

ASMODEE NORTH AMERICA SPECIALTY RETAILER POLICY

I. Definitions. The following terms used in this Specialty Retailer Policy are defined as follows:

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

ANA Product: Any product currently being sold by ANA as part of its active product listing (available upon request from Retailer's ANA representative), as well as any ANA product which is no longer actively sold by ANA, but which was actively sold within the last 12 months.

ANA Product Provider: The entity (or entities) supplying Retailer with ANA Product hereunder.

Defective Product: An ANA Product(s) that was 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 whom purchases an ANA 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.

MSRP: Manufacturer's suggested retail price. ANA communicates its MSRP's on its website, 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 Product Provider, in which Retailer commits to purchase a designated quantity of one or more ANA Products. Except as expressed otherwise in this Policy, Purchase Orders from Retailer to ANA are binding on Retailer.

Release Date: The date specified by ANA Product Provider, 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 this Policy, and having an active Specialty Retail Account with ANA.

Specialty Retail Account: The account ANA maintains for each Specialty Retailer.

Term Sheet: The collection of information describing Retailer's terms of sale by which it may purchase the ANA Products from ANA, available separately upon request to an ANA sales representative.

II. Business Standards of Retailer

Retailer must satisfy the following conditions, and Retailer represents that:

1. it is a company duly incorporated or organized in, and has a physical presence in, the United States of America;
2. it operates its business in accordance with all applicable local, state, and federal laws;
3. its primary business is the sale of toys, games, comic books, educational supplies, books, or trend merchandise to End Users;

III. Account Application

Retailer hereby submits an application for ANA's consideration to accept retailer as a Specialty Retailer, and to be bound by all provisions and terms of this Specialty Retailer Policy.

A. **Account Application Process.** The process of applying for and obtaining a Specialty Retail Account with ANA is as follows:

1. Retailer acknowledges and submits this Specialty Retailer Policy to ANA, along with any other information reasonably requested by ANA on ANA's website found alongside this Policy;
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. If ANA has not communicated approval of the application after thirty (30) days from the date of submittal, Retailer's application shall automatically be deemed *rejected*.
3. If Retailer's application is *approved* by ANA, Retailer will be notified by ANA of such approval in writing and assigned an account number.

Upon approval, Retailer may publicly describe itself as an "Authorized Asmodee North America Specialty Retailer" and in the context of its business, unless instructed otherwise by ANA, may display any associated graphic of such designation provided by ANA.

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

4. If Retailer's application is rejected, Retailer's Specialty Retailer Account status is not active, and subject to those same terms relating to the termination of a Specialty Retailer Account, Section VII.B.

IV. Retailer's Conduct

A. Channel of Sale

RETAILER MUST NOT SELL OR TRANSFER ANY ANA PRODUCT PURCHASED HEREUNDER IN ANY MANNER OTHER THAN THROUGH FACE-TO-FACE COMMERCIAL RESALE EXCHANGE WITH END-USERS IN RETAILER'S PHYSICAL RETAIL LOCATION(S) OR AT A PHYSICAL EXTENSION OF THE RETAILER'S RETAIL LOCATION AT A CONSUMER SHOW/CONVENTION. ALL OTHER CHANNELS AND METHODS OF SALE FOR ANA PRODUCT IS STRICTLY PROHIBITED, INCLUDING BUT NOT LIMITED TO SUB-DISTRIBUTION, SALES OVER THE INTERNET, AND MAIL ORDER.

FOR THE AVOIDANCE OF DOUBT, ANY TRANSFER OR SALE OF ANA PRODUCTS TO SUBSIDIARIES OR AFFILIATE COMPANIES CONTROLLED, OR PARTIALLY CONTROLLED, BY RETAILER OR ANY OF RETAILERS' OWNERS AND/OR SHAREHOLDERS, ARE PROHIBITED HEREUNDER.

B. No Alteration of Products

Unless approved to do so in writing by ANA, Retailer will not alter ANA Products in the following manner:

- a) remove ANA Product from its original packaging and labeling;
- b) obscure the logos, titles, safety labeling or warnings, and legal notifications present on the packaging;
- c) break ANA Products into components for individual resale

C. Adherence to Release Dates

Retailer will not sell any ANA Product that has a Release Date prior the date specified by the ANA Product Provider 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.

D. 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 said 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.

Retailer shall request a credit from the ANA Product Provider for each such valid Defective Product using the normal mechanism for handling damage returns to the ANA Product Provider.

After Retailer has received credit for the Defective Product, the Defective Product shall be known as a "Remnant Copy". The Remnant Copy is the property of the ANA Product Provider.

Retailer must follow the instructions regarding handling of the Remnant Copies from the ANA Product Provider which will be one of the following:

- (1) Conversion to a Demonstration Copy; or
- (2) Destruction; or
- (3) Return to ANA Product Provider. Retailer may be responsible for the shipping cost of returning Remnant Copies to ANA Product Provider.

THE RESALE OR TRANSFER OF REMNANT COPIES IS STRICTLY PROHIBITED.

Notwithstanding the above, as identified by ANA at its sole discretion, should a majority 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.

For the avoidance of doubt, ANA may from time to time and at its sole discretion, elect to send small replacement/missing parts directly to individuals whom have purchased ANA Product, per requests on ANA's website made by such individuals. 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.

E. Demonstration Copies

1. Purchase. 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 directly from ANA. Retailer may request a Term Sheet from ANA for more details on pricing. Limit 1 Demonstration Copy per eligible ANA Product per physical retail location.
2. Condition. Demonstration Copies provided to Retailer may be visibly damaged or marked but in usable condition.
3. Use. 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 direct charge to the End-User related to the use or enjoyment of Demonstration Copies.

F. Promotional and Marketing Materials

1. Receipt/Purchase. From time to time, marketing and promotional materials may be provided to Retailer, or be made available for purchase by Retailer either directly through ANA or an ANA Distributor. Marketing and promotional materials may include, but are not limited to: posters, playmats, dice, trophies, upgraded replacement components, or tournament kits.
2. No Resale. Retailer must not sell, or abet the sale of, any provided or purchased promotional or marketing materials. For the avoidance of doubt, Retailer will not be found in violation of this section if Retailer charges for admittance to, or participation in, events where any promotional or marketing materials described in Section IV.F.1 are provided, but not sold, to attendees or participants.

G. Ordering ANA Product, Demonstration Copies, or Marketing Materials

Sales of ANA Products by the ANA Product Provider to Retailer are initiated by Retailer issuing a Purchase Order for the desired ANA Products to the ANA Product Provider, and after which, at its sole discretion, the

ANA Product Provider chooses to accept the Purchase Order in whole or in part.

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 Product Provider. 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.
2. **No Guarantee.** ANA does not guarantee that any given ANA Product will be available to Retailer, either through ANA or an ANA Distributor, for purchase. ANA does not guarantee inventory availability for any ANA Product.
3. **ANA Distributor Policies.** Retailer understands that its ability to purchase the ANA Product from the ANA Distributors is provided as a service to Retailer by ANA. The ANA Distributors' ability to supply Retailer with ANA Product is subject to a written Policy acknowledged by each ANA Distributor and subject to amendment.

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

H. Information Errors or Changes

ANA reserves the right, at its sole discretion, to change or correct information related to ANA Products or the Term Sheet, including, but not limited to, Product Type (as defined below), discount rates, 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. However, for purchases of ANA Product purchases made by Retailer directly from ANA, and for which Retailer notifies ANA that Retailer has been affected by a correction or change, ANA will allow Retailer to either a) revise any outstanding purchase order (including cancellation), or b) if the affected product has already shipped to Retailer, refuse an incoming shipment that includes ANA Product affected by the change.

V. Product Purchasing Directly From ANA

The terms of this Section V will only apply for Retailer purchases of ANA Product directly from ANA. For Retailer purchases of ANA Product through an ANA Distributor, the ANA Distributor's terms regarding purchasing will apply instead.

- A. Pricing.** Retailer will be provided informational listings of ANA product as they become available with a designated MSRP and a designation of one of four categories (hereafter "Product Types"): (i) Standard Product, (ii) Custom Product, (iii) Collectible Product, or (iv) Exception Product. If in doubt, Retailer may confirm with its ANA sales representative as to the Product Type of any ANA Product.

Each Product Type corresponds to a discount rate as detailed in the Term Sheet (available upon request to an ANA sales representative) and subject to change at ANA's sole discretion, with such changes being effective five (5) business days from the date of written notice to Retailer.

- B. Payment.** Retailer must pay for each Purchase Order within the timeframe listed in the Term Sheet. Any late payments shall be subject to an interest charge of 12% APR, or the highest interest charge allowable by law, whichever is lower.
- C. Freight.** The cost of freight for Retailer's Purchase Orders shall be paid according to the terms described in the Term Sheet.
- D. Order Processing.** ANA will endeavor to expeditiously process and ship any accepted Purchase Order from its warehouse to Retailer. ANA may provide Retailer with an estimate of the processing and shipping time.
 1. ANA does not guarantee the accuracy of provided estimates for processing time, ship dates, or arrival dates for any given order.

2. If Retailer receives a shipment for an order fulfilled twelve (12) months or more after the original order date, Retailer may refuse the shipment.
3. With the exception of Sections V.H and VI.B.2 hereof, Retailer will not refuse shipment of any Purchase Order submitted by Retailer to ANA.

- E. Shipping: Overages, Shortages, and Damages.** If Retailer receives more, or less, ANA Product in a shipment than what Retailer ordered or was invoiced for, or if Retailer receives ANA Product damaged in freight, or is in possession of one or more Defective Products (to be processed as a damaged product), Retailer will:

Report the overage, shortage, or damage issue through the form on ANA's website within fifteen (15) calendar days of receipt of the affected Purchase Order, or in the case of defective products, within fifteen (15) days of discovery or return by End User. Retailer will be contacted by an ANA sales representative to resolve the issue, which will be at ANA's sole discretion.

VI. Reservation of Rights

Notwithstanding anything to the contrary, ANA reserves the right, at its sole discretion, to sell or decline selling any or all ANA Products and Demonstration copies to any prospective, current, or terminated account or third party whatsoever.

VII. General

A. Termination.

Termination of a Specialty Retailer Account may occur by any of the following:

1. Retailer may terminate its status as a Specialty Retailer under this 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.
2. ANA may terminate Retailer's status as a Specialty Retailer under this Specialty Retailer Policy at any time in its sole discretion, upon written notice to Retailer by an authorized agent of ANA.
3. This Specialty Retailer Policy shall be terminated on the effective date of any updated version of this Specialty Retailer Policy. Retailer will receive notice at least one (1) month in advance of the effective date of any such updated version. Retailer may, at its sole discretion, decide whether to acknowledge an updated version of a Specialty Retailer Policy or terminate its status as a Retailer.

B. Effects of Termination.

If Retailer's status as a Specialty Retailer is terminated, the following events occur:

1. Retailer's Specialty Retailer Account, if one exists, will be promptly deactivated and cancelled, with such cancellation and deactivation communicated to ANA Distributors who will no longer be able to supply Retailer with ANA Products.
2. Any unfulfilled purchase orders through ANA or ANA Distributors will be cancelled, where possible.
3. All ANA Products purchased hereunder shall remain subject to Section IV hereof, which shall survive the termination of the Retailer's active Specialty Retailer Account status until such ANA Product is sold.
4. Except for Section VII.B.3, upon termination, this Specialty Retailer Policy is no longer binding on Retailer or ANA.
5. Upon termination, Retailer may no longer describe itself as an "Authorized Asmodee North America Specialty Retailer" and must remove all public notification that would designate it to be so.

- C. 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.

- D. 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.

- E. ANA Distributors.** Except where expressly outlined in this 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, performance, or behavior of the ANA Distributors.
- F. 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.
- G. No Authority.** Neither Retailer or 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.
- H. No Assignment.** Neither this Specialty Retailer Policy or any resulting accepted Purchase Orders shall be delegated or assigned by Retailer. Any purported delegation or assignment shall be void and of no effect.
- I. 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.
- J. 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 the designated Asmodee North America sales representative, or if no such designated sales representative has been established, then to the Legal Department of Asmodee North America (legal@asmodeena.com).
- K. Rights at Law.** Retailer acknowledges that any violation of this policy by Retailer, such as, but not limited to, selling ANA Products outside the permitted channel outlined in Section IV.A, will cause injury to ANA, and that ANA reserves the right to terminate Retailer's Specialty Retail Account and to pursue equitable relief for such injury to the fullest extent of the law.

The rights and remedies of ANA relating to this Specialty Retailer Policy will in no way minimize ANA's rights and remedies at law and equity. All such rights and remedies shall be cumulative (not exclusive), and ANA shall not be bound to exercise any such rights and remedies in any particular sequence.

- L. Interpretation.** This Specialty Retailer Policy shall be construed as a whole, according to its fair meaning, and not in favor of or against any party. The captions and headings of this 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 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.
- M. 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; (iv) strikes, lock-outs, or other industrial actions or trade disputes (whether involving ANA or of a third party); (v) difficulties in obtaining raw materials, labor, fuel, or parts of machinery; or (vi) failure or breakdown of machinery.