Client Agreement

The following terms and conditions of this Client Agreement ("**Agreement**") apply to each transaction between EE Distribution ("**EED**"), a division of Entertainment Earth, LLC, a California limited liability corporation, and the undersigned Client ("**Client**"), are a part of, and incorporated into, each purchase order submitted by a Client (a "**Purchase Order**").

1. OPENING AN ACCOUNT

Clients interested in ordering from EED, must first return a completed New Client Application which will be available to Client via EED's website. Submission of a New Client Application does not guarantee that it will be approved or that an account will be opened.

2. ORDER AND ACCEPTANCE

By placing an order with EED, the Client attests that they are legally authorized to sign this Agreement, open an account, and make purchases from EED.

Client shall order products ("Products") by submitting orders either online through eedistritbution.com or over the phone to a designated EED sales representative. Order confirmation for Products shall be binding upon email receipt and shall be subject to availability and prior commitment of the Products. EED reserves the right to reject any order of Client for any reason or no reason. All Client orders must reference this Agreement and will be governed by the terms of this Agreement. Any term or condition set forth on any document submitted by Client which is inconsistent with any term or condition of this Agreement shall be of no force or effect, unless accepted in writing by an authorized officer of Entertainment Earth, LLC. Acknowledgement or delivery of an order confirmation email shall not constitute acceptance of any inconsistent term unless specifically so stated therein and such acceptance shall not alter the terms and conditions of future orders. Products on EED's website, or Products solicited or ordered by Client may not be posted, made available for order, pre-order, waiting list, wish list, or mentioned, written about, discussed, listed, or communicated to anyone in any manner without the prior written consent of EED. All Purchase Orders are subject to change, modification, price change, delay, channel restriction changes or cancellation at any time without notice.

A minimum annual purchase amount of USD $2,400 is required for all Clients, excluding shipping and fees. A minimum first order purchase amount of USD $250 is required for new Clients.

An Onboarding Fee of $250.00 may be required for some new clients. If the Onboarding Fee is not collected, new order(s) will not be activated. Once Client account has $250.00 of shipped merchandise, the Onboarding Fee will be refunded. To be eligible for the refund, the Client account must have shipped $250.00 worth of merchandise and must be in good standing.

Attendance in a New Client Seminar may be required for some new clients. If the New Client Seminar has not been completed, new order(s) will not be activated.

Due to the collectible nature of some of the Products, EED does not guarantee availability of items, exact ship dates, figure assortment breakdown, packaging, product variations, or exact quantities available to ship to Client, regardless of how many units were ordered by Client, when they were ordered, seniority of account, payment terms, payment status, chronological order of ordering, date and time ordered, etc. EED has the right to allocate quantities of product without notice. Manufacturer and EED reserves the right to not ship, ship partial, change ship dates, change items, names, descriptions, change assortments, content, sizes, weights, shipping methods, shipping carriers, restrict orders or sales to certain channels or location, and/or change pricing without notice. All aspects of orders and shipments are subject to change without notice. EED reserves the right to limit quantities of Products sold. EED reserves the right to share Client data, along with their orders, sales and shipments with Manufacturers, licensors, and vendors without notice at its sole and absolute discretion.

3. SPECIAL ORDERS AND DEPOSITS

Any order or request for EED to purchase inventory above normal inventory ordering levels, may require a deposit from Client and will be subject to backorder limits as determined by EED, in its sole and absolute discretion. In addition, EED may request a deposit for any reason and for any amount.

A Client's backorder credit limit will be established by EED and can be modified up or down at any time without notice to Client at EED's sole and absolute discretion. A deposit may be requested by EED if Client's order exceeds backorder credit limit. No new orders can be placed by Client until the deposit is received or the backorder credit limit is increased.

Any order that requires special handling including but not limited to carton labeling, item stickers, poly-bagging, custom boxes or pallets, additional shipping documentation, custom loading or packaging, storage fees, restocking fees, or custom payment arrangements will be subject to additional fees in accordance with the EED's Services and Fees Addendum, attached hereto as Exhibit A.

4. LIMITATION ON SALES

Some manufacturers of Products do not allow their products to be

listed or sold on Amazon.com, eBay.com, or any other third-party website or marketplace. These restrictions are noted online at each relevant product page on EED's website. EED reserves the right to revise these restrictions at any time, in its sole and absolute discretion. Violations of such restrictions may result in the deactivation of Client's account. EED does not guarantee Products can be ungated, listed on, or sold on any other website or marketplace.

Client shall not export, sell, or otherwise distribute the Products to any third party who Client knows or has reason to know intends to resell or redistribute Products through any channel of distribution prohibited hereunder.

EED and Client recognize and agree that nothing contained in this Agreement shall be construed as granting Client any intellectual property rights, by license or otherwise, to any invention, patent, logo, copyright, trademark, service mark, or other intellectual property right. Neither Client nor any party to whom Client sells the Products shall use the intellectual property of EED or the manufacturers of Products in or as the domain name of any website, or as part of any corporate or trade name. Client may only use the name "Entertainment Earth" in conjunction with specific items purchased from EED that (i) include Entertainment Earth as a part of the product name or product description, (ii) are Entertainment Earth exclusives, (iii) are shared exclusives, or (iv) are convention exclusives.

5. PAYMENT TERMS

All accepted orders of Products shall be paid before any Product is shipped to Client in accordance with this Agreement. All order and individual shipment information is available to Client in the Your Account section of the EED website.

We accept payment in U.S. Funds only. To the extent payment is made by Client via any method wherein fees are incurred, Client shall be solely responsible for all bank related fees.

If payment is made, and the payment is declined by way of insufficient funds or credit balance, Client will be charged a cancellation fee if payment is not received within 8 business days.

Any amount not paid prior to shipment of Products (the "**Due Date**") shall incur a late fee of not less than one and one half percent (1.5%) (or the maximum amount allowed by law) of the value of the amount owed per month from the Due Date until paid. To the extent Client makes any partial payments towards any outstanding balance, payments will first be applied to late fees, then to the principal amount.

Failure to pay within 12 business days after the Due Date will constitute default of the Agreement, and material breach thereof. Client understands that in the event of any default of the Agreement, or any material breach thereof, EED may immediately terminate its relationship with the Client, including termination of the Agreement and cancellations of all items on backorder. If any orders are unpaid by the Due Date, EED may, in its sole and absolute discretion, declare all unpaid orders, regardless of their respective Due Date, and any and all other indebtedness or obligations of any and every kind owing by the Client to EED immediately due and payable without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Client. Any overdue balance is subject to payment using the credit card as authorized on the Irrevocable Authorization To Process Payment From Credit Card Form on file. This includes any cancellation or late fees incurred. If no 'Irrevocable Authorization To Process Payment From Credit Card Form' is on file, past-due balances are subject to fees as stated above.

EED reserves the right to reduce, reject or cancel orders from any Client due to insufficient credit history, delinquent payments, refusal to accept merchandise ordered, and other reasons as determined by EED. Prepayment, deposit, or security for payment may also be required, at EED's sole discretion.

6. TAXES

Unless otherwise stated, prices do not include sales, use, excise, or similar taxes. Consequently, in addition to the price specified herein, the amount of any present or future sales, use, excise, or similar tax applicable to the sale of the Products hereunder shall be paid by Client, or in lieu thereof, Client shall provide EED with a tax exemption certificate acceptable to the taxing authorities. In addition, Client must supply EED with Client's valid resale number.

7. INSURANCE

Client shall procure and maintain customary product liability and general liability insurance at its own cost at all times during which Products are being sold. Client shall list EED on its insurance policies as an additional insured. Nothing contained herein will be deemed to limit, in any way, the indemnification provisions of this Agreement.

8. MINIMUM ADVERTISED PRICE

Client shall confirm its pricing for the resale of Products under the terms of this Agreement to conform with any third-party manufacturer's Minimum Advertised Price ("**MAP**") and in accordance with EED's policies and procedures as set forth on EED's website, which may be amended by EED from time to time. Client agrees not to assign, transfer, divert, or otherwise provide MAP-enforced Products to any third-party retailer, distributor, department store chain, discount retailer or "box store" for resale or for any other purpose.

9. SHIPPING

Unless otherwise agreed in writing by EED, all shipments of Products shall be (i) F.O.B. origin from an EED distribution center (Ventura County, California). EED reserves the right to change the shipping point at any time in its reasonable discretion. Title of the Products shall transfer to the Client upon remittance of the Products to the carrier.

Shipments will be made against orders until completion unless a cancellation date or written instructions to the contrary have been received. Cancellation notices must be received by EED at its headquarters prior to shipment. All cancellations shall be subject to a cancellation fee as listed in Exhibit A. EED may increase or decrease the cancellation fee, in its sole and absolute discretion by providing reasonable notice to the Client.

Client is responsible for all shipping charges, whether utilizing EED's freight carriers or shipment via Client's own freight carrier accounts. Client may request, at their sole and absolute expense, special shipping and handling requests for any Product order in accordance with the EED's Services and Fees Addendum, attached hereto as Exhibit A.

For international shipments, EED will ship the Products Delivery Duty Unpaid (DDU) unless Client makes alternate arrangements with EED. Client shall be solely responsible for all import clearance formalities and related duties, taxes, and other charges payable upon import of the goods. EED will require a deposit based upon a percentage of the total value of the shipment for all international orders shipped utilizing EED's freight carriers. All international shipments shall be performed by both parties in accordance with the International Shipping Deposit Procedures Addendum, attached hereto as Exhibit B.

EED may provide temporary storage, in its sole and absolute discretion for any prepaid shipments to allow Client to arrange for shipment or pick-up. EED reserves the right to charge storage fees consistent with its Service and Fees Addendum.

If Client utilizes fulfillment by Amazon ("FBA"), EED can provide, after Client's written notice requesting same, carton and pallet labeling for direct shipment to Amazon distribution centers consistent with EED's Distribution Service and Fees document (Exhibit A) and subject to payment of fees and charges associated thereto.

10. DELAYS IN DELIVERY

EED will not be liable for delays in delivery: (a) due to causes beyond EED's reasonable control; (b) due to acts of God, acts of civil or military authority, priorities, fires, strikes, floods, epidemics, quarantine restrictions, war, riot, delays in transportation or carton shortages; (c) due to inability to obtain necessary labor, materials, components, or manufacturing facilities; or (d) due to any other commercial impracticability. In the event of any such delay, the date of delivery will be deferred for a period equal to the time lost by reason of the delay.

11. CLAIMS AND DAMAGES

Delivery of the Products will be made F.O.B. designated distribution point, and risk of loss, shipping adjustments, shortages, and damage to products in transit will fall upon the Client, regardless of whether EED pays the freight charges, whose responsibility it will be to file claims with the carrier for shortages or damages. No credit or deduction will be granted for shortages or damages. EED may, at its discretion, assist Client in the filing of such claims, provided that Client provides EED, within thirty (30) days after the ship date, a legible copy of the carrier's freight bill signed by the carrier's representative, noting the discrepancies, along with a written report certifying that the freight was not received from any other source. No credit or deductions from invoice payments are permitted for carrier claims.

Until full payment for Product has been received by EED, Client shall keep and maintain the Products free and clear of all liens, charges, and encumbrances.

All non-carrier claims made against EED must be received, in writing, by EED within ten (10) days after receipt of the Products. Payment may not be withheld pending settlement of any claims of adjustment. Requests for adjustments must be supported by carrier inspection reports, delivery receipts, and photographic evidence of the claimed damaged Product or Product packaging. No adjustments may be made without EED's prior written authorization. Client acknowledges that the Entertainment Earth "Mint Condition Guarantee" does NOT apply to any orders for Products placed pursuant to this Agreement. EED does not warrant that Product packaging will ship or arrive in mint, perfect, or near perfect condition. Product packaging may arrive with dents, creases, blemishes, and/or other packaging defects. The sole purpose of packaging is to protect the Product inside.

Products which are returned after sale to end users and are determined to be defective shall be reported to EED. EED will advise Client regarding the disposition of such defective Products within fifteen (15) business days of receipt of a return authorization request from Client. Upon EED's determination of the Product's status as defective, EED may approve the Client's return authorization request and offer a replacement Product, if available. If the Client return authorization request is approved by EED in writing, EED will advise the Client whether to dispose of the defective Product and EED will issue a refund or credit to Client's account. On occasion, the vendor may request the defective Product be returned to EED. In this case, EED will be responsible for expenses related to shipping the Product back to EED and will issue a credit to the Client for the purchase price of the defective Product.

Client shall not sell or distribute (1) factory defective Products for which a credit or allowance has been requested or received, or (2) Products which are known by Client to have been altered or damaged (e.g., unpackaged products, damaged consumer returns).

12. RETURNS AND ORDER REDUCTIONS

Client acknowledges and assumes the risk that due to the nature of the products purchased from EED, variations in such products, including but not limited to, changes in scheduled ship date, creators, images, SRP, subject matter, availability (digital and otherwise), etc. may occur. Despite such variations, all merchandise is sold by EED on a non-returnable basis unless otherwise authorized in writing by EED. Returnable items must be received by EED to be eligible for credit. EED is not responsible for freight costs associated with returns.

In addition, orders cannot be reduced or cancelled unless otherwise authorized in writing by EED. Returns, order reductions and/or cancellations are subject to a cancellation fee as listed in Exhibit A.

13. ACCOUNT INACTIVATION AND DATA RETENTION

EED reserves the right to suspend or inactivate any Client account due to inactivity. Unless otherwise agreed in writing, an account may be automatically inactivated under any of the following conditions: (a) no valid payment method is provided within three (3) months of account creation; (b) the applicable onboarding fee remains unpaid for three (3) months; or (c) there has been no account activity for a period of nine (9) consecutive months and no open or pending orders exist.

The Client may also request inactivation of their account at any time by providing written notice to EED.

Following inactivation, if an account remains inactive for a period exceeding twelve (12) months, EED will delete Client account information in accordance with EED's data retention policies and procedures and applicable law.

14. ALLOCATIONS

EED reserves the right to allocate Products to any client, in any division, in any quantity or no quantity, in any sequence or order at its sole and absolute discretion.

15. NON-COMPLIANCE FEES

EED is not responsible or liable for and will not pay or incur any fees, deductions from invoice or other such amounts for any shortages, losses or delays in connection with any orders or shipments, or because of EED's non-compliance with Client's instructions and/or policies, including "non-compliance" or other such fees.

16. LIABILITY DISCLAIMER

The information contained in EED paper or electronic publications, including but not limited to prices, content, availability, suitability for users, product safety, and release or shipment dates, is based solely on information EED receives from the manufacturers of the Product. EED makes no representation or warranty as to the accuracy of this information and is not liable for any claims or losses resulting from any inaccuracies contained therein or from the Client's sale of the product. All warranties, conditions, representations, indemnities, and guaranties, whether express or implied, arising by custom, prior oral or written statement by EED or otherwise (including, but not limited to, any warranty of merchantability or fitness for a particular purpose) are expressly excluded and disclaimed.

EED reserves the right to cancel orders, at any time and from time to time, for any merchandise, without responsibility therefore, in whole or in part, in its sole discretion, including for such things as manufacturers' cancellation, unacceptable delays, poor quality, or insufficient orders. In the event that EED is unable to ship Product in a timely fashion, any orders for such Product may, at EED's sole discretion, either be (i) cancelled by EED, (ii) shipped when the product becomes available, or (iii) shipped to the Client subject to return privileges.

Occasionally, EED may find it necessary to change pricing or discounts after Clients' orders are received. In these instances, Clients shall have the right to reduce or cancel orders on those items affected. Such reductions/cancellations must be requested by Clients within 7 days of notice of the change.

EED shall not be liable for any incidental, consequential, special, direct or indirect damages (including, without limitation, lost sales, profits or business interruption losses) as a result of this Agreement (or the breach thereof) or such damages suffered by Client or any purchaser, distributor, retailer or end-user of any of the Product provided by EED, whether arising in tort, contract or otherwise.

17. HOLD HARMLESS

The Client hereby agrees to indemnify and hold EED, its agents, affiliates and subsidiaries harmless from and against any loss, damage or expense suffered by EED, including reasonable attorneys' fees and costs, by reason of (i) breach by the Client of any warranties or Agreements contained herein, (ii) any act or omission of the Client, (iii) any claim, cause of action or lawsuit arising from the sale, use, storage, transportation or handling of the merchandise sold hereunder, or (iv) any settlement, judgment or payment with respect to any of items (i), (ii) or (iii) hereof.

EED relies on its manufacturers to comply with applicable national, state and local product safety regulatory requirements, including without limitation the U.S. Consumer Product Safety Act as amended by the Consumer Product Safety Improvement Act of 2008. By ordering from EED Client agrees that (i) Client will look

solely to EED's vendors for any certificates or test results required by any such regulatory requirements; (ii) Client will exercise any remedies Client may have as a result of those regulatory requirements solely against such vendors; and (iii) Client will indemnify and hold EED harmless from any claims made against Client arising out of, in connection with or with respect to any such regulatory requirements.

18. CONFIDENTIALITY

Client shall treat as confidential all Confidential Information of the Company, shall not use such Confidential Information except as set forth herein, and shall use reasonable efforts not to disclose such Confidential Information to any third party. Without limiting the foregoing, Client shall use at least the same degree of care which it uses to prevent the disclosure of its own confidential information of like importance to prevent the disclosure of Confidential Information disclosed to it by the other party under this Agreement. Client shall promptly notify EED of any actual or suspected misuse or unauthorized disclosure of the EED's Confidential Information. Any breach of the restrictions contained herein is a breach of this Agreement which may cause irreparable harm to EED. Any such breach shall entitle EED to injunctive relief in addition to all legal remedies. Each party shall be entitled to disclose the existence of this Agreement, but agrees that the terms and conditions of this Agreement shall be treated as Confidential Information and shall not be disclosed to any third party; provided, however, that each party may disclose the terms and conditions of this Agreement: (a) as required by any court or other governmental body; (b) as otherwise required by law; (c) to legal counsel of the parties; (d) in confidence, to accountants, banks, and financing sources and their advisors; (e) in connection with the enforcement of this Agreement or rights under this Agreement; or; (f) in confidence, in connection with an actual or proposed merger, acquisition, or similar transaction.

For the purposes of this Agreement, "**Confidential Information**," shall mean any

(i) Information disclosed by EED to the Client pursuant to this Agreement which is in written, graphic, machine readable or other tangible form and is marked "Confidential," "Proprietary" or in some other manner to indicate its confidential nature. Confidential Information may also include oral information disclosed by one party to the other pursuant to this Agreement, provided that such information is designated as confidential at the time of disclosure and is reduced to writing by EED within a reasonable time (not to exceed thirty (30) calendar days) after its oral disclosure, and such writing is marked in a manner to indicate its confidential nature and delivered to the receiving party;

(ii) All item images, descriptions, breakdowns, and pricing, and applies to all informational-only use by affiliates, press, social media or any other form or type of publicity. All Confidential Information will remain the exclusive property of EED, and the disclosure of Confidential Information by EED will not constitute an express or implied grant to Client of any rights to copyrights, trade secrets, trademarks, pricing information, or other Intellectual Property of EED;

(iii) Convention exclusives and/or EED exclusives, which may not be posted, made available for order, pre-order, waiting list, wish list, or mentioned, written about, posted, discussed, listed or communicated to anyone in any manner in any way until the relevant convention(s) has officially started and/or the exclusive terms have been satisfied;

(iv) EED's Intellectual Property;

(v) Third party intellectual property including but not limited to third party manufacturers.

19. COMPLIANCE WITH LAWS

It is understood that the sale of the Products by Client as contemplated hereunder may require approvals pursuant to, and in compliance with, the laws and regulations of the United States and other applicable jurisdictions. In order to assure that the sale of the Products made pursuant to this Agreement do not violate any applicable laws or regulations, Client shall at all times comply with all applicable laws, rules and regulations that affect or impact this Agreement and each party's rights and obligations hereunder or that affect or regulate the sale of the Products. Client agrees to obtain and maintain current and in effect, during the duration of this Agreement, all licenses, permits and authorizations required by applicable law and/or any political authority, division or regulatory body to enable Client to perform hereunder.

20. BUSINESS RELATIONSHIP

This Agreement shall create a business-to-business relationship between the parties. This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between EED and Client or to impose any partnership obligation or partnership liability upon either party. Client shall not have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind EED.

21. GOVERNING LAW

This Agreement shall be deemed to have been made in the State of California and the validity of this Agreement, its construction, interpretation and enforcement, and all of the rights of the parties hereunder, shall be determined under, governed by, and construed in accordance with the laws of the State of California (without regard to principles of conflicts of laws). Additionally, this Agreement shall be construed as entered into by and between merchants. Client hereby submits to the non-exclusive jurisdiction and venue of the state and federal courts located in the State of California in connection with any action or proceeding arising out of, or relating to, this Agreement.

22. DISPUTE RESOLUTION

All disputes arising out of this shall be settled by final binding arbitration in Ventura County, California, pursuant to the Commercial Arbitration Rules of the American Arbitration Association. The dispute shall be heard and determined by one arbitrator. Judgment on the award rendered by the arbitrator may be entered in any court having competent jurisdiction thereof. Notwithstanding the foregoing, the parties may apply to any court of competent jurisdiction in Ventura County, California, U.S.A., for a temporary restraining order, preliminary injunction, or other interim

or conservatory relief, as necessary, without breach of this arbitration agreement and without any abridgment of the powers of the arbitrators and agree that such courts shall have exclusive jurisdiction of any such action. Each party hereto acknowledges and agrees that if any arbitration, action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to its' costs including attorneys' fees, and necessary disbursements in addition to any other relief to which the party may be entitled.

23. WAIVER

Any waiver by either party to this Agreement of a breach of any term or condition of this Agreement shall not be construed to constitute a waiver of any subsequent breach of same or any other term or condition hereof.

24. ASSIGNMENT

This Agreement shall be binding upon, and shall inure to the benefit of, the respective successors and assigns of the parties hereto, provided, however, that this Agreement may not be assigned by Client without the prior written consent of EED.

25. TERMINATION

EED shall have the right at any time, in its sole and absolute discretion, to terminate this Agreement with or without cause, effectively immediately upon written notice.

Upon the termination of this Agreement, all rights of Client under this Agreement shall terminate, Client shall not be entitled to any compensation, payments or reimbursement, and any open invoices from EED then remaining unpaid shall immediately become due and payable. Client will further be responsible for all cancellation fee as set forth in this Agreement.

26. ENTIRE AGREEMENT

This Agreement is intended to be the final, exclusive and complete statement of the terms of the Agreement between the Client and EED. This Agreement shall supersede all prior agreements and understandings, whether oral or written, with respect to the subject matter hereof. Neither trade usage nor any terms and conditions that may be contained in any acknowledgment, Purchase Order or other documentation of Client, nor course of prior dealing between the parties shall affect or modify this Agreement. Upon receipt by EED of Client's Purchase Order, this Agreement shall constitute the entire Agreement between the parties and may not be modified or rescinded except by a writing signed by EED. If any part, term, or provision of this Agreement is held to be invalid or unenforceable, the validity of the remaining portions shall not be affected and the invalid provision shall be deemed excluded from this Agreement.

27. COUNTERPARTS

This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together with all Exhibits attached hereto are deemed to be one of the same Agreement. A signed copy of this Agreement delivered by facsimile, email (PDF copies), or other means of electronic transmission, including clicking the "I Accept" button below the online version of this Agreement on EED's website, is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

EE DISTRIBUTION

EXHIBIT A

EE DISTRIBUTION SERVICE AND FEES – 2025

Service Code	Service Description	Amount	Unit
EEDLF	Carton labeling and item sticker requests. Any custom non-standard labels or stickers must be provided to EED by the Client defined as materials not automatically generated by EED systems as part of daily shipping procedures. All such requests subject to review by EED and may not be possible and/or approved. Cannot be requested for FBA/WFS orders.	$0.30	per piece application
EEDLF	Removal of carton labels or item stickers	$0.30	per piece
EEDPB	Poly-bagging items. Cannot be requested for Flexport /FBA/WFS orders.	$0.30	per piece
EEDSH	Additional box special handling	$50	billed labor $100/ staff hr. ½ hour increments
EEBC	Double-boxing of single manufacturer cartons. May not be possible depending on the size of the manufacturer carton.	$4	per box
EEDPL	Custom pallet label	$0.30	per piece
EEDBLK	Black Pallet Wrap on LTL shipments	$10	per pallet
EEDPPF	Plastic, Block or Heat-treated pallets	$30	per pallet
EEDNPS	Notarized packing slip	$20	per signature
EEDRR	Reroute Request	$21	per carton
EESCF	Additional shipping document completion and/or creation for third-party shipments. All such requests subject to review by EED and may not be possible and/or approved	$50	billed labor $100/ staff hr. ½ hour increments
EEDLL	Manual loading of shipping container for EED Client	$50	billed labor $100/ staff hr. ½ hour increments
EEDBB	Block and brace container load with a new one-way load bar	$40	per container
EEDSC	Prepared shipment repacked to different ship method (Exception is prepared 3LA/ FBA shipment changed to Ground as part of EED FBA service FBA2CLIENT option)	$50	billed labor $100/ staff hr. ½ hour increments
EEDSC	Combining of separately prepared shipments past the allowed 3-day period	$50	billed labor $100/ staff hr. ½ hour increments
EEDSC	Consolidate or double box an already prepared shipment	$50	billed labor $100/ staff hr. ½ hour increments

EEDRF	Rush order. Pushes an order to the front of the line. Order ships on the business day requested if possible. All such requests subject to review by EED and may not be possible and/or approved	min $50	Greater of $50 or 5% of the shipment value
EEDSP	Split payment with four or more sources. Allows a Client to use multiple payment methods on a single invoice	$25	per invoice
EEDIV	Invoice verification. EED reviews and confirms invoices are valid for third-party websites such as Amazon. This service is included with our FBA Service Fee.	$5	per invoice
EEDFBA	FBA Service Fee	$0	per occurrence
EEDSF	EED prepared shipment storage fee days 4-14	$30	per day, per shipment
EEDSF2	EED prepared shipment storage fee days 15-21	$40	per day, per shipment
EEDSF3	EED prepared shipment storage fee days 22+	$55	per day, per shipment
EEDCF	Cancellation fee – Most Pre-Orders and Backorders	15%	per item
EEDCF	Cancellation fee – Items in our warehouse or arriving within 5 days	25%	per item
EEDRSF	Re-stocking fee for the cancellation of a shipment already prepared in Warehouse; cancellation fee still applies	$50	billed labor $100/ staff hr. ½ hour increments
EEDSB	Billback by Client carrier to EED on third-party shipments	$27	
EEDCB	Shipping Charge after Client carrier billback	Cost of Shipping	
EEDACF	Address correction fee assessed by the carrier	$22	Per carton
EEDT	Duties and Taxes after Client carrier billback	Cost of Duties and Taxes	
EEDWC	Same day cancellation or missed WWC appointment	$25	per occurrence
EEDWS	Request to leave any portion of a WWC order(s) behind during a scheduled pick-up necessitating a new separate WWC appointment for the remaining cartons	$25	per occurrence
EEDSSF	Order stopped or changed once an order printed	$40	per occurrence
EEDCCB	Chargeback by Client Credit Card or Bank	$40	per occurrence
EEDLATE	Late Invoice Payment Fee	min $35	Greater of 10% of the invoice due or $35 per month past due
EEDOD	Onboarding Fee	$250	At account creation for some clients

EXHIBIT B

INTERNATIONAL SHIPPING DEPOSIT PROCEDURES AND AMOUNTS (subject to change)

The deposit amounts listed above are not estimated shipping charges. Please note that it can take 3-6 weeks to receive the final invoice from the carrier and the actual shipping charges may be more or less than the deposit charged. If the actual invoice amount for a Client shipment is more than the deposit amount, EED will bill the Client for the difference. If the actual invoice amount for a Client shipment is less than the deposit amount, EED will credit the Client back for the difference. *Please note that over-sized cartons will result in increased shipping charges.* The carrier calculates shipping rates based on a combination of actual carton weight as well as the carton dimensions.

For large shipments ($2,500.00+ invoice value) Client may want to consider shipping via ocean or bulk air freight (palletized shipment). It has been EED's experience that when shipping as international loose parcel, additional charges may be incurred for shipments with an invoice value of more than $2,500.00.

Also, if Client is purchasing from multiple USA suppliers, Client may want to consider using a freight forwarder that also offers warehousing and/or consolidation services as EED can only hold Client's product for up to 15 days after it comes into stock.
All deposits will be billed to Client provided credit card prior to any order shipping. If a deposit is unable to be charged to the credit card, Client's order will not be released for shipment until the deposit is first collected.

Australia • Guam • Indonesia • Macau • Malaysia • New Zealand • Philippines • Thailand • Vietnam

Value of Merchandise in Shipment	**Shipping Deposit Required** (based on total value of shipment)	**Deposit Range** (in US dollars)
< $100	$150.00	$150.00
$101 - $150	Greater of 120% or $150.00	$150.00 - $180.00
$151 - $200	Greater of 100% or $150.00	$151.00 - $200.00
$201 - $500	Greater of 70% or $150.00	$140.70 - $350.00
$501 - $900	50%	$250.00 - $450.00
$901+	40%	$360.40+

Belgium • England (U.K.) • France • Germany • Italy • Netherlands (Holland) • Channel Islands (U.K.) • Ireland, Northern (U.K.) • Ireland, Republic of • Luxembourg • Monaco• San Marino • Scotland (U.K.) • Vatican City • Wales (U.K.) • Bulgaria • Czech Republic • Estonia • Gibraltar • Hungary • Latvia • Lithuania • Poland • Romania • Russia • Slovak Republic • Slovenia • South Africa • Singapore • Hong Kong • Taiwan • Japan • South Korea • Spain • Switzerland • Andorra • Austria • Azores (Portugal) • Denmark • Faroe Islands • Finland • Greece • Greenland • Iceland • Liechtenstein • Madeira (Portugal) • Malta • Norway • Portugal • Sweden • China

Value of Merchandise in Shipment	**Shipping Deposit Required** (based on total value of shipment)	**Deposit Range** (in US dollars)
< $100	$100.00	$100.00
$101 - $150	Greater of 80% or $100.00	$100.00 - $120.00
$151 - $200	Greater of 65% or $100.00	$100.00 - $130.00
$201 - $500	Greater of 45% or $100.00	$100.00 - $225.00
$501 - $900	35%	$175.35 - $315.00
$901+	25%	$225.25+

Afghanistan • Albania • Algeria • American Samoa • Angola • Armenia • Azerbaijan • Belarus • Benin • Bosnia-Herzegovina • Botswana • Burkina Faso • Burundi • Cambodia • Cameroon • Cape Verde • Central African Republic1, 2 • Chad • Congo • Cook Islands • Croatia • Democratic Republic of Congo • Djibouti • East Timor • Equatorial Guinea1 • Eritrea • Ethiopia • Fiji • French Polynesia • Gabon • Gambia • Georgia • Ghana • Guinea • Guinea-Bissau1, 2 • Iraq • Ivory Coast • Kazakhstan • Kenya • Kyrgyzstan • Laos • Lesotho • Liberia • Libya1 • Macedonia • Madagascar • Malawi • Mali • Marshall Islands • Mauritania • Mauritius • Micronesia • Moldova • Mongolia • Montenegro • Morocco • Mozambique • Namibia • New Caledonia • Niger • Nigeria • Palau • Papua New Guinea • Reunion Island • Rwanda • Saipan • Samoa • Senegal • Serbia • Seychelles • Sierra Leone1, 2 • Swaziland • Tanzania • Togo • Tonga • Tunisia • Turkmenistan1 • Uganda • Ukraine • Uzbekistan • Vanuatu • Wallis and Futuna • Zambia • Zimbabwe

Value of Merchandise in Shipment	**Shipping Deposit Required** (based on total value of shipment)	**Deposit Range** (in US dollars)
< $100	$250.00	$250.00
$101 - $150	Greater of 200% or $250.00	$250.00 - $300.00
$151 - $200	Greater of 165% or $250.00	$250.00 - $330.00
$201 - $500	Greater of 115% or $250.00	$250.00 - $575.00
$501 - $900	90%	$450.90 - $810.00
$901+	65%	$585.65+

Anguilla • Antigua • Aruba • Bahamas • Barbados • Barbuda • Bermuda • Bonaire • British Virgin Islands • Cayman Islands • Curaçao • Dominica • Dominican Republic • Grenada • Guadeloupe • Haiti • Jamaica • Martinique • Montserrat • Netherlands Antilles • Saba • St. Barthelemy • St. Croix (U.S. Virgin Islands) • St. Eustatius • St. John (U.S. Virgin Islands) • St. Kitts and Nevis • St. Lucia • St. Maarten/St. Martin • St. Thomas (U.S. Virgin Islands) • St. Vincent • Trinidad and Tobago • Turks and Caicos Islands • U.S. Virgin Islands • Bangladesh • Bhutan • India • Maldives, Republic of • Nepal • Pakistan • Sri Lanka

Value of Merchandise in Shipment	**Shipping Deposit Required** (based on total value of shipment)	**Deposit Range** (in US dollars)
< $100	$135.00	$135.00
$101 - $150	Greater of 110% or $135.00	$135.00 - $165.00
$151 - $200	Greater of 85% or $135.00	$135.00 - $170.00
$201 - $500	Greater of 60% or $135.00	$135.00 - $300.00
$501 - $900	45%	$225.45 - $405.00
$901+	35%	$315.35+

Bahrain • Brunei • Cyprus • Egypt • Israel • Jordan • Kuwait • Lebanon • Oman • Palestine Autonomous • Qatar • Saudi Arabia • Syria • Turkey • United Arab Emirates • Yemen Arab Republic • Argentina • Belize • Bolivia • Brazil • Chile • Colombia • Costa Rica • Ecuador • El Salvador • French Guiana • Guatemala • Guyana • Honduras • Nicaragua • Panama • Paraguay • Peru • Suriname • Uruguay • Venezuela

Value of Merchandise in Shipment	**Shipping Deposit Required** (based on total value of shipment)	**Deposit Range** (in US dollars)
< $100	$200.00	$200.00
$101 - $150	Greater of 160% or $200.00	$200.00 - $240.00
$151 - $200	Greater of 130% or $200.00	$200.00 - $260.00
$201 - $500	Greater of 90% or $200.00	$200.00 - $450.00
$501 - $900	70%	$350.70 - $630.00
$901+	50%	$450.50+

Canada • Puerto Rico

Value of Merchandise in Shipment	**Shipping Deposit Required** (based on total value of shipment)	**Deposit Range** (in US dollars)
< $100	$60.00	$60.00
$100 - $175	60%	$60.00 - $105.00
$176 - $225	50%	$88.00 - $112.50
$226 - $350	40%	$90.40 - $140.00
$351 - $1250	30%	$105.30 - $375.00
>$1250	20%	$250.00+