



50 Years of Movement
Building on a Solid Foundation

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the contents of this packet
are strictly confidential
and subject to change

Shipments February 1, 2026, through January 31, 2027

Eligible Products: Online Cheerleading Footwear, Women's and Youth

Option 1: Booking Program

Booking Orders Received not Later than February 1, 2026

Investment Level	Booking Order Minimum Total Gross PO's	Booking, Future, At-Once/Fill In Terms Discount +2% Bonus (Does not apply to drop shipments)	Booking Order Max # of Shipment Dates
1	\$1,500	3% (Max 5%)*	1
2	\$3,000	6% (Max 8%)*	2
3	\$6,000	9% (Max 11%)*	3
4	\$15,000	11% (Max 13%)*	4

Booking Discount

- INITIAL Booking Order shipment will activate discount and must ship prior to processing at-once/fill-in or drop ship orders.
- All Booking orders must include Dealer PO # & ship prior to 09/30/2026.
- Future orders accepted throughout the season; Booking Dealers receive 1st priority for allocation of inventory based on order date and requested ship date.
- Discounts apply only when paid in full within specified dating per invoice. Dating available with approved credit only.

2% Booking Bonus Discount

- Earn 2% additional discount* when Dealer shipper/valid Freight Account# is confirmed/on file with Kaepa by 02/01/2026.
- Freight must be billed to Dealer's shipper account for ALL 2026 shipments or Bonus discount will be revoked.

Consumer Find a retailer@kaepa.com

- Registration form w/Booking order due by February 1, 2026, store locator: shop local and/or shop online. Dedicated Kaepa landing page required for online listing/link.

Drop Shipment

- 0%/Net 30/with approved Credit. Drop Ship Handling Fee \$5 per address applied to all Drop Shipment orders. Booking & Bonus discount does not apply to drop ship orders.

Order Modifications

- Changes to Booking orders (sizes and/or styles) require written notice to customerservice@kaepa.com at least 30 days prior to the original requested ship date. Maximum one modification per PO. Changes to the original requested ship date can result in loss of inventory originally allocated and may result in shipment delays. Orders must ship within five days of the requested ship date to secure inventory allocated to PO.
- Modifications or cancellation that affect total investment level may result in loss of discount/dating. Cancellation fees may apply.

Returns/Exchanges

- To ensure proper credit contact customerservice@kaepa.com to request a Return Authorization for Non-defective and Defective Claims.
- Return to stock/non-defective returns are intended to assist with exchanges. Non-defective requests must be submitted within 30 days of Invoice date. (15% restock fee applies). All return freight charges are the responsibility of Dealer. Product and packaging that is not in new/resalable condition will be denied. Refused shipments are considered Non defective Returns-Restock fees apply.

Option 2: Booking Program

At-Once and Future Ship Orders - No Booking Order Required

- All Purchase Orders = 0%/Prepay (Visa or MC only)
- Drop ship handling charges per address/order.
- Order approval based on market availability. An approved current application and payment authorization form are required prior to acceptance of orders.
- Kaepa reserves the right to limit or exclude products based on availability - priority will be given to booking dealers.

All Orders Subject to Kaepa USA, Inc. Terms & Conditions of Sale

Email orders to: customerservice@kaepa.com | Phone 972-296-7300 or 800-880-9200 | Fax 972-296-7319
kaepausa.com

Effective Shipments February 1, 2026 through January 31, 2027

Style	Style	Product Guide	Sizes		Wholesale	Pairs	Available	Price Policy
#	Name				Unit Price	Case Pack	Date	Minimum Advertised Price
6700	Catalyst AM1	High Performance Competition	Women	4-11 12, 13, 14	\$51.00	20	At-Once	\$98.00
6700Y			Youth	10, 11, 12 13, 1, 2	\$51.00	20	At-Once	\$98.00
C6310	Triumph	Performance Competition, Stunt, All Star, Sideline, Scholastic, Game Day	Women	4-11 12, 13, 14	\$47.00	20	At-Once	\$88.00
C6310Y			Youth	10, 11, 12 13, 1, 2	\$47.00	20	At-Once	\$88.00
6520	All-American	Performance Competition, Stunt, All Star, Sideline, Scholastic, Game Day	Women	4-11 12, 13, 14	\$46.00	12	At-Once	\$79.00
6520Y			Youth	10, 11, 12 13, 1, 2	\$46.00	12	At-Once	\$79.00
6570	Stellarlyte	Performance Competition, Stunt, All Star, Prep, Sideline, Scholastic, Game Day	Women	4-11 12, 13, 14	\$44.00	20	At-Once	\$75.00
6570Y			Youth	10, 11, 12 13, 1, 2	\$44.00	20	At-Once	\$75.00
6570BLK	Stellarlyte Black	Performance Competition, Stunt, All Star, Prep, Sideline, Scholastic, Game Day	Women	4-11 12, 13, 14	\$44.00	20	At-Once	\$75.00
6570YBLK			Youth	10, 11, 12 13, 1, 2	\$44.00	20	At-Once	\$75.00
C6110	Cheerlyte	Scholastic, Sideline, Stunt, Game Day, Competition Pom/Dance/Drill 15 Snap in color sets (120 color combos)	Women	4-11, 12, 13	\$37.00	12	At-Once	\$62.00
C6110Y			Youth	10, 11, 12 13, 1, 2	\$37.00	12	At-Once	\$62.00
6315	Cheerful	Scholastic, Sideline, Stunt, Game Day, Competition Pom/Dance/Drill 15 Snap in color sets (120 color combos)	Women	4-11, 12, 13	\$32.00	12	At-Once	\$50.00
6315Y			Youth	10, 11, 12 13, 1, 2	\$32.00	12	At-Once	\$50.00

All Orders Subject to Kaepa USA, Inc.: *Sales Program *Terms and Conditions *Minimum Advertised Price Policy

*Internet Sales Addendum

Prices Subject to Change Without Notice

kaepa.com

customerservice@kaepa.com

Order Processing: 972.296.7300 Fax: 972.296.7311

Introduction

Kaepa USA, Inc. believes in maintaining a well-regulated and fair marketplace for all of its Authorized Retailers and has worked hard along with those Retailers to ensure that all consumers of Kaepa products receive the kind of advice, service, knowledge and support necessary to maintain the high level of customer satisfaction developed over the years. We believe that certain types of advertising can affect our goodwill and may be damaging to the standards and reputation of the Kaepa brand as well as to our Authorized Retailers. To maintain proper positioning of specific Kaepa USA, Inc. products in the marketplace, the following MAP (Minimum Advertised Price) Policy has been established.

Guidelines

Kaepa USA, Inc. recognizes that Retailers are free to make their own decisions to advertise and sell any Kaepa product at any price they choose, without consulting or advising Kaepa USA, Inc. Similarly, Kaepa USA, Inc. will exercise its right to make its own decisions regarding the Kaepa USA, Inc. Authorized Retailer Program, supplemental marketing materials, point-of-purchase displays, product allocation, new product availability, or future promotional, joint marketing, or sponsorship programs.

The MAP Policy applies to advertised prices, not the price at which MAP products are actually sold or offered for sale to an individual instore or over the telephone.

Policy

This MAP policy applies to all Retailers selling Kaepa USA, Inc. Products in the U.S.A. (The "Dealer(s)"). While Kaepa Dealers retain complete discretion as to pricing practices, Dealer advertisements must comply with the following:

- The "Posted Price" in Dealer advertisements must be equal to or higher than the MAP for the specific product styles enforced. Kaepa USA, Inc. reserves the right to amend, terminate or otherwise modify this MAP Policy or the Price List at any time upon notice to Dealer.
- Dealers who advertise a price below Kaepa USA, Inc. MAP Price through any means are in violation of Kaepa USA, Inc. MAP Policy.
- Advertisements subject to Kaepa USA, Inc. MAP Policy include any advertisement displaying a "Posted Price" to a Purchaser by any means, including but not limited to: (a) catalogs, mailers, emails, flyers, newspapers, handouts, brochures, sale publications and newsletters, (b) advertisements or coupons offering percentage discounts off the MAP price of Kaepa USA, Inc. Products, (c) websites, radio or television advertisements.
- Advertised discounts or coupons do not constitute a violation of Kaepa USA, Inc. MAP Policy if: (a) the price of the Kaepa USA, Inc. Product, minus the advertised or distributed discount, is not less than the MAP Price, or (b) the advertisement or coupon contains an asterisk stating that the discount is "Not applicable to products subject to manufacturer-imposed advertising restrictions," thereby making the offer inapplicable to Kaepa USA, Inc. MAP Products.
- For the avoidance of doubt, the MAP price is an Authorized Dealer's advertised price before all taxes, shipping, delivery, handling, and insurance charges paid by the Authorized Dealer's customer.
- An advertisement where no pricing is shown or "Call for Price" is shown is considered to be in compliance with Kaepa USA, Inc. MAP Policy.
- Advertisements showing Kaepa USA, Inc. MAP Products bundled or sold together may not be advertised at less than the combined MAP of the component products.
- Advertisements showing Kaepa USA, Inc. MAP Products bundled or sold together with any other products must be submitted in advance for approval by Kaepa USA, Inc. Sales Director.
- This unilateral Kaepa USA, Inc. MAP Policy takes effect immediately for all MAP Products and is subject to change at the sole discretion of Kaepa USA, Inc.
- Kaepa USA, Inc. may from time to time announce promotional periods during which the MAP policy does not apply to certain styles.

Enforcement

Kaepa USA, Inc. at its sole discretion, reserves the right to unilaterally choose to impose one of the following actions for any violation of this MAP Policy, without consultation with the non-complying Dealer or others. The actions may include:

- Cancellation of all unfilled orders to that Dealer for all products listed on this MAP Policy.
- Refusal to take orders or re-orders for all MAP Products (and/or their replacements) indefinitely.
- Indefinite termination or suspension of all future shipments.
- Removal from the Authorized Dealer listing on the Kaepa website.
- Permanent termination of the Authorized Dealer business relationship. Adherence to this Policy will be closely monitored.

No employee, Sales representative, Dealer, Authorized Retailer, Distributor or Reseller of Kaepa USA, Inc. is authorized to discuss any complaint or violation of this Policy. No employee or Sales representative of Kaepa USA, Inc. is authorized to discuss, amend, interpret or modify this Policy.

Any questions concerning Kaepa USA, Inc. MINIMUM ADVERTISED PRICE POLICY must be made in writing and directed to Kaepa USA, via email to customerservice@kaepa.com.

This Agreement applies solely to the non-exclusive distribution of Kaepa's cheer footwear and related cheer products ("Cheer Only"). Retailer is not authorized to market, advertise, or sell Kaepa's lifestyle or other product categories under this Agreement. A separate agreement is required for any other category of Kaepa products, including lifestyle footwear.

1. Purchaser agrees to be bound by and comply with all terms and conditions of this Order for KAEPA USA Products ("Products"), including any supplements there to, and all specifications and other documents referred to in this Order. ANY ATTEMPTED ACKNOWLEDGEMENT OF THIS ORDER OR ANY ORDER OF PRODUCTS CONTAINING TERMS AND CONDITIONS INCONSISTENT WITH OR IN ADDITION TO THESE TERMS AND CONDITIONS IS NOT BINDING UPON KAEPA USA (HEREINAFTER REFERRED TO AS "KAEPA USA") UNLESS SPECIFICALLY ACCEPTED BY KAEPA USA IN WRITING, AND KAEPA USA HEREBY OBJECTS THERETO.

2. Each order placed by Purchaser and accepted by Kaepa USA shall be considered an independent transaction, and payment therefore shall be due accordingly. Should Kaepa USA, in its sole discretion, at any time is unsatisfied with Purchaser's financial responsibility, or feels it needs further assurance that Purchaser will pay for outstanding orders, Kaepa USA shall be entitled to require Purchaser to pay for its orders on a cash-in-advance basis. If Purchaser is in default under any agreement with Kaepa USA or fails to comply with any written rule or policy of Kaepa USA, Kaepa USA shall have the right, without prejudice to any other legal remedy. Purchaser taking delivery of any product or payment of any invoices shall be conclusive evidence of such assent.

3. LIMITATION OF DAMAGES: Any claims or relief shall be limited to direct damages which at the date of the order could be reasonably foreseen as a natural consequent of such circumstance/; the total liability of KAEPA USA, including its subcontractors or suppliers, on any and all claims shall not exceed the invoice price of the Products which gives rise to the claim; except as to title indemnity, any such liability shall terminate upon the expiration of the warranty period specified in Section 7; and in no event shall KAEPA USA or its subcontractors or suppliers be liable for any special, consequential, incidental, indirect or exemplary damages, including but not limited to, loss of profit or revenues, loss of use of or increased expenses of operation of the Products or any associated equipment, impairment of other goods, cost of capital or modifications to or substitutions for the Products, facilities or services, downtime costs or other increased expense of operation, or claims of the Purchaser's Purchasers due to added costs or losses, service interruption or failure of supply.

4. APPLICABLE LAW: This transaction or any order of Products and all its terms shall be construed in accordance with and all disputes shall be governed by the laws of the State of Texas, U.S.A., excluding its choice of law rules and specifically including the provisions of the Uniform Commercial Code, as adopted by that state.

5. EXCHANGE OF CREDIT INFORMATION: KAEPA USA's Credit Department does contact other vendors to both give and receive credit information on Purchasers.

6. SEVERABILITY: If in any jurisdiction, any provision of this Order or its application to any party or circumstance is restricted, prohibited or unenforceable such provision shall, as to such jurisdiction, be effective only to the extent of such restriction, prohibition or unenforceability without validating the remaining provisions hereof and without affecting the validity of enforceability of such provision in any jurisdiction or its application to other parties or circumstances.

7. ASSIGNMENT: Assignment of this Order or any interest therein or any payment due or to become due hereunder, without the written consent of KAEPA USA shall be void.

8. WAIVER: No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver of renunciation of the claim or right unless the waive or renunciation is supported by consideration and is in writing signed by the aggrieved party. The failure of KAEPA USA to enforce at any time or for any period of time any of the provisions hereof shall not be construed to be a waiver of such provisions nor the right of KAEPA USA thereafter to enforce such provision.

9. ENTIRE AGREEMENT: This Order with such documents as is expressly incorporated herein by reference is intended by the parties as a final expression of their agreement with respect to such terms as are included herein and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to determining the meaning of this Order.

GENERAL TERMS:

1. PRICES: Prices are subject to change without notice. Prices quoted are for standard bulk shipment. Additional charges will be quoted for special handling (i.e. special labelling, size-run packaging, etc.) KAEPA USA prices do not include sales, use, excise or similar taxes and in addition to such prices, the amount of any present or future excise or similar taxes applicable to the sales or use of the product described herein shall be paid by the Purchaser, or in lieu thereof the Purchaser shall provide KAEPA USA with a "Tax Exemption Certificate" acceptable to the applicable Taxing Authority.

2. **MINIMUM ORDER:** All orders must total no less than \$125.00 or a \$15.00 handling fee will be charged. As defined in the dealer programs, authorized exceptions to the minimum order amount may be made at the sole discretion of KAEPA USA.

3. **SHIPPING:** All orders are shipped FOB Dallas, Texas. Title and risk of loss transfer to the dealer upon carrier pickup. Once a shipment has been picked up by the freight company, Kaepa USA assumes no responsibility for loss, damage, delay, or any issues arising during transit, regardless of cause. Any claims for loss or damage in transit must be made directly with the carrier.

Kaepa USA will make every reasonable effort to ship orders on the requested shipping dates; however, Kaepa USA shall not be held liable for any delay, non-delivery, or resulting damages beyond its control. All shipments are subject to applicable shipping and handling charges, including a \$5.00 drop ship handling charge per address.

PAYMENT AND CREDIT TERMS: A credit application is required for qualification of any amount of net days. All orders are subject to approval by Kaepa USA. **LATE CHARGE/INTEREST/COLLECTION FEES:** Interest at the lower rate of 18% per annum (compounded daily) or the maximum interest rate allowed by law shall be charged from the date of the invoice on all amounts past due. No discounts will be allowed to Purchasers having overdue invoices or unpaid amounts. The Purchaser agrees to pay all expenses and costs of collection of unpaid accounts due to KAEPA USA including without limitation all court costs, attorney's fees, paralegal fees, and other collection expenses and costs. All payments to be made by the Purchaser to KAEPA USA pursuant to this Order represent net amounts KAEPA USA is entitled to receive and shall not be subject to any deductions for any reason whatsoever. Unless otherwise indicated, all amounts are stated in United States currency. All returned checks will be assessed a \$50.00 service charge. Credit memos issued for manufacture damages, manufacture defects and/or return to stock merchandise shall not be redeemable for cash. All credit memos expire 1 year from date of issue.

RETURNS, SHORTAGES, AND CANCELLATIONS:

1. **SHORTAGES/DISCREPANCIES:** All claims for shortages, discrepancies, and irregularities in terms, discounts or conditions of sale must be made within 10 days of the date of shipment. Failure to report such claims will constitute complete customer acceptance of the order as shipped and invoiced.

2. **DEFECTIVE RETURNS:** All products are guaranteed against defects in materials and workmanship under normal use for a period of 60 days from purchase date. Although Kaepa USA uses superior dyes in its products, some variation due to dye lot variance may occur. All products should be inspected by the Purchaser prior to decorating. Products that are decorated cannot be returned. Purchaser acknowledges that the foregoing warranty is in lieu of all other warranties, express or implied, including but not limited to, warranties of merchantability or fitness for a particular purpose. Credit or exchange will be issued at net price upon receipt of returned product and confirmation of claimed defect. No returns will be accepted without a return authorization number issued by Kaepa USA and appearing on the exterior of returned carton. Credit memos issued for defectives may be applied for exchange and/or purchase of an item of equal or less value and shall not be redeemable for cash. All credit memos expire 1 year from date of issue.

3. **CANCELLATIONS:** All cancellations and/or modifications to orders require written notice at least 30 days prior to the original shipment date. Cancellations and/or modifications greater than 10% of order will result in a 15% processing fee. Authorized exceptions may be made at the sole discretion of KAEPA USA. Cancellations and modifications to orders made within 30 days of original shipment date will incur a 15% processing fee.

Note: It is the policy of Kaepa USA to sell its products to retail establishments for resale in the USA and Canada to the ultimate consumers of those products. Sales will not knowingly be made to nor solicited from any source other than as described above.

This Kaepa USA, Domestic E-Business Agreement (the "Agreement") supplements, amends, and is deemed incorporated into the currently effective Kaepa USA, Inc. Terms and Conditions (the "Terms") between you ("Retailer," "you," "your") and Kaepa USA, Inc. ("Kaepa"). The "Agreement Effective Date" is the date that Kaepa signed this Agreement. Except as supplemented or amended pursuant to the terms and conditions in this Agreement, the Terms remain unchanged and in full force and effect as written.

The Terms prohibit the sale of Kaepa USA Products (the "Products") online on any website (including any online marketplace site) without Kaepa's prior written approval. Execution by Kaepa of this Agreement constitutes Kaepa's approval, and the various provisions in the Terms pertaining to such prohibition are deemed amended in order to effectuate such approval. Subject to and to the extent provided by the terms and conditions herein, you may market for sale and sell Products solely and exclusively at the website(s) identified as approved by Kaepa in the below section (hereinafter, the "Website"). You are prohibited from marketing for sale and/or selling products on any other website.

1. Retailer is solely responsible for the functionality, display, and accuracy of the information represented on the Website. Retailer will ensure that the Website is in full compliance with this Agreement and hereby makes the following representations and warranties:

The Website does not violate the laws, statutes, or regulations of any jurisdiction.

The Website does not violate the rights of any third parties in any jurisdiction, including without limitation, copyright, trademark, trade secret, patent, privacy, or publicity rights.

The Website does not include any material which is harmful, pornographic, abusive, hateful, obscene, threatening, or defamatory, or which encourages illegal activities or racism or promotes software or services which deliver unsolicited mail, nor contain links to such websites through a direct link.

Retailer owns and/or controls the URL of the Website.

For the avoidance of any doubt, Retailer will not sell Products through any third-party website or marketplace (including but not limited to www.amazon.com, www.ebay.com, www.costco.com, www.walmart.com, and similar such websites or marketplaces now or hereafter existing or created) without the prior written consent of Kaepa. In all operations of the Website, Retailer will be in and maintain compliance with applicable Payment Card Industry Data Security Standards and will be certified as compliant at the appropriate level.

2. Retailer will not register, own or use (or assist any third party in registering, owning, or using) any domain name that contains any of Kaepa's registered trademarks. Retailer's Website must be confined to the specific approved domain name listed below. Retailer may not use any Kaepa trademarks, nor any misspellings of any Kaepa trademarks, in the construction of your domain name, including top-level domains and sub-domains, for any part of Retailer's Website.

3. You may not sell online anonymously. The full name, address, and telephone contact of your business should be clearly indicated at your website. Your website must not give the appearance that it is part of, operated by, or endorsed by Kaepa. Furthermore, your Website shall not make any statements or promises on behalf of Kaepa.

4. Kaepa may terminate its approval for you to market and sell Products at your Website, and you must cease all such marketing and sales immediately upon receiving notice of such termination.

5. Retailer must manage its business and inventory independently and promote specific items as deemed appropriate. Retailer will not utilize any third-party fulfillment services unless separately authorized in writing by Kaepa. Retailer shall not use any third-party services to store inventory or fulfill orders for the Products. Under no circumstances shall Retailer fulfill orders in any way that results in the shipped Product coming from stock other than Retailer's or an authorized Drop Ship arrangement direct from Kaepa.

6. In the operation of your (Retailer's) Website, you acknowledge and agree that you are responsible for all rights and obligations applicable to you and your individual end users/customers in a privacy policy and any terms of use, terms of sale, other agreements or the like applicable to your website or your sale of Products.

7. In your sales of Products from your Website, you acknowledge and agree that you are responsible for all fulfillment of orders to your individual customers, any applicable taxes associated with such individuals' purchases of Products, and any returns of Products. Returns of Products by Retailer to Kaepa will be managed in accordance with Kaepa's Terms and Conditions.

8. You may not ship any Products to customers outside the United States of America or its territories. Accordingly, you will prominently display at your website a statement similar to the following: We ship Kaepa Brand's products only to customers within the United States of America and its territories.

9. Kaepa grants Retailer a limited, non-exclusive, non-transferable license to display on the Website, subject to Kaepa's approval, certain Kaepa trademarks and related logos, tag lines, text, graphics, logos, icons, and images ("Kaepa Content") solely for purposes of performing marketing under this Agreement at your Website. Upon reasonable request, Kaepa will provide Retailer with the necessary graphical representations and use explanations regarding the Kaepa Content. Retailer acquires no right or interest in the Kaepa Content except as a licensed user.

The license granted through this Agreement does not in any way limit Kaepa's right to use any of the Kaepa Content online or elsewhere. Kaepa reserves all other rights in and to the licensed subject matter and Retailer acquires no right, title, or interest therein by Kaepa USA, Inc. virtue of its use thereof. Kaepa reserves the right to review any use or intended use of the Kaepa Content at any time, without limitation. All goodwill arising from Retailer's use of Kaepa Content shall inure solely to the benefit of Kaepa.

10. This license further includes a limited copyright license to use the Kaepa USA Product descriptions, photographs, and graphic content ("Copyrighted Material") taken from the Kaepa Brand website(s). This license does not include the grant of any right to copy or otherwise use product descriptions or other content appearing on other retailer websites. All intellectual property rights to Kaepa Content are the property of Kaepa or its third-party licensors. As a condition to the license granted herein, Retailer agrees that it will not copy, use, create derivative works from, publicly display, edit, modify, or distribute the Kaepa Content in any way, except pursuant to the limited website use licensed herein. This license does not include the right to use Kaepa Content within or as a domain name address regardless of whether the Kaepa Content is used in whole, in part, or in conjunction with other terms. Kaepa reserves all other rights in and to the licensed subject matter and Retailer acquires no right, title, or interest therein by virtue of its use thereof.

11. In your marketing and descriptions on your Website, all Product images and descriptions must be kept up to date. You must remove outdated Product images and descriptions and must not advertise Products you do not hold in inventory.

12. Retailer must not suggest or imply that the Website, advertisement, sponsored link, or any other online marketing used or paid for by Retailer is in any way related to the official Kaepa website owned and operated by Kaepa. Examples of prohibited phrases: Terms such as "Official Kaepa Headquarters", "Kaepa footwear and apparel home", "Official Kaepa Store", and "Kaepa USA Official Store" are always prohibited.

13. Retailer must not use superlatives to describe the quantity of Kaepa's inventory, the pricing of Products, or the Kaepa online shopping experience on any website, in any advertisement, sponsored link, or any other online marketing being used, paid for, or associated with Retailer. Examples of prohibited phrases such as "largest available online offering of Kaepa footwear", "lowest prices on Kaepa products", or "best Kaepa footwear website" are prohibited.

14. Retailer must accurately describe Products using the Trademarks. The Trademarks must always be followed by the generic words for the Product, such as "Kaepa products". The Trademarks must always be displayed in a way that distinguishes them from other surrounding words, e.g., by appearing in initial caps or full caps, such as Kaepa USA or KAEPA USA and in conjunction with the® or TM designation as directed by Kaepa.

15. Retailer will not bid on or purchase any AdWords, keywords, or any other internet advertising search term consisting solely of Kaepa, Kaepa footwear, Kaepa USA, Kaepa cheerleading, Kaepa cheer, Kaepa vendor, Kaepa volleyball, Kaepa classics, Kaepa lifestyle, or any of the Trademarks. For the avoidance of doubt, nothing in the foregoing shall prohibit Retailer from bidding on or purchasing AdWords, keywords, or other internet advertising search terms containing a term identified in the preceding sentence where such term is coupled with a specific product name of a SKU that the Retailer has purchased and is holding in their owned inventory with the intent of selling to an end consumer (e.g., "Kaepa Catalyst"); provided that in no event may Retailer bid on or purchase any of the Trademarks, whether on its own or in conjunction with any other word(s), for first position. Retailer further will not register or use any social media account name or username which includes any of the Trademarks.

16. Retailer will not use the following words and phrases in association with in-line Products in any online advertising or Online Retailer's domain name: "blow out", "cheap", "deal", "discount(-ed)", "discounter", "closeout", "savings", "markdown", "clearance", "for less", "best price", "buy one, get one", "lowest price", "lower price", "unbeatable price", "bargain", "under \$XX", "below \$XX", "budget price", "steal", "reduction", "reduce(-d)", "price slash", "slashed prices", "price-cut", "decreased price" and "blowout." These terms may only be associated with products discontinued by Kaepa providing such advertising clearly identifies the Product as "discontinued."

17. Page title/title tag refers to the text used to name or entitle a web page. A page title/title tag can be viewed by looking at the top of the browser window for the page in question. Only the Trademarks may be used in the page title/title tag of any website page used or owned by Retailer to sell Products and such use is limited to once per page title/title tag. Such use must accurately describe Retailer's sale of Products and comply with the terms herein. No variation, misspellings, prefixes, suffixes, or hyphenated extensions of the Trademarks are allowed. Other words may be used in conjunction with the Trademarks in the page title/title tag so long as such words do not violate any other provision of this Addendum. Examples: A title such as "Kaepa products at Joe's Shop" is allowed; a title such as "Best Prices on Kaepa products at Joe's Headquarters" is prohibited.

18. Kaepa shall have the sole, complete, and final discretion to decide whether the content of a particular website, sponsored link, or online marketing violates this Agreement, or whether the Retailer has otherwise not complied with the Agreement. Any violation of this Agreement as determined by Kaepa in its sole, complete, and final discretion may, in Kaepa's sole, complete, and final discretion, result in the suspension or termination of Retailer's authority to use the Trademarks, to display the Authorized Images on its Website or to sell Products via the Internet.

19. On termination of your Retailer Account, you must immediately cease all marketing and sales of Products at your Website and your authorization to use Kaepa Content and Copyright Material as set forth in paragraphs 9 and 10 is revoked.

20. Kaepa may modify this Agreement at any time with written notice to Retailer. If Retailer elects to continue offering for sale and selling the Products through the Website after actual or constructive receipt of such notice, Retailer will be deemed to have accepted such modifications and the same shall thereupon become part of this Agreement. Retailer will be deemed to have constructive notice of such changes 30 days after the same are posted to Kaepa's website. Retailer must provide an email address ("Service Email Address") which will be used to notify Retailer of any changes to this Agreement.

21. Retailer's URL(s) where Kaepa products will be listed and/or sold:

1. _____

2. _____

The parties have caused this Agreement to be executed in their respective names by their duly authorized representatives.

Kaepa USA, Inc

By: _____

Name: _____

Title: _____

Signature Date: _____

Authorized Retailer

By: _____

Name: _____

Title: _____

Signature Date: _____

Consumer - Find a Retailer Registration **Authorized Dealer**

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Store Name / DBA					
Street Address / Location					
City		State		Zip Code	
Consumer Sales Phone #			Email		

Store Name / DBA					
Street Address / Location					
City		State		Zip Code	
Consumer Sales Phone #			Email		

Store Name / DBA					
Street Address / Location					
City		State		Zip Code	
Consumer Sales Phone #			Email		

Shop Online

Dedicated Kaepa USA Product Landing Page Required

Online Store Name / DBA	
Kaepa Landing Page / Site URL	

Distribution / Export (list all countries)	
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Phone: 972.296.7300 or 800.880.9200
Fax: 972.296.7319

Invoice To:		Ship To:		Customer PO#	
Address:		Address:		Order Date	
City, State, Zip		City, State, Zip		Buyer Name	
Phone :		Phone :		Requested Ship Date	
Fax :		Fax :		Discount / Dating	
Special Instructions:		Shipping Instructions:		All Orders Subject to Kaepa USA, Inc.: *Sales Program *Terms and Conditions *Minimum Advertised Price Policy *Internet Sales Addendum	
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