

PICNIC TIME MINIMUM ADVERTISED PRICE (MAP) POLICY

Picnic Time greatly appreciates the services provided to the users of our products by our valued reseller customers. We understand the effort and expense that goes into this and are establishing this MAP policy to support these very efforts. This is a policy our resellers have been asking for and it will protect not only their ability to promote our products but protect the Picnic Time brand as well.

Effective as of April 1, 2009, Picnic Time has established a minimum advertised price ("MAP") on all Picnic Time products. The policy applies only to United States resellers and distributors. The MAP policy is designed to ensure that resellers and distributors have the incentive to invest resources into services for the users of Picnic Time products. This MAP policy has also been established by Picnic Time to maintain the long standing reputation of Picnic Time as a top producer of high quality products.

The MAP policy shall work under the following guidelines:

The MAP for all Picnic Time products shall be listed on a specific Picnic Time MAP price sheet for resellers and distributors. MAP pricing is established by Picnic Time for all Picnic Time products and may be adjusted by Picnic Time at its sole discretion.¹ The MAP for all Picnic Time products shall be listed on a specific Picnic Time MAP price sheet for resellers and distributors. MAP pricing is established by Picnic Time for all Picnic Time products and may be adjusted by Picnic Time at its sole discretion.

This price advertising policy covers any communication about Picnic Time products that may be read or heard by someone outside of the reseller's physical retail location. The MAP policy covers all advertisements of Picnic Time products communications by any form of print or broadcast media, for example, as well as, without limitation, handbills, flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, Internet or similar electronic media, television, radio, public signage, and any signage that is visible from outside the dealer's retail location. The policy does not cover in-store signage or displays that are visible only within the store.

MAP applies only to advertised prices and does not apply to the price at which the products are actually sold or offered for sale to an individual consumer within the dealer's retail location or over the telephone. Picnic Time resellers and distributors remain free to sell these products at any prices they elect.⁴ MAP

applies only to advertised prices and does not apply to the price at which the products are actually sold or offered for sale to an individual consumer within the dealer's retail location or over the telephone. Picnic Time resellers and distributors remain free to sell these products at any prices they elect. MAP does not establish maximum advertised prices. While Picnic Time reserves the right to determine what prices appear in any advertising for Picnic Time products, Picnic Time does not require its resellers to sell those products at any particular price. Resellers remain free to determine their own retail prices. All resellers and distributors may offer Picnic Time products at any price in excess of the retail price or MAP established for such product. Picnic Time's MAP policy does not in any way limit the ability of any dealer to advertise that "they have the lowest prices" or, they "will meet or beat any competitors price," that consumers should "call for a price" or phrases of similar import as long as the price advertised or listed for the products is not less than MAP. From time to time Picnic Time may discontinue models or engage in promotions with respect to certain products. In such events, Picnic Time reserves the right to modify or suspend the MAP with respect to the affected products by notifying all resellers of such change. Picnic Time further reserves the right to adjust the MAP with respect to all or certain products at its sole discretion. Picnic Time will post these changes on our website at least 7 days in advance of the change, provided that such changes shall apply equally to all Picnic Time resellers and distributors.

Policy on Use of Trademarks and Copyrighted Images

Limited License: Picnic Time is pleased to grant its authorized resellers a limited, nonexclusive license to use the current versions of Picnic Time's trademarks, trade names, copyrighted images, logos, designs and distinctive advertising marks (collectively, the "Marks"), provided that (1) the Marks are used solely in connection with the advertisement, promotion and sale of Picnic Time products; and (2) resellers use these Marks in accordance with all applicable instructions and guidelines from Picnic Time. **Rights Retained by Picnic Time:** These Marks are protected by various forms of intellectual property law, and Picnic Time retains all rights in and complete control over their use. All Internet web sites and other media featuring these Marks or any Picnic Time products are subject to the approval of Picnic Time. Picnic Time reserves the right to deny, limit, or withdraw this approval and to terminate this license at any time and for any reason. This license is non-transferable and may not be sublicensed or assigned by the resellers.

Internet Policy

Internet Price Advertising: Prices advertised on Internet web sites must comply with the Picnic Time MAP advertising Policy. This means that if prices are mentioned anywhere

on an Internet web site, they must be equal to or greater than the minimum advertised prices established by Picnic Time.

Application of Internet Policy: This Internet pricing policy covers prices that appear anywhere on any web site. Resellers operating an internet site are free to make sales at prices below Picnic Time's minimum advertised prices but any specific price published on the website must comply with this Policy.

Order and Transshipping Policy

The sale of Picnic Time products to resellers is governed by the Picnic Time Standard Terms and Conditions of Sale. Picnic Time resellers may sell Picnic Time products only to retail customers or to other authorized Picnic Time resellers. Resellers may not sell or otherwise provide any Picnic Time product to another for resale without prior, written authorization from Picnic Time.

Enforcement

In the event of a violation of this policy, action up to and including termination of account may result. Picnic Time does not intend to do business with resellers or distributors who degrade the image of Picnic Time and its products. Picnic Time will not provide prior notice or issue warnings before taking any action under this policy. Should any Picnic Time reseller sell to another reseller who is not authorized to sell Picnic Time products, in violation of the Order and Transshipment Policy, our business relationship with and license to that reseller will be terminated immediately.

All of our resellers and other customers are important to us at Picnic Time. We value our relationships and appreciate the opportunity to do business with you. These policies are in place to protect our brand, and to encourage the sale of Picnic Time products. These policies are subject to change. You can confirm our current policies by checking this web site, www.PicnicTime.com, or by contacting us at any time.

At-will Account

An at-will account is a relationship in which either party can terminate the relationship with no liability. There is no express contract for a definite term governing the relationship. Under this legal doctrine any account is presumed to be "at will"; that is, Picnic Time is free to discharge individuals or companies "for good cause, or bad cause, or no cause at all," and the account is equally free to discontinue the relationship.

The terms of this MAP policy are confidential and should not be disclosed to other parties.