



Retailer Sales Agreement – United States

Dear Retailer,

We hope the New Year is off to a good start for you. At the end of last year, USAOPOLY conducted an extensive internal review of its sales. The review was prompted by the ongoing problems of:

1. Sales of Monopoly and other licensed games outside of the United States – per our contractual obligations, distribution of such games is limited to U.S. only; AND
2. Excessive online discounting which cheapens the overall value of our specialty games in the marketplace and hurts everyone.

As a result of this review, USAOPOLY has revised its sales policies and has incorporated these policies into this new Retailer Agreement. We firmly believe that these revised policies will better protect and promote the USAOPOLY brand and our products, resulting in greater sales and revenues for our retailers.

An executed copy of this Agreement must be received by USAopoly **before December 31st, 2019**. After that date, USAopoly will not accept orders from you unless we have received your executed agreement.

USAopoly values your efforts in promoting and selling our products. We look forward to continued success together.

Brick & Mortar Stores Only: You represent that you are a brick and mortar retail store with a permanent physical presence in the United States and that your usual course of business is to sell first-rate goods to individual consumers who are present at the store. You agree to sell USAOPOLY products only to individual consumers who are present at your store or through the permitted online sales described below. You will not sell products to any other person or company or through any other means. For example, you cannot sell products to other stores or liquidators or sell products at flea markets.

Allowed Online Sales: You can make sales through your exclusive store web site ONLY if your web site meets all of these requirements:

1. The web site is exclusively associated with your brick and mortar retail store and does not offer products sold by any other person; AND
2. The domain name and URL for every page of the web site through the entire shopping and checkout process is essentially the same as the name of your brick and mortar retail store (for example, the brick and mortar store is “Bob’s Toys” and the web site is “bobstoysonline.com”); AND
3. The user can complete the entire shopping and checkout process without being redirected to any other web site.

YOU CANNOT SELL PRODUCTS THROUGH ANY OTHER WEB SITE OR APPLICATION. Examples of online sales prohibited by this policy include Amazon (whether fulfilled by you or Amazon); eBay (even if it is your “store” on eBay); Sears Marketplace; BarnesandNoble.com; Target.com; Wal-Mart Marketplace; ToysRUs.com; and Best Buy Marketplace.

U.S. Sales Only: You cannot sell or ship products to anyone located outside of the United States.

Credit: USAOPOLY may, in its sole and absolute discretion, extend credit to you. Credit, once approved, may be reduced in amount and/or withdrawn at any time by USAOPOLY in its sole and absolute discretion.

Returns/Limit on Liability: USAOPOLY will accept returns of products which have manufacturing defects. USAOPOLY, at its option and in its sole discretion, will replace the defective product or provide a credit equal to the purchase price you actually paid USAOPOLY for the product. USAOPOLY will not accept returns of products which have been damaged after leaving USAOPOLY's facilities and reserves the right to inspect all returned products and determine in its discretion whether such product is eligible for return. All returns must be made in strict compliance with USAOPOLY's then current return authorization process, which may be changed at any time without notice or liability to you. You expressly waive all other rights and remedies. The aggregate liability of USAOPOLY in connection with this agreement and/or the products, however caused, and on any theory of liability, including without limitation contract, strict liability, negligence and/or other tort, shall in no event exceed the purchase price actually paid by you to USAOPOLY for the product giving rise to the liability.

No Obligation to Sell: USAOPOLY reserves the right to change and/or discontinue its products and to change its prices at any time without notice or liability to you. USAOPOLY reserves the right in its sole and unfettered discretion to cease accepting orders from you and/or to cancel any outstanding orders from you at any time for any reason or for no reason at all.

Late Payment/Breach by Retailer: In addition to all other rights and remedies of USAOPOLY: A 1.5% monthly charge will be added to all overdue payments (this is an annual rate of 18%); Upon any breach of this Agreement by you all outstanding purchase orders shall immediately terminate and all outstanding amounts due USAOPOLY shall be immediately due and payable; and You are obligated to reimburse USAOPOLY for all costs and expenses it incurs to collect any amount due or enforce this Agreement including but not limited to collection agency fees, reasonable attorneys' fees and court costs.

This Agreement represents and expresses the entire agreement of the parties and supersedes all prior agreements, representations and understandings (written or verbal) between the parties concerning the subject matter hereof. This Agreement shall apply to all new and in-process orders of products and to all products currently in stock. This Agreement can be amended or waived only through a writing signed by an officer of USAOPOLY which specifically states that it is amending and/or waiving this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

USAOPOLY, INC.

Retailer: _____

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Date: _____

Date: _____