

The Big Print **Reseller Policies Summary**

As a valued partner of DM Merchandising, we ask that you adhere to the attached Reseller Policy Agreement. To make your life a little easier, we've included the main takeaways of the policy below.

Please note that this summary does not take the place of the Reseller Policy Agreement and is meant to function only as a guide.

Authorized Channels of Sale

- DM Merchandising products should be sold to the consumer only through Authorized Channels, which include your business website, print ads, catalogs and your brick and mortar store itself. This means your company cannot sell through third party ecommerce operations, like Amazon, Walmart, eBay and Overstock.
- If asked, please provide all current and intended channels of sale of DM products.
- You can only sell DM products to consumers operating or residing within the United States of America.
- Please do not sell DM merchandise wholesale to other businesses. Our merchandise is intended to be resold directly to the end user only.

Promotional Obligations

- Any and all promotional materials for DM products must use DM trademarks and copyrights correctly. For example, please do not redesign or make up logos and please indicate any applicable trademarks using capital letters and designations ("Two Left Feet®" vs. "two left feet").
- Please use high-quality images, logos, renderings and designs when promoting DM products. They can be obtained via your sales associate.
- Please do not promote product features or benefits not provided by DM marketing materials or packaging.
- Please adhere to our MAP Policy (Minimum Advertised Price) when promoting protected products. See Minimum Advertised Price Policy.

Ordering from DM

- DM products can only be purchased directly from DM Merchandising or an authorized DM distributor.
- Please pay all amounts payable within your agreed-upon account terms and conditions.

Questions after reading through our Reseller Policy Agreement? Contact your sales associate for more information at 800-548-6784.

Thank you and happy selling!

AUTHORIZED RESELLER POLICY

The following policy shall govern all Authorized Resellers of DM Merchandising within the United States who purchase genuine DM Merchandising Products either directly from DM Merchandising or from an Authorized DM Merchandising Distributor.

1. Non-Exclusive Right to Sell Products in the Territory

- a. Subject to the terms and restrictions set forth herein, DM Merchandising shall provide DM Merchandising Products (the “Products”) to retail Resellers (i.e. business-to-consumer (B2C) sellers) and grant to such Resellers a non-exclusive right to sell the Products via the Authorized Sales Channels stipulated below.
- b. “**Authorized Sales Channels**” shall include only the following business-to-consumer (B2C) sales channels: (i) Reseller’s own physical brick & mortar stores; (ii) Reseller’s print catalog and (iii) Reseller’s own website(s).
- c. Restrictions:
 - i. Except as identified and agreed to in Section 1.b. above, Authorized Sales Channels expressly excludes any and all ecommerce marketplaces or discount or liquidation/closeout channels, including, but not limited to, Alibaba, Amazon, Buy.com, Craigslist, eBay, Jet.com, Newegg, Overstock, Rakuten, Sears, Walmart.com etc.
 - ii. Reseller shall not sell, offer to sell, or advertise the Products, outside of the United States and/or outside of the Authorized Sales Channels.
- d. In the event that a Reseller mistakenly or inadvertently violates either this Authorized Reseller Policy or DM Merchandising’s MAP Policy, Reseller will take immediate corrective action and promptly notify DM Merchandising of both the violation and the corrective action undertaken.
- e. DM Merchandising’s sole obligations concerning any Product shall be limited to those that are stated in any written warranties provided with the Product. Any and all implied warranties with respect to any Product, including but not limited to the implied warranty of merchantability and fitness for a particular purpose are hereby excluded. No employee, representative or agent (including Reseller) is authorized to make any other warranty or representation concerning any Product, and Reseller shall not make any warranties, express or implied, on behalf of DM Merchandising.
- f. Any and all of DM Merchandising’s warranties and representations are null and void for sales of Products outside of the Reseller’s Authorized Sales Channels. To the extent permitted by law, DM Merchandising shall have absolutely no liability whatsoever for any claims or injuries arising from sales of Products made outside the Reseller’s Authorized Sales Channels, including but not limited to liability for product defects and intellectual property infringement.
- g. If Reseller violates this Policy with respect to sales outside of the United States and/or Authorized Sales Channels, DM Merchandising shall have the option to immediately suspend or terminate Reseller’s eligibility to purchase Products.

2. **Additional Reseller Obligations and Restrictions**

- a. Upon request, Reseller shall disclose to DM Merchandising all DBAs, fictitious business names, subsidiaries, marketplace seller names/storefronts, domains/websites, etc. through which Reseller intends to resell the Products
- b. Any marketing materials created by Reseller to support the promotion and sale of DM Merchandising products shall include proper attribution of DM Merchandising's intellectual property associated with the Products including, but not limited to, any and all patents, copyrights, trademarks and trade dress.
- c. Reseller shall not make any representations, warranties, guarantees or disclaimers to customers or to the trade, including with respect to the specifications, features, performance, uses, or capabilities of Products, beyond those provided by DM Merchandising.
- d. Reseller shall not alter or remove any DM Merchandising product labeling or tags nor shall Reseller alter the packaging of the Products or remove the Products from their packaging. However, Reseller may add additional packaging for improved protection during shipping and may also place DM Merchandising products in additional, reseller-branded shipping packaging so long as the original DM Merchandising packaging and/or labeling is not removed or altered.
- e. Reseller shall comply with all applicable laws, rules, regulations, and policies related to the advertising, sale, & marketing of the Products.
- f. Reseller shall not engage in any deceptive, misleading or unethical practices with respect to selling or advertising the Products.
- g. Reseller shall use its best efforts to maintain the high-quality image and reputation of the Products. Reseller covenants that its marketing and advertising of the Products will be of high quality and in good taste and will preserve the high-quality image of DM Merchandising and the Products. Reseller shall establish and maintain levels of sales and customer support that are satisfactory to DM Merchandising in its sole discretion.

3. **Limited Intellectual Property License Grant**

- a. Subject to the terms of this Policy, DM Merchandising grants Reseller a revocable, limited, non-exclusive license to use DM Merchandising's trademarks, service marks, trade names, trade dress, designs and logos (collectively the "DM Merchandising Marks") as well as copyrighted material relating to the Products solely for purposes of selling Products in the United States via Authorized Sales Channels. Reseller shall not alter, add to or remove any DM Merchandising IP applied to the Products or packaging.
- b. With respect to Reseller's use of registered trademarks, Reseller shall always use the ® designations in connection with all registered Product trademarks, and with respect to unregistered trademarks used on or in connection with the Products, Reseller shall always use the TM designation in connection therewith.
- c. Reseller acknowledges and agrees that DM Merchandising is the exclusive owner of all rights,

title and interests in and to all DM Merchandising Marks, copyrighted material, patents, trade secrets and all other intellectual property rights of any kind associated with any DM Merchandising Product (collectively, the “DM Merchandising Intellectual Property”). Reseller acknowledges and agrees that any and all goodwill arising from Reseller’s use of the DM Merchandising Intellectual Property shall inure solely and exclusively to the benefit of DM Merchandising. Reseller acquires no interest in or to any of the DM Merchandising Intellectual Property, other than as expressly granted herein, by virtue of Reseller’s sale of Products.

- d. Reseller is prohibited from creating brands, trademarks, business entities or seller names, registering domain names, creating social media usernames, etc., that contain any of the DM Merchandising Marks, Product names or DM Merchandising brands or names that are likely to be confused with any of the foregoing. Reseller is further prohibited from utilizing the DM Merchandising Intellectual Property in conjunction with the sale or promotion of any non-DM Products and/or non-genuine DM Products.
- e. DM Merchandising retains all rights to use the DM Merchandising Intellectual Property itself and to license the DM Merchandising Intellectual Property to third parties in its sole discretion. DM Merchandising may revoke, or place additional limits on, the ability of Reseller to use the DM Merchandising Intellectual Property at any time for any reason upon written notice to Reseller.
- f. Should Reseller violate any of the terms and conditions set forth in this Authorized Reseller Policy, Reseller’s license to use the DM Merchandising Intellectual Property shall immediately cease and Reseller shall immediately discontinue all use of the DM Merchandising Intellectual Property. Correspondingly, upon revocation of the limited license granted in Section 3(a) above, DM Merchandising may immediately initiate any and all enforcement procedures that it deems necessary and appropriate in order to halt Reseller’s unauthorized use of the DM Merchandising Intellectual Property.
- g. Should Reseller become aware of any suspected counterfeit goods or goods that may otherwise violate DM Merchandising’s intellectual property rights, DM strongly encourages Reseller to notify DM Merchandising of such activity and provide any information that may assist DM Merchandising in investigating such suspected violations and enforcing its intellectual property rights. DM Merchandising shall have the right, but not the obligation, to prosecute any such intellectual property infringement in its sole discretion.

4. Orders: Shipment: Price and Payment Terms

- a. DM Merchandising shall sell Products to Reseller at DM Merchandising’s then-stated prices.
- b. Reseller shall purchase all of its requirements of Products exclusively from DM Merchandising and/or an Authorized DM Merchandising Distributor.
- c. All Product orders submitted by Reseller shall be subject to DM Merchandising’s acceptance, and DM Merchandising may refuse to fulfill any Product order for any reason in its sole and absolute discretion. DM Merchandising shall endeavor to fill and ship orders within a reasonable time; provided, however, that DM Merchandising shall not be liable to Reseller for any damages of any nature whatsoever arising from DM Merchandising’s failure/refusal to fill any order, delays in shipment or delivery or errors in

filling any order.

- d. Reseller shall promptly pay, as and when due, all amounts payable to DM Merchandising in accordance with the terms and conditions of any applicable invoice, order form and/or other written documents relating to the sale of any Product to Reseller.

5. MAP Policy

- a. DM Merchandising has implemented MAP policies for some of its products. DM Merchandising's MAP policy is applicable to the Products Reseller sells, will be provided to Reseller and may from time to time be updated or revised by DM Merchandising in its sole discretion. Reseller shall maintain the confidentiality of DM Merchandising's MAP pricing.
- b. Reseller shall not advertise any of the Products for sale at prices that are less than the Minimum Advertised Prices that DM Merchandising establishes for each Product from time to time ("MAP"). If a Reseller violates any MAP policy, DM Merchandising shall have the option to either penalize Reseller in accordance with applicable MAP policy or cease doing business with Reseller.
- c. The MAP policies shall not apply to the purchase pages or any "check-out page" (i.e. the page on which the consumer actually completes the purchase of the Product) of a Reseller's website.
- d. The MAP policies apply only to advertised price, and do not apply to the price at which a Product is actually sold to an individual consumer. Reseller shall be free to sell the Products covered by the MAP policies at any prices it chooses.
- e. While DM Merchandising undertakes active efforts to monitor and address violations of both its Reseller and MAP policies, if Reseller becomes aware of either Reseller Policy or MAP Policy violations, Reseller may provide such information DM Merchandising to review and address as appropriate.

For further Information or Inquiries, please contact your sales associate at 800-548-6784.