

ASMODEE NORTH AMERICA MASS MARKET RETAILER POLICY MASS MARKET ACCOUNTS

By maintaining, and purchasing products under a Mass Market Account, the applicant company (hereafter “Retailer”) understands and acknowledges this unilateral sales policy (hereafter “Mass Market Policy”) of Asmodee North America, Inc., 1995 West County Road B2, Roseville, Minnesota, 55113, U.S.A. (hereafter “ANA”).

1.0 Definitions

Unless otherwise defined herein, the following terms used in this Mass Market 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 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.

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

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 ANA’s MAP Policy for certain ANA Products.

Mass Market Account: The account ANA maintains for a Mass Market Retailer whose sales of ANA Products are governed by this Mass Market Policy.

Mass Market Retailer: A retailer who, at ANA’s sole determination, (i) fulfills all of the business requirements listed in Section 3.0, (ii) complies with this Mass Market Policy, (iii) has been approved by ANA after account registration, and (iv) maintains an active account with ANA.

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 "Mass Market Games Retailers", as defined below.

Onboarding Materials: Any applications, forms, certificates of insurance, code of conduct, and social compliance certificates, as requested by ANA to be provided or completed by Retailer.

Purchase Order: A formal communication, provided by the Retailer, either in writing or verbally to a sales representative of ANA 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.

Sample Copies and Promotional Materials: A copy of ANA Product or marketing material sold, or otherwise provided, to Retailer for the purpose of allowing Retailer to demonstrate the function and value of the ANA Product.

2.0 Effective Date

This Mass Market Policy will take effect on November 1, 2023. The terms, conditions, and covenants of any retailer sales policy between Retailer and ANA existing prior to that date will remain in effect until October 31, 2023.

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 owns at least ten (10) commercial Brick-and-Mortar Store(s) or has a high-volume webstore, meaning inventory turnover rates consistent with industry standards for mass market stores in the United States of America, is based in the United States of America or its territories, and is engaged predominantly in the business of selling a wide variety of goods to a wide variety of End-Users.
- 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.

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

ANA shall, at its sole discretion, determine whether the Mass Market 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 Mass Market Account with ANA is as follows:

4.1 Fill out and submit any Onboarding Materials provided by ANA. By submitting completed Onboarding Materials, Retailer understands and acknowledges this Mass Market Policy.

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.

4.2.6 Any Code of Conduct, Vendor Guide, Routing Guide, Sales Agreement and Purchase Order Terms and Conditions, or similar.

4.3 ANA 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

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

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 and/or trade shows.

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.

ii) No ANA product may be sold on the Amazon Online Marketplace, including but not limited to active and inactive products, without written consent from ANA,

6.2 Territories of Sale

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

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.

A copy of ANA's MAP Policy is located here: https://b2b-media-production-ana.s3.amazonaws.com/filer_public/91/b9/91b95de8-27b4-4cbf-9fc3-4720f7e9188e/map_policy_2022.pdf

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 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 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 ANA for each such valid Defective Product using the mechanism for handling damaged returns to ANA per ANA'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 directly to wholly or partially defray the cost of repairing or returning the affected ANA Product.

6.8 Sample Copies

- i) Sample Copies are intended for Retailer's product demonstration purposes only. Resale or transfer of Sample Copies is expressly prohibited, as is any charge to the End-User related to the use or enjoyment of Sample 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. Marketing and promotional materials may include,

but are not limited to posters, playmats, dice, trophies, upgraded replacement components, display stands, and displays.

Retailer must not sell, or abet the sale of, any promotional or marketing materials.

7.0 Ordering ANA Product, Sample Copies, or Marketing Materials

Unless instructed otherwise by ANA, Retailer must procure ANA Product directly through ANA, 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 or an ANA Sales Agent is at ANA'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, or the ANA Sales Agent unless the Retailer is compliant with all provisions of this Mass Market Policy. No terms that conflict with this Mass Market 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 Reporting

Retailer understands that ANA may request detailed reports outlining Retailer's ANA Product purchases and Retailer agrees to use all commercially reasonable efforts to cooperate with ANA 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 must purchase ANA Products exclusively from ANA 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 agrees not to knowingly 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 Mass Market 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 Sample Copies to any prospective, current, or terminated account, or third party whatsoever.

10. Termination

Termination or revocation of a Mass Market Account may occur by any of the following:

- i) Retailer may terminate its status as a Mass Market Retailer under this Mass Market 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 Mass Market Retailer under this Mass Market Policy at any time at its sole discretion, upon written notice to Retailer by an authorized agent of ANA.
- iii) This Mass Market Policy shall be terminated on the effective date of any updated version of this Mass Market. 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 Mass Market Account with ANA is rejected.

10.1 Effects of Termination

Retailer's application or its Mass Market Account, if one exists, will be promptly deactivated and such deactivation will be communicated to ANA Sales Agents who will no longer be able to supply Retailer with ANA Products. Any unfilled purchase orders through an ANA Sales Agent 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 or licensors. 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 Sales Agents

Except where expressly outlined in this Mass Market Retailer Policy, all purchases, financial transactions, communication, and all other aspects of any business relationship between Retailer and ANA Sales Agents is subject to 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 Sales Agents.

11.5 Independent Parties

Retailer's acknowledgment and compliance with this Mass Market 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 Mass Market 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 Mass Market 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 Mass Market Policy are intended for ease of reference only and shall not be used in the interpretation of this Mass Market Policy. Should any provision of this Mass Market 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 Mass Market Policy will be interpreted and enforced under the laws of the State of Minnesota, USA, without regard to its conflict of laws provision. This Mass Market 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 Mass Market Policy. 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 Mass Market Policy, 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 Mass Market 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.