

## **GENERAL POLICY FOR PROMOTING AND SELLING FOUR HANDS, LLC PRODUCTS ON THE INTERNET**

Four Hands, LLC is interested in conducting business primarily with qualified retailers who will stock, display, promote, sell and service Four Hands, LLC products in “brick and mortar” retail store locations within their own market areas. Notwithstanding this fact, the conduct of commerce over the internet is rapidly expanding and Four Hands, LLC understands that certain of its retailers may wish to market and/or promote Four Hands, LLC products on their individual retailer websites. As a result, Four Hands, LLC has developed and implemented the following policy regarding the advertisement and marketing of Four Hands, LLC products on the internet.

### **Under the following terms, all authorized retailers may advertise on their websites to their local markets the availability of Four Hands, LLC products in their stores.**

1. Four Hands, LLC owns all “Intellectual Property” related to the products it sells and distributes. The term “Intellectual Property” includes the following: a) all copyrights and other rights of any kind or nature in any form or medium of expression; b) all trade secrets and any other protection for confidential information; c) patents and patent applications; d) any items, artwork or other matters which are protectable or may properly be registered or protected under any copyright, patent, trade secret, confidentiality agreement or other similar laws; e) trademarks and trade names; and f) any other similar rights or interests recognized by applicable laws, related to, or associated with Four Hands, LLC products.
2. Four Hands, LLC grants a non-exclusive and limited license to authorized retailers to utilize Four Hands, LLC names and other Intellectual Property for purposes of advertising and promoting Four Hands, LLC products on the internet.
3. Retailers must maintain good financial standing with Four Hands, LLC.
4. Copying HTML or other code from Four Hands, LLC websites for use on any other website is prohibited.
5. Using deceptive language, which implies that a retailer has greater rights or privileges from Four Hands, LLC than actually granted or greater than other retailers is prohibited.
6. Only current, up-to-date information may be used.
7. Retailers must keep Four Hands, LLC advised of all URLs they utilize to display, advertise or market Four Hands, LLC products.
8. Promotional information must be done in good taste and must be consistent with Four Hands, LLC corporate image.
9. Retailers must comply with all other applicable Four Hands, LLC policies and may only advertise Four Hands, LLC products they are authorized to sell.
10. Retailers may not use the Four Hands, LLC name in any part of the retailer’s website URL address.
11. Retailers may not advertise or display Four Hands, LLC products or images on any auction site or comparative shopping site, such as EBay, Yahoo auctions, Nextag, Calibrex, Craigslist or any similar website. Sales of Four Hands, LLC products online through auctions or reverse auction sites of any kind are expressly prohibited.
12. Four Hands, LLC reserves the right to modify or amend these conditions at its discretion.
13. Retailers will indemnify, defend and hold harmless Four Hands, LLC from and against all costs, damages, claims (threatened or actual) and expenses, including reasonable attorneys’ fees, which may arise, develop or derive in any way from retailer’s website or unauthorized use of Four Hands, LLC Intellectual Property on the internet.
14. Four Hands, LLC reserves the right to withdraw approval for the display, advertisement, promotion or sale of Four Hands, LLC products on a website by any authorized retailer at any time for any reason or for no reason, at the sole discretion of Four Hands, LLC. Upon notice of

- such revocation of approval, the affected authorized retailer will immediately remove any objected-to Four Hands, LLC Intellectual Property or information regarding Four Hands, LLC products from the internet website.
15. Four Hands, LLC reserves the right to restrict products/collections from internet exposure on a limited or comprehensive basis.
  16. Retailers may not enter into any internet marketing partnerships, joint ventures or relationships for the marketing, advertisement, sale or distribution of Four Hands, LLC products on the internet without prior written approval by Four Hands, LLC senior management before implementation. Four Hands, LLC reserves the right to prohibit such relationships at its sole discretion.
  17. Retailers who sell using the internet and have product shipped to consumers instead of their stores, must utilize a Four Hands, LLC approved carrier to pick up Four Hands, LLC products and provide "White Glove" delivery service to purchasers of Four Hands, LLC products. Four Hands, LLC considers "White Glove" delivery service to include, but not be limited to, delivery by a reputable home delivery provider to the consumer, opening of Four Hands, LLC cartons on-site, and inspection, complete set-up and deluxing of Four Hands, LLC products, along with proper removal of shipping materials. Retailers must also meet consumers' reasonable after-sale expectations by providing appropriate and reasonable follow-up warranty service.

**INTERNET MINIMUM PRICE ("IMP") POLICY:** Four Hands, LLC does not seek agreement from and will not give its agreement to retailers on prices to be charged for Four Hands, LLC products. Retailers are free to advertise and sell approved Four Hands, LLC products online for any price they choose, provided that the "Advertised Price" is at or above the Internet Minimum Pricing (IMP) established and maintained by Four Hands, LLC (as available from its trade website). A first retailer infraction will result in loss of the line of Four Hands, LLC products for one (1) month. A second retailer infraction will result in loss of the line of Four Hands, LLC products for six (6) months. A third retailer infraction will result in termination of the retailer as an authorized Four Hands, LLC retailer. Decisions to end distribution of any product to any retailer for violation of this policy will be made by Four Hands, LLC unilaterally, without consultation with that retailer or any other retailer. Retailer complaints are neither solicited nor encouraged. Four Hands, LLC and its agents and employees will not engage in any discussion with a retailer about any information received regarding another retailer's prices or any action that may be taken or has been taken.

"Advertised Price", as that term is used herein, shall mean the retailer's net internet advertised price reduced by any discounts offered and the wholesale value of any associated premium, gift, and/or promotional item given away with the sale of the products covered by this policy. The Advertised Price may not be less than the published IMP price for any individual item. The determination of Advertised Price will be made unilaterally by Four Hands, LLC. Four Hands, LLC will not take action based on any information received from a retailer. Four Hands, LLC will make its own independent determination as to any violations of its IMP policy. Four Hands, LLC's IMP policy is a unilateral statement of the terms on which Four Hands, LLC will do business with retailers.