



Dear Reseller,

To protect our brands and the integrity of our authorized distribution channels in the United States, Spin Master is announcing and implementing a U.S. Authorized Seller Program, effective August 1, 2021.

Your obligations under our new Authorized Seller Program are outlined in the **Spin Master, Inc. Authorized Reseller Policy for the United States**, which is attached for your review, and the key features are noted below:

- **Where and to Whom You May Sell Spin Master Products:** You are authorized to sell Spin Master products only to end users and not to persons or entities who intend to resell Spin Master products. Additionally, you may not market for sale or ship Spin Master products outside of the United States without our prior written consent.
- **Online Sales Restrictions:** If you wish to sell Spin Master products online on your own proprietary website, you must register that website with Spin Master at <https://forms.office.com/r/3aDgc1gKWU?origin=lprLink>
- and you must follow our **Spin Master, Inc. Online Sales Guidelines**. You may not sell Spin Master products as a third-party seller on online marketplace websites (including, but not limited to, online marketplaces such as Amazon, eBay, and Facebook Marketplace) without prior written consent from Spin Master. Our rules regarding online sales will be strictly enforced.
- **Termination of Retailer Opt-In Internet Agreement:** To the extent you may have previously signed Spin Master's *Retailer Opt-In Internet Agreement*, please note that we are terminating that Agreement pursuant to its terms, and the documents being issued in connection with our Authorized Seller Program will govern the online sales of our products moving forward.
- **Ensuring Product Quality and Consumer Satisfaction:** The Authorized Reseller Policy outlines our expectations for the service you will provide to your customers and describes certain steps you must take to maintain the quality of Spin Master products until they reach consumers.

Finally, please note that Spin Master will also be implementing a unilateral Minimum Advertised Price Policy ("MAP Policy") for certain products in the forthcoming months.

Thank you for your careful attention to the attached documents and for your continued support of Spin Master and our brands! Please direct any questions regarding the Authorized Reseller Policy to your Spin Master sales representative

Sincerely,

Spin Master, Inc.

Thomas Angelidis  
VP, eCommerce, US Sales

A handwritten signature in blue ink, appearing to read 'T. Angelidis', written over a horizontal line.



**SPIN MASTER, INC. AUTHORIZED RESELLER POLICY FOR THE UNITED STATES**  
**Effective Date: August 1, 2021**

This Spin Master, Inc. Authorized Reseller Policy for the United States (“Reseller Policy”) is issued by Spin Master, Inc. and its affiliates (collectively, “Spin Master”) and applies to Authorized Resellers of Spin Master products, including, but not limited to, the brands set forth at <https://www.spinmaster.com/en-US> (“Product(s)”), in the United States of America. Please reach out to your customer account manager or contact us through the mechanisms provided at <https://www.spinmaster.com/en-US/customer-support> for all current brands and products. By placing a purchase order for Products from Spin Master or a Spin Master Authorized Distributor for retail sale, you (“Reseller”) agree to adhere to the following terms. This Reseller Policy terminates and supersedes any Retailer Opt-In Internet Agreement you may have with Spin Master and supplements any then-current Standard Purchase Terms for Purchase Orders or other retailer agreement between you and Spin Master. Until such status is otherwise revoked by Spin Master in Spin Master’s sole and absolute discretion, Reseller shall be considered an “Authorized Reseller.” Spin Master may review Reseller’s activities for compliance with this Reseller Policy, and Reseller agrees to cooperate with any such investigation, including, but not limited to, permitting inspection of Reseller’s facilities and records related to the sale of the Products.

1. **Authorized Customers.** Reseller is authorized to sell Products only to End Users in the United States. An “End User” is any purchaser of the Products who is the ultimate consumer/user of the Products and who does not intend to resell the Products to any third party. Reseller shall not sell or transfer Products to any person or entity Reseller knows or has reason to know intends to resell the Products. Reseller shall not sell or transfer a quantity of the Products to any individual greater than that typically purchased for personal use. Reseller shall not sell, ship, or promote the Products outside the United States of America without Spin Master’s prior written consent.

2. **Online Sales.**

(a) Reseller is authorized to offer for sale and sell Products through Permissible Public Websites in accordance with the terms herein. A “Permissible Public Website” is a website or mobile application that:

- (i) is operated by Reseller in Reseller’s legal name or registered fictitious name;
- (ii) is not a third-party storefront on an online marketplace;
- (iii) has been registered with Spin Master through the Spin Master, Inc. Authorized Reseller Website Registration Form (“Authorized Reseller Website Registration Form”) found at <https://forms.office.com/r/3aDgc1gKWU?origin=IprLink>; and
- (iv) is operated in compliance with the terms and conditions set forth in the Spin Master, Inc. Online Sales Guidelines, attached as Exhibit A, as Spin Master may amend from time to time.

(b) **Reseller shall not offer for sale or sell Products on or through any website, online marketplace (including, but not limited to, Amazon, eBay, Facebook Marketplace, Google Shopping, Kroger Marketplace, Overstock, Sears Marketplace, Target+, and Walmart Marketplace), mobile application, or other online forum other than a Permissible Public Website without the prior written consent of Spin Master.**

(c) Spin Master reserves the right to terminate, at any time and in its sole discretion, its approval for Reseller to market and sell Products on the Permissible Public Websites, and Reseller must cease all such marketing and sales on the Permissible Public Websites immediately upon notice of such termination. The terms of this Reseller Policy supersede any prior agreement between Spin Master and Reseller regarding the sale of the Products online and constitutes written termination of any previously-executed Retailer Opt-In Internet Agreement with Spin Master. Any authorization previously granted to Reseller by Spin Master to sell the Products on or through any online forum other than a Permissible Public Website is terminated and revoked.

(d) Reseller agrees to promptly notify Spin Master of any change(s) to the information submitted on its Authorized Reseller Website Registration Form by re-registering with Spin Master at <https://forms.office.com/r/3aDgc1gKWU?origin=IprLink>;

3. **Sales Practices.** Reseller shall conduct its business in a reasonable and ethical manner at all times and shall not engage in any deceptive, misleading, or unethical practices or advertising at any time. Reseller shall not make any warranties or representations concerning the Products except as expressly authorized by Spin Master. Reseller shall comply with all applicable laws, rules, regulations, and policies (a) applicable to Reseller's business and/or (b) related to the marketing and sale of the Products. Reseller shall represent the Products in a professional manner and refrain from any conduct that is or could be detrimental to the reputation of Spin Master or the Products. Reseller shall not advertise Products not carried in inventory. Reseller shall only purchase Products from Spin Master or Spin Master's Authorized Distributors.

4. **Product Care, Customer Service, and Other Quality Controls.** Reseller shall comply with the Spin Master, Inc. Product Care, Customer Service, and Other Quality Controls, attached as Exhibit B, as Spin Master may amend from time to time.

5. **Intellectual Property.**

(a) Reseller acknowledges and agrees that Spin Master or its licensors own all proprietary rights in and to the Spin Master brands, names, logos, trademarks, service marks, trade dress, copyrights, and other intellectual property related to the Products (the "Spin Master IP"). Reseller is granted a limited, non-exclusive, non-transferable, revocable license to use the Spin Master IP solely for purposes of marketing and selling the Products as set forth herein. This license will cease upon termination of Reseller's status as an Authorized Reseller. All goodwill arising from Reseller's use of the Spin Master IP shall inure solely to the benefit of Spin Master or its licensors.

(b) Reseller's use of the Spin Master IP shall be in accordance with any guidelines that may be provided by Spin Master from time to time and must be commercially reasonable as to the size, placement, and other manners of use. Spin Master reserves the right to review and approve, in its sole discretion, Reseller's use or intended use of the Spin Master IP at any time, without limitation. In marketing the Products, Reseller shall only use images of Products either supplied by or authorized by Spin Master and shall ensure that all Product images and descriptions are accurate and up to date.

(c) Reseller shall not create, register, or use any domain name, social media screenname, or mobile application name that contains any Spin Master Product name or any trademark owned by or licensed to Spin Master, nor a misspelling or confusingly similar variation of any Spin Master Product name or any trademark owned by or licensed to Spin Master.

6. **Termination.** Spin Master reserves the right to terminate Reseller's status as an Authorized Reseller with written or electronic notice. Upon termination of a Reseller's status as an Authorized Reseller, Reseller shall immediately cease (i) selling the Products; (ii) acting in any manner that may reasonably give the impression that Reseller is an Authorized Reseller of Spin Master Products or has any affiliation whatsoever with Spin Master; and (iii) using all Spin Master IP.

7. **Modification.** Spin Master reserves the right to update, amend, or modify this Reseller Policy at any time. Unless otherwise provided, such amendments will take effect immediately, and Reseller's continued use, advertising, offering for sale, or sale of the Products, use of the Spin Master IP, or use of any other information or materials provided by Spin Master to Reseller will be deemed Reseller's acceptance of the amendments.

8. **Confidentiality.** This Reseller Policy, and its attachments, constitute confidential, proprietary information of Spin Master and shall not be used for any purpose other than the authorized advertising and sale of the Products nor disclosed to any third party without the prior written consent of Spin Master.

**EXHIBIT A**

**SPIN MASTER, INC. ONLINE SALES GUIDELINES**

1. The Permissible Public Websites must not give the appearance that they are operated by Spin Master or any third party.
2. Anonymous sales are prohibited. Retailer's full legal name or registered fictitious name, mailing address, email address, and telephone contact must be stated conspicuously on the Permissible Public Websites and must be included with any shipment of Products from the Permissible Public Websites or in an order confirmation email sent at the time of purchase.
3. At Spin Master's request, Retailer will reasonably cooperate in demonstrating and/or providing access to, and copies of, all web pages that comprise the Permissible Public Websites.
4. The Permissible Public Websites shall have a mechanism for receiving customer feedback and Retailer shall use reasonable efforts to address all customer feedback and inquiries received in a timely manner. Retailer agrees to provide copies of any information related to customer feedback (including any responses to customers) to Spin Master for review upon request. Retailer agrees to cooperate with Spin Master in the investigation of any negative online review associated with Retailer's sale of the Products and to use reasonable efforts to resolve any such reviews. Retailer shall maintain all records related to customer feedback for a period of one (1) year following the creation or submission of such a record, to the extent legally permitted. Nothing in this paragraph shall be construed to require Retailer to disclose identifying information about its customers to Spin Master.
5. The Permissible Public Websites shall be in compliance with all applicable privacy, accessibility, and data security laws, regulations, and industry standards, including, but not limited to, Section 105 of the Consumer Product Safety Improvement Act (CPSIA) of 2008 and Labeling Requirement for Advertising Toys and Games (16 CFR § 1500.20), such that all applicable warnings are clearly displayed.
6. Retailer shall be responsible for all fulfillment to its customers who order Products through Permissible Public Websites, any applicable taxes associated with such purchases of Products, and any returns of Products.
7. Appropriate trademark notices must be assigned to the names of all Spin Master Products shown on the Permissible Public Websites. Please note that these will be shown in Spin Master catalogs, on Product hang tags, or on the Spin Master website(s).

**EXHIBIT B**

**SPIN MASTER, INC.  
PRODUCT CARE, CUSTOMER SERVICE, AND OTHER QUALITY CONTROLS**

1. Comply with all instructions provided by Spin Master regarding the storage, handling, shipping, disposal, or other aspect of the Products, including instructions provided on Product labels.
2. Exercise due care in storing and handling the Products. Products shall be stored in a cool, dry place, away from direct sunlight, and in an environment where the Products and the Products' packaging are not susceptible to soiling, punctures, dents, misshaping, or other physical damage.
3. Sell Products in their original packaging with all Product instructions, warnings and other packaging inserts intact. Relabeling, repackaging (including the separation of bundled Products or the bundling of Products), and other alterations to Products or their packaging are not permitted.
4. Do not remove, translate, or modify the contents of any label or literature on or accompanying the Products. Do not tamper with, deface, or otherwise alter any serial number, UPC code, or other identifying information on Products or their packaging. For avoidance of doubt, do not make any changes or additions to Product packaging or provide any supplemental information to any Product-related materials supplied by Spin Master without the prior written authorization of Spin Master.
5. Do not resell or advertise as "new" any Product that has been returned opened or repackaged.
6. Promptly upon receipt of the Products, inspect the Products and their packaging for damage, defect, broken seals, evidence of tampering, or other nonconformance (a "Defect"). If any Defect is identified, do not offer the Product for sale and promptly report the Defect to Spin Master through your customer account manager or contact us through the mechanisms provided at <https://www.spinmaster.com/en-US/customer-support>.
7. Be familiar with the special features of all Products marketed for sale and obtain sufficient Product knowledge to advise customers on the selection, safe assembly, proper use, and operation of the Products, as well as any applicable guarantee or return policy. Be available to respond to customer questions and concerns both before and after sale of the Products and respond to customer inquiries promptly.
8. Cooperate with Spin Master with respect to any Product tracking systems that may be implemented from time to time.
9. Cooperate with Spin Master with respect to any Product recall or other consumer safety information dissemination efforts.
10. Report to Spin Master any customer complaint or adverse claim regarding the Products and assist Spin Master in investigating any such complaints or adverse claims.
11. Cooperate with Spin Master in the investigation and resolution of any quality or customer service issues related to the sale of the Products, including disclosing information regarding Product sources, shipment, and handling.
12. Reseller shall ensure that any third-party logistics provider engaged by Reseller to store inventory or fulfill orders for the Products is aware of and complies with all Product quality controls and customer service standards described herein or otherwise conveyed to Reseller by Spin Master. Reseller shall ensure that any such third-party logistics provider stores Reseller's inventory of Products separately from any Products owned by any third party. Upon request by Spin Master, Reseller shall disclose its use of third-party logistics providers, including the identity and location of any third-party logistics provider, and shall cooperate with Spin Master in investigating any concerns related to the Products that may relate to Reseller's use of a third-party logistics provider. Under no circumstances shall Reseller permit orders to be fulfilled by a third-party logistics provider in any way that results in the shipped Product coming from stock other than Reseller's.