

Kelly Toys Holdings, LLC Non-Publication Conditions and Guidelines

The following Conditions and Guidelines (“Conditions”) shall apply if Kelly Toys Holdings, LLC (“KELLY TOYS”) provides to the Buyer any assets, images, photographs, videos, graphics, or other media or medium, or the like (collectively “Assets”) in connection with products that the Buyer purchases from KELLY TOYS:

1. Buyer must first obtain written permission from KELLY TOYS before any Assets may be published, exhibited, broadcast, posted on the Internet, sold, traded, disseminated to anyone outside Buyer or shared with the public (e.g., advertisement, internet, POP, retail displays, external trade shows, etc.), or used in any way.
2. Without the prior written approval of KELLY TOYS, the Assets may not be altered in any way, either for internal use by Buyer, or for external use or dissemination as addressed in Paragraph 1, including but not limited to:
 - a. Elements such as people, signs, or any other part of the Asset may not be digitally removed or added.
 - b. The perspective or depth of the image may not be digitally altered.
 - c. Assets may not be reversed.
 - d. Assets may not be cropped and/or enlarged to enhance portions of the Asset.
 - e. Assets should not be presented or described in any way that does not accurately describe the content of the Asset.
3. Such permission to alter an Asset may only be granted by KELLY TOYS to Buyer after Buyer submits its request to use the Asset or submits the proposed altered Asset to KELLY TOYS for approval. KELLY TOYS shall review submitted material and obtain necessary Licensor approval. Such Licensor approval may take up to fifteen (15) days or more to obtain. No use which requires KELLY TOYS’s approval shall be made unless and until KELLY TOYS provides such written approval. The passage of time or silence shall not be deemed to be an approval.
4. KELLY TOYS may revoke such publication rights granted hereunder, for any reason whatsoever and without prior notice to Buyer, and Buyer shall immediately comply with any such requirements set forth by Buyer following such revocation.
5. Buyer will at all times indemnify, defend and hold harmless KELLY TOYS from and against any and all claims, damages, liabilities, costs and expenses, including, without limitation, fees and disbursements of counsel, incurred by KELLY TOYS in any action or proceeding between KELLY TOYS and Buyer or between KELLY TOYS and Licensor or any third party arising out of any breach or alleged breach by Buyer of any express or implied warranty, representation or other agreement made herein.
6. These Conditions may be amended, supplemented, waived or changed only by a writing signed by both Buyer and KELLY TOYS, and making specific reference to these Conditions.
7. These Conditions will be interpreted and construed in accordance with the laws of the State of Florida, without regard to conflict of law principles. All disputes arising out of these Conditions will be subject to the exclusive jurisdiction and venue of the state courts located in Broward County, Florida and the federal courts located in the Southern District of Florida, and each party hereby consents to the personal jurisdiction thereof.

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8. Any notices permitted or required to be given under these Conditions must be sent by personal delivery, first class mail (return receipt requested), via e-mail, or recognized overnight courier services (e.g., Federal Express or DHL).
9. These Conditions represent the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes all other negotiations, understandings and representations (if any) made by and between such parties.