

ASMODEE NORTH AMERICA HOBBY GAMES RETAILER POLICY FLAGSHIP ACCOUNTS

By applying for, maintaining, and purchasing products under a Hobby Games Flagship Account, the applicant company (hereafter “Retailer”) acknowledges this sales policy (hereafter “Flagship Policy”) unilaterally imposed and enforced by Asmodee North America, Inc., 1995 West County Road B2, Roseville, Minnesota, 55113, U.S.A. (hereafter “ANA”). Retailer acknowledges that ANA may act in its unilateral discretion to not sell products, or to refuse any other benefits, to the Retailer if its advertised pricing practices or any other conduct is inconsistent with this Policy.

1.0 Definitions

Unless otherwise defined herein, the following terms used in this Flagship Policy are defined as follows:

ANA Authorized Sales Agent: A duly authorized sales agency and its sales representatives which facilitate the sale of and sell ANA Products on behalf of ANA.

ANA Distributor: ANA or an ANA approved hobby games distributor. Approved hobby games distributors are subject to change.

ANA Product: Any product currently being offered and/or sold by ANA as part of its active product listing (available upon request from Retailer’s ANA representative).

Brick-and-Mortar Store: A publicly accessible physical retail store location engaged in the business of selling products to the public. A Brick-and-Mortar Store does not include office space, warehouse space or other non-retail locations.

Counterfeit Products: Any product or item produced or offered for sale that is a copy, fake, substitute, or similar in appearance and/or function to any of the products offered by ANA.

Dedicated Play Space: A dedicated physical area within a brick-and-mortar retail location that: (i) is equipped with tables and chairs, (ii) is generally accessible to End-Users and (iii) is intended for: game demonstrations, free-play of games, tournament/organized functions for games, or other practical manifestations of the gaming hobby.

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

Demonstration Copies: A copy of 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). Demonstration Copies include AsmoDemo and AsmoPlay kits.

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.

Disney Licensed Product: Any ANA Product that includes Disney-owned intellectual property.

End-User: An individual customer located in the United States of America or its territories who purchases product from a Retailer and for which that product is, to the best of Retailer’s knowledge, intended for that customer’s consumption and not for further resale.

MAP: The minimum advertised price for each applicable ANA Product, regardless of the condition of the 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.

MAP Amnesty Period: A period of time, as determined solely by ANA, in which Retailers are not required to adhere to MAP for certain ANA Products.

MSRP: Manufacturer's suggested retail price. ANA communicates the MSRP for each individual ANA Product on its websites, catalogs, and by various other communications to its "Hobby Games Retailers", as defined below.

Purchase Order: A formal communication, provided by the Retailer, either in writing or verbally to a sales representative of ANA or its specifically designated Distributor(s), in which Retailer commits to purchase a designated quantity of one or more ANA Products at a designated purchase price.

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

Hobby Games Retailer: An approved retailer pursuant to one of ANA's Retailer Policies.

Hobby Games Flagship Account: The account ANA maintains for a Hobby Games Retailer whose sales of ANA Products are governed by this Flagship Policy.

2.0 Effective Date

This Flagship Policy will take effect on June 1, 2021. The terms, conditions and covenants of any retailer sales policy between Retailer and ANA existing prior to that date will remain in effect until May 31, 2021.

3.0 Business Requirements of Retailer

Retailer represents that:

- i) Retailer is a company duly incorporated or organized in the United States of America or its territories, and is in good standing with the governmental body it is incorporated or organized in.
- ii) Retailer operates its business in accordance with all applicable local, state, and federal laws. This includes, where applicable, obtaining and maintaining a current business license, a resale certificate and sales tax certification.
- iii) Retailer may own at least one (1), but fewer than ten (10) commercial Brick-and-Mortar Store(s) in the United States of America or its territories, each engaged predominantly in the business of selling games, pop culture items or comic books and related accessories to End-User.
- iv) Retailer's Brick-and-Mortar Store(s) is/are professional, clean, inviting in appearance, and provide sufficient access to restrooms for End-User customers.
- v) The majority of Retailer's revenue must be from online sales of physical products to End-Users via its own web store.

Retailer represents that it will adhere to and comply with the requirements above as a condition of establishing and maintaining a Hobby Games General Account with ANA.

ANA shall, at its sole discretion, determine whether the Hobby Games Retailer is in compliance with the entirety of the requirements of Section 3.0.

4.0 Account Application Process

The process for applying for and obtaining a Hobby Games Flagship Account with ANA is as follows:

4.1 Fill out and submit the online application located on our website. By submitting an online application, Retailer is agreeing to this Flagship Policy. Each legal entity/business can have only one ANA account per Brick-and-Mortar Store.

4.2 Supply documentation as requested by ANA. Such documentation may include, but is not limited to, the following:

4.2.1 Articles of incorporation as submitted to the corresponding Secretary of State or a valid Partnership Agreement.

4.2.2 A valid Resale Certificate or Sales Tax Certificate.

4.2.3 A Certificate of Good Standing issued by the Secretary of State or similar governmental body.

4.2.4 A valid business license issued by the corresponding city, county or state.

4.2.5 Proof of registration of a trade name, assumed name, fictitious business name or similar.

4.3 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 was rejected.

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

ANA, ANA Distributors, and Retailer will be able to verify whether an 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 Active ANA Account Types

Retailer may only maintain one ANA account type at a time. When a Retailer has more than one (1), but fewer than ten (10) Brick-and-Mortar retail locations then each Brick-and-Mortar store location must have its own ANA account.

At the time of Retailer's submittal of their application to ANA, if Retailer has an existing account type in place, then that prior account type will be terminated and closed upon ANA's approval of Retailer's application.

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

6.0 Retailer's Conduct

Retailer will adhere to the following provisions governing its conduct and channels of sale the ANA Products may be sold into by Retailer.

6.1 Channel(s) of Sale

Retailer may only sell the ANA Products to End-Users. Unless restricted, Retailer may sell the ANA Products to End-Users through all of Retailer's normal sales channels, being its Brick-and-Mortar Store(s), online, and consumer conventions, except no ANA product may be sold on the Amazon Online Marketplace, including but not limited to active and inactive products.

i) ANA will maintain on its website a "ANA Restricted Product List" where it will post and regularly update ANA Products that are restricted for sale in certain channels. It is the responsibility of the Retailer to check the Restricted ANA Product List regularly and prior to purchase. Such restrictions will be strictly enforced.

6.2 Territories of Sale

Retailer may only sell ANA Products to End-Users located in the United States of America and its territories.

6.3 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 6.3 and the MAP of ANA Products applies only to the advertised price and does not apply to actual point-of-sale checkout price, which is at the sole discretion of the 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 (including signage at End-User and trade conventions), as well as internet sites, social media sites, apps, video blogs, blogs, or any other electronic media. This includes any price visible on the internet prior to 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 methods of publication, even if through links or another website. Retailer may not include statements such as and similar to, "click here for best price," or "click here for business pricing" 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. Any online "business price" must adhere to MAP.

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) Except for ANA approved bundles, Retailer must not bundle, package or otherwise advertise, with or without a discount, any:

- a) ANA Products for sale together,
- b) ANA Product and non-ANA Products together.

c) Multiple ANA Products, or multiple ANA Products and non-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 ANA websites provide a list of ANA Products that are excepted from the provisions of this Section 6.3. ANA may, from time to time, and at ANA's sole discretion, initiate a MAP Amnesty Program. Retailers agree to adhere to any and all terms and conditions of a MAP Amnesty Program, including but not limited to adhering to the length or duration of the event.

vi) This Section 6.3 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 6.3 does not apply to actual prices of ANA Product communicated directly to an individual End-User in person, by telephone or by individual email response.

viii) This General 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 General Policy. It is not the intent or purpose of this General Policy to restrict, coerce, force, or reach agreement with a retailer to charge a particular price for any ANA Product.

6.4 Seller Identity

When selling or advertising ANA Products to End-Users in any of the allowed channels of sale as defined in Section 6.1 and Section 6.2, Retailer may not represent itself under any other name or business entity other than those which the Retailer listed in its approved application.

6.5 Communication

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

6.6 Adherence to Release Dates

Retailer will not sell or provide 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 any time after thirty (30) days from the date the Retailer received a shipment of ANA Product with the exception of Disney Licensed Products. Pre-Orders are permitted on ANA Product. ANA Product, excluding any Disney Licensed Product, may be displayed but cannot be sold, given away, or in any way provided to End-Users prior to the release date. Physical copies of Disney Licensed Product(s) may not be displayed prior to the Release Date.

6.7 Defective Product Returns

Retailer must, within thirty (30) days from 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 transaction in Retailer's physical retail location(s), Retailer is obligated to pay for return-shipping costs from the End-User to Retailer in the event of a Defective Product return.

Retailer shall request a credit from the ANA Distributor for each such valid Defective Product using the mechanism for handling damaged 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.

6.8 Demonstration Copies

i) Demonstration Copies of select ANA Product, availability and eligibility of which is determined solely at ANA's discretion, may be available for purchase from ANA or an ANA Distributor. Retailer will limit its purchases to one Demonstration Copy per eligible ANA Product per physical retail location. "Demonstration Copies" includes AsmoDemo and AsmoPlay kits, however, Retailer is permitted to obtain more than one of those kits.

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 expressly prohibited, as is any charge to the End-User related to the use or enjoyment of Demonstration Copies.

6.9 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 ANA or an ANA Distributor. Marketing and promotional materials may include, but are not limited to posters, playmats, dice, trophies, upgraded replacement components, display stands, displays, tournament kits, Organized Play kits, AsmoDemo kits, and AsmoPlay Kits.

Retailer must not sell, or abet the sale of, any 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 material are provided, but not sold, to attendees or participants.

7.0 Ordering ANA Product, Demonstration Copies, or Marketing Materials

Unless instructed otherwise by ANA, Retailer must procure ANA Product directly through ANA, an ANA Distributor or an ANA Sales Agent. Sales of ANA Products by a Retailer are initiated by Retailer issuing a Purchase Order for the desired ANA Products. Acceptance, whole or in part, of any order placed with ANA, an ANA Distributor, or an ANA Sales Agent is at ANA's, ANA Distributor's or ANA Sales Agent's sole discretion.

7.1 No Contract for Sale

No contract for sale shall be deemed to have been entered into by ANA, the ANA Distributor, or the ANA Sales Agent unless the Retailer is compliant with all provisions of this Flagship Policy along with

any other requirements of the ANA Distributor. No terms that conflict with this Flagship 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 agreed to in writing and signed by a duly appointed officer of ANA.

7.2 No Guarantee.

ANA does not guarantee inventory availability for any ANA Product.

7.3 ANA Distributor Reporting

Retailer understands that ANA Distributor(s) must provide ANA with frequent detailed reports outlining Retailer's ANA Product purchases and Retailer agrees to use all commercially reasonable efforts to cooperate with ANA Distributor in obtaining said report information.

7.4 Altering or Tampering with ANA Product

Retailer will not intentionally modify, tamper with or alter ANA Product(s) in any way, except that Retailer may add its own pricing sticker to the packaging.

7.5 Counterfeit Products

Retailer shall purchase ANA Products exclusively from ANA, an ANA Distributor or through an ANA Sales Agent. If Retailer purchases, is offered the opportunity to purchase or otherwise becomes aware of any Counterfeit Products the Retailer shall promptly notify ANA thereof. Retailer covenants and agrees not to procure, obtain or purchase any Counterfeit Products, and the failure of Retailer to comply with the foregoing shall constitute grounds for immediate termination of Retailer's Hobby Games Flagship Account by written notice to such effect sent by ANA.

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 commercially reasonable efforts to notify Retailer of such corrected or changed information. ANA will not honor 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. Termination

Termination or revocation of a Hobby Games Flagship Account may occur by any of the following:

- i) Retailer may terminate its status as a Hobby Games General Retailer under this General 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 Hobby Games General Retailer under this General Policy at any time at its sole discretion, upon written notice to Retailer by an authorized agent of ANA.
- iii) This General Policy shall be terminated on the effective date of any updated version of this General Policy. Retailer will receive notice at least fifteen (15) days in advance of the effective date of any such updated version.

iv) Retailer's application hereunder for obtaining a Hobby Games General Account with ANA is rejected.

10.1 Effects of Termination

Retailer's application or its Hobby Games Flagship 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, commissions 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, officers, or any third party.

11.4 ANA Distributors and ANA Sales Agents

Except where expressly outlined in this Hobby Games Flagship Retailer Policy, all purchases, financial transactions, communication, and all other aspects of any business relationship between Retailer and ANA Distributors or ANA Sales Agents is subject to the ANA Distributor's or the ANA Sales Agents policies. ANA makes no warranty or representation as to the quality of the service, financial health, performance, or other behavior of the ANA Distributor(s) or ANA Sales Agents.

11.5 Independent Parties

Retailer's acknowledgment and compliance with this Flagship Policy shall not be construed to create a partnership, 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 Flagship Policy nor any resulting accepted Purchase Order(s) 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 Flagship 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 ANA sales representative, or if no such designated ANA sales representative has been established, then to the Legal Department of ANA (legal@asmodeena.com).

11.10 Interpretation

The captions and headings of this Flagship Policy are intended for ease of reference only and shall not be used in the interpretation of this Flagship Policy. Should any provision of this Flagship Policy be held by a court of competent jurisdiction to be void, invalid, or inoperative, the remaining provisions hereof shall not be affected and shall continue in effect as though such unenforceable provision(s) have been deleted. This Flagship Policy will be interpreted and enforced under the laws of the State of Minnesota, USA, without regard to its conflict of laws provision. This Flagship Policy shall be construed as a whole, according to its fair meaning, and not in favor of or against any party.

11.11 Force Majeure

Provided that nothing in this Section 11.11 shall serve to limit, absolve or delay the payment obligations of Retailer to timely pay for ANA Product actually received, neither ANA nor Retailer shall be liable to the other for failure to perform 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, pandemic, 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.

11.12 Audits To conform/review

Retailer will maintain, at its executive offices, the comprehensive books of account and records concerning the purchase, sale, and inventory of Product and other support for compliance with this Agreement. ANA or its designated representative may audit Retailer's books, records, and physical inventory in some or all of Retailer's warehouses to verify the accuracy of any provided statements and compliance with this Agreement, either in-person or remotely. Such audits will take place during Retailer's normal business hours and upon reasonable written notice to Retailer. Retailer will fully cooperate with and help facilitate the audit. The cost of the audit will be borne by ANA unless the audit reveals Retailer to have been in material breach of this Flagship Policy, in which case the cost of the audit will be borne by the Retailer. An audit may include, but is not limited to, verifying the accuracy of reports, confirming account eligibility (brick & mortar store, online sales, resale certificate(s), business registration(s), business licensing and sales tax certification, where applicable) and any applicable sales volume thresholds.