

**Allied Products Corp.**  
**Confidential: North American**  
**General Terms and Conditions Policy**  
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**ACCEPTANCE:**

1. Acceptance. Allied Products Corp (“ALLIED PRODUCTS CORPORATION”) has published this Reseller Agreement (“Agreement”) on its web site. Any entity wishing to purchase ALLIED PRODUCTS CORP’s products for resale to others (“Reseller”) should carefully review this Agreement. RESELLER’S CLICKING ON THE “I ACCEPT” BUTTON AT THE BOTTOM OF THIS AGREEMENT, IF ELECTRONICALLY COMMUNICATED, OR BY SIGNING AND DELIVERING THIS DOCUMENT TO ALLIED PRODUCTS CORP, 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 ALLIED PRODUCTS CORP. 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 ALLIED PRODUCTS CORP. No alteration of ALLIED PRODUCTS CORP’s rights or obligations stated herein shall be binding unless agreed to in writing by ALLIED PRODUCTS CORP.

**DEFINITIONS:**

1. For purposes of this Policy: “Products” means products that are made available by ALLIED PRODUCTS CORP for sale to an Authorized Dealer and the product carries any brand or trademark that is claimed by ALLIED PRODUCTS CORP, including but not limited to ALLIED PRODUCTS CORP; “Authorized Dealer” means a distributor, dealer, or other reseller authorized by ALLIED PRODUCTS CORP to resell Products, whether the Authorized Dealer purchases product directly from ALLIED PRODUCTS CORP or from a third party; “ALLIED PRODUCTS CORP 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 ALLIED PRODUCTS CORP or its designees claim rights; “ALLIED PRODUCTS CORP Notice” means notice to an Authorized Dealer from ALLIED PRODUCTS CORP in written or electronic form or made available on an ALLIED PRODUCTS CORP-designated website; “ALLIED PRODUCTS CORP 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 ALLIED PRODUCTS CORP to an Authorized Dealer; “Do-Not-Sell List” means ALLIED PRODUCTS CORP

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. Springbok Puzzles minimum advertised price (“MAP”) is defined as the price that is charged for product to a retail buyer (typically, the consumer or end user of the product) by a reseller and is inclusive of a flat shipping rate. ALLIED PRODUCTS CORP designs, develops and markets products under the Springbok Puzzles premium brand, which identifies those products to consumers as having characteristics of excellence and high quality. ALLIED PRODUCTS CORP 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 Springbok Puzzles brand. In general, Springbok Puzzles pricing is set to recover the costs associated with its extensive product development and marketing activities and through its MAP, ALLIED PRODUCTS CORP seeks to discourage “free rider” resellers who take unfair advantage of Springbok Puzzles efforts. ALLIED PRODUCTS CORP further has unilaterally adopted this Policy to prevent price-based advertising that tends to degrade or cheapen the image of Springbok Puzzles products in the marketplace, thus eroding its goodwill and brand reputation.

2. ALLIED PRODUCTS CORP therefore asks that each reseller of its products keep pricing integrity intact and sell at full MAP when shipping directly to their customer. Further if products are purchased from ALLIED PRODUCTS CORP and are sold with the intent to be resold again, no matter how many times, we ask that the end user’s price never be advertised below MAP. Other than establish minimum pricing, this Policy does not determine the price at which resellers can advertise products or offer products for sale. 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 ALLIED PRODUCTS CORP product.

3. ALLIED PRODUCTS CORP 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 ALLIED PRODUCTS CORP branded products must not result in a net price that is below MAP. Net price is defined as the price less the value of any advertised discounts or instant rebates. Free shipping or installation may be included at the

MAP price. Advertisements must not indicate that a price lower than MAP is available. It is a violation of ALLIED PRODUCTS CORP 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 ALLIED PRODUCTS CORP Policy and product information, and review all aspects of their business practices to ensure compliance with ALLIED PRODUCTS CORP Policy.
  
2. In the event that ALLIED PRODUCTS CORP determines that a dealer has violated ALLIED PRODUCTS CORP Policy, then an ALLIED PRODUCTS CORP Notice will be sent to the dealer alerting them of the ALLIED PRODUCTS CORP Policy violation. If the dealer does not take appropriate action to remedy the violation within a reasonable period of time defined by ALLIED PRODUCTS CORP, then ALLIED PRODUCTS CORP 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 ALLIED PRODUCTS CORP will cease selling the Products found to be in violation to the Authorized Dealer. ALLIED PRODUCTS CORP may also revoke buying privileges for groups of products or entire product lines. If ALLIED PRODUCTS CORP Policy violations are widespread then ALLIED PRODUCTS CORP will remove all marketing discounts for all Products or will revoke Authorized Dealer status and cease doing business with the customer.

### **ALLIED PRODUCTS CORP Intellectual Property:**

1. Use by Reseller of ALLIED PRODUCTS CORP Intellectual Property: Reseller agrees to conform to Springbok Puzzles policy as set forth herein regarding the use of its intellectual property ("IP"). ALLIED PRODUCTS CORP IP includes but is not limited to trademarks, trade dress and copyrights in the images and text ALLIED PRODUCTS CORP uses to describe and market the Products. Springbok Puzzles trademarks include the following:
  
2. Reseller may not use ALLIED PRODUCTS CORP IP without ALLIED PRODUCTS CORP'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 ALLIED PRODUCTS CORP 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. Yahoo.com shopping

5. Shopzilla.com

iii. Social Networking Sites, including but not limited to

1. Facebook

2. Twitter

3. MySpace

3. Reseller may use ALLIED PRODUCTS CORP IP in the following situations:

A. Resellers may use ALLIED PRODUCTS CORP IP as previously approved by ALLIED PRODUCTS CORP

B. Resellers may elicit internet search results displaying ALLIED PRODUCTS CORP IP as the result of organic search results from previously approved Reseller web sites.

C. Use by a Reseller of ALLIED PRODUCTS CORP 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. ALLIED PRODUCTS CORP will provide authorized images and text for ALLIED PRODUCTS CORP-approved uses thereof upon request of Resellers who are in good standing. Reseller may not redistribute such images and text to others without ALLIED PRODUCTS CORP's prior written authorization.

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

#### **RESTRICTIONS ON INTERNET SALES AND ELECTRONIC COMMERCE:**

1. No Authorized Dealer, Third-Party Reseller or their affiliates shall advertise, sell or offer for sale any Products by means of the Internet, including websites, mobile applications and third party marketplaces (collectively "E-Commerce"), without the express written consent of ALLIED PRODUCTS CORP, or its authorized representative, through an E-Commerce Authorization.

2. No Authorized Dealer or its affiliates shall sell Products to another individual or company ("Third Party Reseller") for the purposes of advertising, selling or offering for sale any Products

by means of the Internet, including websites, mobile applications and third party marketplaces unless the Third-Party Reseller has first obtained from ALLIED PRODUCTS CORP, or its authorized representative, an E-Commerce Authorization.

3. For purposes of clarification, the intent of the above two paragraphs is to preclude all individuals or businesses from advertising, selling or offering for sale any Products by means of the Internet unless the individual or business has the express written consent of ALLIED PRODUCTS CORP, or its authorized representative, in the form of an “E-Commerce Authorization”. This includes direct customers of ALLIED PRODUCTS CORP and third party resellers who acquire Products from another business.

4. For purposes of these restrictions, third party marketplaces include, but are not limited to Amazon, eBay, Google Shopping, Sears, Newegg, Rakuten, Walmart and Alibaba.

#### **Delays:**

1. ALLIED PRODUCTS CORP 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 ALLIED PRODUCTS CORP.

#### **Default:**

1. Upon the happening of any one or more of the following events, ALLIED PRODUCTS CORP shall have the unrestricted right to cancel and terminate this Agreement without cost or liability to ALLIED PRODUCTS CORP: (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 ALLIED PRODUCTS CORP to cancel any additional obligations.

#### **RESERVATION OF RIGHTS:**

1. ALLIED PRODUCTS CORP reserves the right to amend, interpret, revise or withdraw ALLIED PRODUCTS CORP Policy in whole or part at any time without prior notice. ALLIED PRODUCTS CORP Policy supersedes (or, if so indicated, supplement) all prior policies, agreements, and statements by ALLIED PRODUCTS CORP on the subject of such policy, both oral and written. Except as otherwise expressly provided in the ALLIED PRODUCTS CORP Policy, each

modification of the ALLIED PRODUCTS CORP Policy will be effective immediately. ALLIED PRODUCTS CORP's interpretation of ALLIED PRODUCTS CORP Policy will control.

2. ALLIED PRODUCTS CORP 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 ALLIED PRODUCTS CORP Product. ALLIED PRODUCTS CORP reserves the right to reduce or eliminate these discounts at any time.

3. ALLIED PRODUCTS CORP reserves all rights to restrict the use of ALLIED PRODUCTS CORP Intellectual Property.

4. ALLIED PRODUCTS CORP 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, ALLIED PRODUCTS CORP 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. ALLIED PRODUCTS CORP 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 ALLIED PRODUCTS CORP has accepted a purchase order.

6. ALLIED PRODUCTS CORP 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 ALLIED PRODUCTS CORP Policy. ALLIED PRODUCTS CORP will monitor compliance with the ALLIED PRODUCTS CORP Policy. Authorized Dealer status, purchase rights, and any other aspects of the business relationship may be revoked unilaterally by ALLIED PRODUCTS CORP at any time with or without cause.

***Authorized Seller Name:***

***Consenting Signee Title:***

***Date of Acceptance:***

***Authorized Representative Signature:*** \_\_\_\_\_