer will refund the End-User in the form of either a replacement, store credit, or cash refund according to Retailer's refund policies.

WHERE AN ANA PRODUCT HAS BEEN SOLD BY RETAILER TO AN END-USER BY ANY METHOD OTHER THAN A FACE-TO-FACE COMMERCIAL RESALE IN RETAILER'S PHYSICAL RETAIL LOCATION(S), RETAILER IS OBLIGATED TO PAY FOR RETURN-SHIPING COSTS FROM THE END-USER TO RETAILER IN THE EVENT OF A DEFECTIVE PRODUCT RETURN.

ANA MAY FROM TIME TO TIME AND AT ITS SOLE DISCRETION, ELECT TO SEND SMALL REPLACEMENT/MISSING PARTS DIRECTLY TO END-USERS WHO HAVE PURCHASED ANA PRODUCT, PER REQUESTS ON AN ANA PUBLISHER WEBSITE MADE BY SUCH END-USERS. THIS SERVICE IS NOT INTENDED TO REPLACE OR REPAIR ANA PRODUCT THAT IS MATERIALLY DEFECTIVE, AND DOES NOT RELIEVE RETAILER OF ITS OBLIGATION TO ACCEPT ANY VALID DEFECTIVE PRODUCT RETURN FROM END-USERS.

Retailer shall request a credit from the ANA Distributor for each such valid Defective Product using the mechanism for handling damage returns to the ANA Distributor per the ANA Distributor's terms of sale.

Notwithstanding the above, as identified by ANA at its sole discretion, should a substantial part of a production run of an ANA Product be considered Defective Product, or in the case where ANA issues a recall of an ANA Product, ANA shall, on a case-by-case basis, work with Retailer either directly, or through an ANA Distributor, to wholly or partially defray the cost of repairing or returning the affected ANA Product.

6.7 Demonstration Copies

- i) Demonstration Copies of select ANA Product, of which only stand-alone games and the core sets of product lines are eligible, are available for purchase from the ANA Distributor. Retailer will limit its purchases to one Demonstration Copy per eligible ANA Product per physical retail location.
- ii) Demonstration Copies provided to Retailer may be visibly damaged or marked, but in usable condition.
- iii) Demonstration Copies are intended for Retailer's product demonstration purposes, or for free End-User "in-store gaming" purposes only. Resale or transfer of Demonstration Copies is prohibited, as is any charge to the End-User related to the use or enjoyment of Demonstration Copies.

6.8 Promotional and Marketing Materials

From time to time, marketing and promotional materials may be provided to Retailer, or be made available for purchase by Retailer through an ANA Distributor. Marketing and promotional materials may include, but are not limited to: posters, playmats, dice, trophies, upgraded replacement components, or tournament kits.

Retailer must not sell, or abet the sale of, any provided or purchased promotional or marketing materials. Retailer will not be found in violation of this section if Retailer charges for admittance to, or participation in, events where promotional or marketing materials are provided, but not sold, to attendees or participants.

7.0 Ordering ANA Product, Demonstration Copies, or Marketing Materials

After January 1st, 2018, or unless instructed otherwise by ANA, Retailer must procure ANA Product solely through an ANA Distributor. Sales of ANA Products by an ANA Distributor to Retailer are initiated by Retailer issuing a Purchase Order for the desired ANA Products to the ANA Distributor, and after which, at its sole discretion, the ANA Distributor chooses to accept the Purchase Order in whole or in part.

7.1 No Contract for Sale. No contract for sale shall be deemed to have been entered into by ANA or the ANA Distributor unless the Retailer is compliant with all provisions of this Policy along with any other requirements of the ANA Distributor. No terms that conflict with this Policy, communicated verbally or in writing with Retailer's Purchase Order or elsewhere, shall be valid in relation to the purchase of ANA Product, unless in writing and signed by a duly appointed officer of ANA. ANA sales representatives and the ANA Distributor are not duly appointed officers of ANA.

7.2 No Guarantee. ANA does not guarantee that any given ANA Product will be available to Retailer through an ANA Distributor for purchase. ANA does not guarantee inventory availability for any ANA Product.

7.3 ANA Distributor Reporting. Retailer understands that ANA Distributors must provide ANA with frequent detailed reports outlining Retailer's ANA Product purchases.

8.0 Information Errors or Changes

ANA reserves the right, at its sole discretion, to change or correct information related to ANA Products, including, but not limited to price, availability, release date, MSRP, or case quantities. ANA will use its best commercial efforts to notify

Retailer of such corrected or changed information. ANA will not honor any previously released information which has been corrected or changed.

9.0 Reservation of Rights

ANA reserves the right, at its sole discretion, to sell or decline selling any or all ANA Products, marketing materials, or Demonstration Copies to any prospective, current, or terminated account or third party whatsoever.

10.0 Termination

Termination of a Toy and Gift Specialty Account may occur by any of the following:

- i) Retailer may terminate its status as a Specialty Retailer under this Toy and Gift Specialty Retailer Policy at any time at its sole discretion, upon written notice to ANA. Such written notice must be signed by a duly authorized officer of Retailer.
- ii) ANA may terminate a retailer's status as a Specialty Retailer under this Toy and Gift Specialty Retailer Policy at any time in its sole discretion, upon written notice to Retailer by an authorized agent of ANA.
- iii) This Toy and Gift Specialty Retailer Policy shall be terminated on the effective date of any updated version of this Toy and Gift Specialty Retailer Policy. Retailer will receive notice at least fifteen (15) days in advance of the effective date of any such updated version. Retailer may, at its sole discretion, decide whether agree to an updated version of a Toy and Gift Specialty Retailer Policy or terminate its status as a Specialty Retailer.
- iv) Retailer's application hereunder for obtaining a Toy and Gift Specialty Account with ANA is rejected.

10.1 Effects of Termination

If Retailer's status as a Specialty Retailer is terminated, Retailer's Toy and Gift Specialty Account, if one exists, will be promptly deactivated and such deactivation will be communicated to ANA Distributors who will no longer be able to supply Retailer with ANA Products. Any unfilled purchase orders through an ANA Distributor will be cancelled, where possible.

11.0 General

11.1 No Warranty

UNLESS OTHERWISE EXPRESSLY SET FORTH ON THE PACKAGING OF THE GOODS, ANA MAKES NO WARRANTY OR CONDITION, EXPRESSED OR IMPLIED, WITH RESPECT TO ANY GIVEN ANA PRODUCT, DEMONSTRATION COPY, OR SET OF PROMOTIONAL AND MARKETING MATERIALS, AND ANA DISCLAIMS ANY AND ALL WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A SPECIFIC PURPOSE, STABILITY, OR PERFORMANCE.

11.2 ANA's Intellectual Property

All trademarks, copyrights, patents, or other intellectual property in the ANA Products (hereafter the "IP") are owned by ANA, its affiliates, or partners. Nothing herein, nor any activity or performance by Retailer hereunder, shall grant any right in the IP to Retailer.

11.3 No Liability

In no event shall ANA be liable to Retailer in contract or tort, including negligence and strict liability, for any special, punitive, indirect, incidental, or consequential damages of any kind whatsoever, including but not limited to replacement of goods, loss of profits or production, loss of revenue or use of revenue, property damage, or expenses or damages incurred in connection with or arising out of ANA's performance or non-performance hereunder, whether suffered by Retailer or any third party, or for any loss or damage arising out of the sole or contributory negligence of Retailer, its employees, agents, or any third party.

11.4 ANA Distributors

Except where expressly outlined in this Toy and Gift Specialty Retailer Policy, all purchases, financial transactions, communication, and all other aspects of the business relationship between Retailer and ANA Distributors is subject to the ANA Distributors' policies. ANA makes no warranty or representation as to the quality of the service, financial health, performance, or behavior of the ANA Distributors.

11.5 Independent Parties

Retailer's acknowledgement and compliance with this policy shall not be construed to create a partnership, joint

venture, joint enterprise, agency, or employment relationship between Retailer and ANA.

11.6 No Authority

Neither Retailer nor ANA will have the authority to enter into agreements of any kind on behalf of the other or to bind or obligate the other in any manner to any third party.

11.7 No Assignment

Neither this Toy and Gift Specialty Retailer Policy nor any resulting accepted Purchase Orders shall be delegated or assigned by Retailer. Any purported delegation or assignment shall be void and of no effect.

11.8 Waiver

No waiver by ANA of any violation on the part of Retailer of this policy shall constitute a waiver of any subsequent violation or of any violation of other policy provisions. ANA may choose, in its sole discretion, to provide written notification waiving an anticipated violation of a given policy provision to Retailer. Written waivers are exclusive to the party requesting the waiver.

11.9 Notifications

All notifications hereunder must be made in writing and delivered via one of the following methods: email, certified mail, or a recognized international delivery carrier. All notifications hereunder to ANA must be made to Retailer's designated Asmodee North America sales representative, or if no such designated sales representative has been established, then to the Legal Department of ANA (legal@asmodeena.com).

11.10 Interpretation

The captions and headings of this Toy and Gift Specialty Retailer Policy are intended for ease of reference only and shall not be used in the interpretation of this Policy. Should any provision of this Toy and Gift Specialty Retailer Policy be held by a court of competent jurisdiction to be void, invalid, or inoperative, the remaining provisions hereof shall not be effected and shall continue in effect as though such unenforceable provision(s) have been deleted here-from.

11.11 Force Majeure

Neither ANA nor Retailer shall be liable to the other for failure to perform according to this Policy if the delay or failure was due to any cause beyond its control, including, but not limited to: (i) acts of God, explosion, flood, tempest, fire, or accident; (ii) war or threat of war, sabotage, insurrection, civil disturbance, or requisition; (iii) acts, restrictions, regulations, by-laws, prohibition, or measures of any kind on the part of any local or federal governmental authority.