



CONFIDENTIAL

General Terms & Conditions Policy

Acceptance

1. Acceptance. Little Likes Kids, LLC (“LITTLE LIKES KIDS”) has published this Reseller Agreement (“Agreement”) on its web site. Any entity wishing to purchase LITTLE LIKES KIDS’ products for resale to others (“Reseller”) should carefully review this Agreement. RESELLER’S CLICKING MAY ACCEPT BY SIGNING AND DELIVERING THIS DOCUMENT TO LITTLE LIKES KIDS, IS ITS INDICATION THAT RESELLER HAS REVIEWED, UNDERSTANDS AND CONSENTS TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.

2. Acceptance of this Agreement by Reseller is expressly limited to the exact terms contained herein and any attempt to alter or omit any of such terms shall be deemed a counteroffer, which may be rejected by LITTLE LIKES KIDS. It is a condition of this Agreement that any provisions printed or otherwise contained in any acknowledgment hereof, purchase order or other document which is submitted by Reseller which are inconsistent with or in addition to the terms and conditions herein stated, and any alteration in this Agreement, shall have no force or effect, and that Reseller agrees that any such provision therein or any such alterations in this Agreement shall not constitute any part of this Agreement unless specifically assented in a writing executed by LITTLE LIKES KIDS. No alteration of LITTLE LIKES KIDS’ rights or obligations stated herein shall be binding unless agreed to in writing by LITTLE LIKES KIDS.

Definition

1. For purposes of this Policy: “Products” means products that are made available by LITTLE LIKES KIDS for sale to an Authorized Dealer and the product carries any brand or trademark that is claimed by LITTLE LIKES KIDS, including but not limited to LITTLE LIKES KIDS; “Authorized Dealer” means a distributor, dealer, or other reseller authorized by LITTLE LIKES KIDS to resell Products, whether the Authorized Dealer purchases product directly from LITTLE LIKES KIDS or from a third party; “LITTLE LIKES KIDS Intellectual Property” means any or all of the patents, trademarks, service marks, trade names, commercial symbols, designs, specifications, copyrights, images, part numbers, data, data bases, marketing information, trade secrets and confidential information in which LITTLE LIKES KIDS or its designees claim rights; “LITTLE LIKES KIDS Notice” means notice to an Authorized Dealer from LITTLE LIKES KIDS in written or electronic form or made available on an LITTLE LIKES KIDS-designated website; “LITTLE LIKES KIDS Policy” means collectively the then-current versions of this document and other announcements, policies, and product information issued in writing or made available electronically by LITTLE LIKES KIDS to an Authorized Dealer; “Do-Not-Sell List” means LITTLE LIKES KIDS notice which indicates that the designation of an Authorized Dealer has been revoked with respect to all of the Products to one or more businesses, organizations, or addresses.

Minimum Advertised Price (MAP)

1. Little Likes Kids minimum advertised price (“MAP”) is defined as the price that is advertised for product to a retail buyer (typically, the consumer or end user of the product) by a reseller. LITTLE LIKES KIDS designs, develops and markets products under the Little Likes Kids premium brand, which identifies those products to consumers as having characteristics of excellence and high quality. LITTLE LIKES KIDS has invested significant resources in product innovation, development and marketing to build and maintain its reputation for high quality and to generate goodwill in the Little Likes Kids brand. In general, Little Likes Kids pricing is set to recover the costs associated with its extensive product development and marketing activities and through its MAP, LITTLE LIKES KIDS seeks to discourage “free rider” resellers who take unfair advantage of Little Likes Kids efforts. LITTLE LIKES KIDS further has adopted this Policy to prevent price-based advertising that tends to degrade or cheapen the image of Little Likes Kids products in the marketplace, thus eroding its goodwill and brand reputation.
2. LITTLE LIKES KIDS therefore asks that each reseller of its products keep advertised pricing integrity intact and the advertised price for a product representing at least, but not limited to, full MAP. Other than establish minimum advertised pricing, this Policy does not determine the price at which resellers can advertise products. It does not establish maximum advertised prices. It does not restrict any reseller from offering competitive products for sale, at pricing which may be less than, the same as or more than the MAP for a similar LITTLE LIKES KIDS product.
3. LITTLE LIKES KIDS Policy does not determine, control, or influence the price at which dealers sell Products. It does not establish maximum advertised prices or require specific prices to be advertised. MAP does not apply to the actual price that a Product is sold in a retail location, over the telephone, or in a response to a consumer inquiry. MAP does not apply to price tags or signs located within a physical retail store. Authorized Dealers are entirely free to set their own prices for Products.
4. All consumer or public advertisement of LITTLE LIKES KIDS branded products must not result in a net advertised price that is below MAP. Net advertised price is defined as the price less the value of any advertised discounts or instant rebates. Free shipping may be included at the MAP price. Advertisements must not indicate that a price lower than MAP is available. It is a violation of LITTLE LIKES KIDS Policy if the lowest price displayed to the consumer is shown with a strikethrough or obliteration, or with text indicating that a lower price is available. Internet advertisements or auctions that do not show an actual un-obliterated price must not allow the consumer to click to see the price unless the price shown is at or above MAP. If the consumer must add the item to a shopping cart to see the advertised price, then the price shown must be at or above MAP.

MAP Policy Violations

1. It is the responsibility of each Authorized Dealer to monitor LITTLE LIKES KIDS Policy and product information, and review all aspects of their business practices to ensure compliance with LITTLE LIKES KIDS Policy.
2. In the event that LITTLE LIKES KIDS determines that a dealer has violated LITTLE LIKES KIDS Policy, then a LITTLE LIKES KIDS Notice will be sent to the dealer alerting them of the LITTLE LIKES KIDS Policy violation. If the dealer does not take appropriate action to remedy the violation within a reasonable period of time defined by LITTLE LIKES KIDS, then LITTLE LIKES KIDS will remove all marketing discounts for a period of 90 days for the specific Products found to be in violation.
3. If violations are repeated then LITTLE LIKES KIDS will cease selling the Products found to be in violation to the Authorized Dealer. LITTLE LIKES KIDS may also revoke buying privileges for groups of products or entire product lines. If LITTLE LIKES KIDS Policy violations are widespread then LITTLE LIKES KIDS will remove all marketing discounts for all Products or will revoke Authorized Dealer status and cease doing business with the customer.

LITTLE LIKES KIDS Intellectual Property

1. Use by Reseller of LITTLE LIKES KIDS Intellectual Property: Reseller agrees to conform to Little Likes Kids policy as set forth herein regarding the use of its intellectual property (“IP”). LITTLE LIKES KIDS IP includes but is not limited to trademarks, trade dress and copyrights in the images and text LITTLE LIKES KIDS uses to describe and market the Products. Little Likes Kids trademarks include the following:
2. Reseller may not use LITTLE LIKES KIDS IP without LITTLE LIKES KIDS’s prior written authorization, including but not limited to any of the following situations:
 - a. Magazine and newspaper advertising
 - b. Television, radio, billboard
 - c. Over the Internet, including but not limited to the following ways:
 - i. Any pay-per-click search engine service allowing persons to bid on any LITTLE LIKES KIDS trademarks as a search term entered by a visitor to the search engine site, alone or in combination with other words, including but not limited to:
 1. Google AdWords Program
 2. Yahoo Search Marketing
 3. Bing Search Marketing

ii. Shopping sites, including but not limited to:

1. Amazon.com
2. eBay.com
3. Google Product Search
4. Shopify
5. Shopzilla.com
6. Dollar Tree
7. Toys R Us
8. Target
9. Walmart
10. Alibaba

iii. Social Networking Sites, including but not limited to:

1. Facebook
2. Twitter
3. Instagram

3. Reseller may use LITTLE LIKES KIDS IP in the following situations:

- a. Resellers may use LITTLE LIKES KIDS IP as previously approved by LITTLE LIKES KIDS
- b. Resellers may elicit internet search results displaying LITTLE LIKES KIDS IP as the result of organic search results from previously approved Reseller web sites.
- c. Use by a Reseller of LITTLE LIKES KIDS trademarks in the Reseller site's Product description content, if and only if that Product is offered for sale by the Reseller under the conditions of this Agreement. LITTLE LIKES KIDS will provide authorized images and text for LITTLE LIKES KIDS-approved uses thereof upon request of Resellers who are in good standing. Reseller may not redistribute such images and text to others without LITTLE LIKES KIDS's prior written authorization.

4. Any unauthorized use of LITTLE LIKES KIDS IP is a material breach of this Agreement, may at LITTLE LIKES KIDS's sole discretion result in the loss of Authorized Reseller Status granted by LITTLE LIKES KIDS to Reseller, and may result in LITTLE LIKES KIDS's institution of legal action

Delays

1. LITTLE LIKES KIDS will not be liable for any delay in the performance of orders or contracts, or in the delivery or shipment of the Products, or for any damages suffered by Reseller by reason of such delay, if such delay is, directly or indirectly, caused by, or in any manner arises from, fires, floods, accidents, civil unrest, acts of God, war, governmental interference or embargoes, strikes, labor difficulties, shortage of labor, fuel, power, materials, or supplies, transportation delays, or any other cause or causes (whether or not similar in nature to any of these hereinbefore specified) beyond the control of LITTLE LIKES KIDS.

Defaults

1. Upon the happening of any one or more of the following events, LITTLE LIKES KIDS shall have the unrestricted right to cancel and terminate this Agreement without cost or liability to LITTLE LIKES KIDS: (1) Reseller's insolvency or inability to meet obligations as they become due; (2) filing of voluntary or involuntary petition of bankruptcy by or against Reseller; (3) institution of legal proceedings against Reseller by creditors or stockholders; (4) appointment of a receiver for Reseller by any court of competent jurisdiction. The acceptance of Products or performance after the occurrence of any of the events above enumerated shall not affect the right of LITTLE LIKES KIDS to cancel any additional obligations.

Reservation of Rights

1. LITTLE LIKES KIDS reserves the right to amend, interpret, revise or withdraw LITTLE LIKES KIDS Policy in whole or part at any time without prior notice. LITTLE LIKES KIDS Policy supersedes (or, if so indicated, supplement) all prior policies, agreements, and statements by LITTLE LIKES KIDS on the subject of such policy, both oral and written. Except as otherwise expressly provided in the LITTLE LIKES KIDS Policy, each modification of the LITTLE LIKES KIDS Policy will be effective immediately. LITTLE LIKES KIDS's interpretation of LITTLE LIKES KIDS Policy will control.

2. LITTLE LIKES KIDS may change prices at any time and without prior notice. Quoted prices may include discounts intended to promote Customer marketing, advertising, merchandising, promotion, sales, customer service, distribution, inventory, training, data configuration, warranty processing, and related functions associated with resale of LITTLE LIKES KIDS Product. LITTLE LIKES KIDS reserves the right to reduce or eliminate these discounts at any time.

3. LITTLE LIKES KIDS reserves all rights to restrict the use of LITTLE LIKES KIDS Intellectual Property.

4. LITTLE LIKES KIDS reserves the right, without prior notice, to make changes in materials, specifications, product design, part numbers, packaging, and labeling without incurring any obligation to any customer for any previously offered or sold Product. At any time and without prior notice, any or all Products may change, in which case, LITTLE LIKES KIDS or Authorized Dealers may without liability or penalty cancel all pending orders (even if accepted) for such Products and refuse to accept any new orders for such Products.

5. LITTLE LIKES KIDS unilaterally determines which Products to offer to a specific Authorized Dealer, and may change Product availability authorizations at any time without notice, including the cancellation of any unshipped orders, regardless of whether LITTLE LIKES KIDS has accepted a purchase order.

6. LITTLE LIKES KIDS reserves the right to withdraw Authorized Dealer status, cancel orders, or to cease doing business with any customer or party at any time with or without cause, including without limitation failure to comply with LITTLE LIKES KIDS Policy. LITTLE LIKES KIDS will monitor compliance with the LITTLE LIKES KIDS Policy. Authorized Dealer status, purchase rights and any other aspects of the business relationship may be revoked unilaterally by LITTLE LIKES KIDS at any time with or without cause.

Seller's Consent

Authorized Seller Name

Consenting Signee Title

Authorized Representative Signature

Date of Acceptance

Please sign and send back to sales@littleskids.com