

## **GERBER CHILDRENSWEAR RETAILER ONLINE DISTRIBUTION POLICY**

Gerber Childrenswear (“Gerber Childrenswear,” “Company,” “we,” or “us”) has made and will continue to make substantial investments in building and protecting our products and our owned and licensed brands, including Gerber®, Onesies®, Just Born®, and Cuddle Time®. We are dedicated to developing new markets for our products by a combination of strategic distribution, marketing, and educating consumers about the unique combination of high quality and excellent value our products offer. In order to increase sales, improve awareness of our brands, and enhance consumers’ experience of our products, we believe we should support and sell to only those authorized retailers and distributors who demonstrate the same commitment. Therefore, Gerber Childrenswear has implemented the following Retailer Online Distribution Policy (“Policy”), applicable to all the Company’s business customers (“Retailer” or “you”).

### POLICY

#### Online Retailer Registration and Online Distribution

Retailers intending to sell Company’s products (“Products”) online must notify the Company when registering as a customer of Company and will be required to sign up as an online Retailer of Products (upon Company’s approval, an “Online Retailer”). Online Retailers must agree at all times to: (i) disclose to Company in advance the domain name and a link to all web sites at which they intend to sell the Products; and (ii) sell Products online exclusively on Authorized Web Sites (as defined below). In no event may a Retailer sell Products online without informing Company and obtaining its advance, written approval.

Company has the right, in its sole and absolute discretion, to choose which Retailers may sell Products online and at which websites Products may be sold, and to terminate at any time an Online Retailer’s right to sell Products online. Retailers who intend to sell Products online acknowledge that they have no right to sell Products (including directly to consumers) in violation of this Policy, or to sell Products to other retailers or any third party (other than the end consumer). Any violation of this Policy by a Retailer is cause for termination of the Retailer’s right to sell Products online and may result in the termination of Retailer’s relationship with the Company in all respects.

#### Approval of, and Requirements for Sales on, Authorized Web Sites

Online Retailers may sell Products to consumers via the internet solely on the Retailer’s own, hosted web site(s), subject to Company’s approval, and on third-party web sites that are approved in writing, in advance, by Company (each, an “Authorized Web Site”). An Online Retailer may not advertise, sell, or offer to sell Products on any web site other than an Authorized Web Site.

Online Retailers may list and sell Products on an Authorized Web Site only under the correct UPC provided by Company.

In general, Company prohibits Online Retailers from selling Product on online marketplaces (such as the marketplaces of Amazon.com, Walmart.com, and Craigslist.com) (“Marketplaces”), on auction sites (such as Ebay.com), on discount sites, or in any manner that violates this Policy.

An Online Retailer with approval to sell on a Marketplace such as Amazon.com (which may be granted by Company from time to time, in writing and at its sole discretion) may not maintain multiple seller IDs or multiple forms of other business/retailer/merchant/storefront/account names or other unique identifiers (a “Marketplace Account”) on a the Marketplace. When requesting permission to sell on a Marketplace, an Online Retailer must provide Company with a written list of its respective Marketplace Account(s) for each Marketplace.

Online Retailers may not repackage, bundle, or otherwise alter Company’s products (including their packaging) in order to create new products to sell on a Marketplace, without Company’s prior written permission. (E.g., an Online Retailer may not buy a three-pack and a five-pack of Company products and repackage them as one, five-pack for sale on a Marketplace.)

An Online Retailer approved to sell on a Marketplace may sell on the Marketplace those products already being sold there by Company. However, the Online Retailer may not add a new style of Company product not sold on the Marketplace to the existing product page of a Company product style already sold on the Marketplace. For example, an Online Retailer approved to sell on the Amazon.com Marketplace who wishes to sell a new style of Company product on the Marketplace must create a new product detail page for the style. The Online Retailer may not add the style to an existing product detail page for another Company Product.

#### Confidentiality

You agree that this Policy, as well as other non-public or proprietary information regarding the Company, its products and terms of sale (including pricing and strategies), and your relationship with Company (the foregoing collectively, “Confidential Information”), are confidential, and that your disclosure of Confidential Information would result in immediate and irreparable harm to Company, which could not be remedied with monetary damages. The disclosure of this Policy to any person, other than your advisers and members of your business who need to know for purposes of implementing this Policy and selling Products in accordance with it, is strictly prohibited.

#### Reservation of Rights by Company; May be Altered at Any Time

You understand and agree that we reserve the right, in our sole and absolute discretion, to interpret and enforce this Policy and to amend or cancel the Policy at any time, without advance notice.