

Rep Group: _____ Customer Channel: _____
Sales Rep: _____ Customer Category: _____

Date: _____

CJ PRODUCTS, Inc. NEW ACCOUNT APPLICATION FORM

BUSINESS NAME: _____
(Please print clearly)

CONTACT NAME: _____

TELEPHONE: _____ CELL PHONE: _____

EMAIL: _____ FAX: _____

BILLING ADDRESS:

STREET: _____

CITY: _____ STATE: _____ ZIP: _____

SHIPPING ADDRESS:

STREET: _____

CITY: _____ STATE: _____ ZIP: _____

WE MUST RECEIVE THE FOLLOWING BEFORE SHIPPING ANY ORDERS:

- TAX ID #: _____ + Plus copy CA Resale Certificate (if applicable)
- DUNS # _____ (if applicable)

NO ONLINE SALES _____ check here if you **do not** sell online.

ONLINE SALES _____ check here if you **do** sell online. *(By establishing account, you agree to CJ Products Internet Sales Policy)*

REORDERS: Sales Rep Accounts: Please remit all orders to your sales rep. Sales rep orders will only be accepted from sales rep.

ALL UNAUTHORIZED RETURNED ORDERS ARE SUBJECT TO A 10% RESTOCKING FEE PLUS FREIGHT CHARGES

CREDIT TERMS (Available only for orders over \$500): If applying for Net 30 Terms please email the attached Credit Application to ordermanagement@MyPillowPets.com.

Name as it appears on CC: _____

Circle type of card: Visa MasterCard AMEX Discover

Credit Card #: _____ Exp.: _____

Security Code: _____ Billing Zip Code: _____

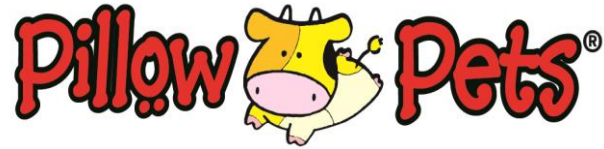
Signature to authorize credit card payments: _____

By signing below, I agree to the terms and conditions outlined in the CJ Products, Inc. Authorized Dealer Agreement and in the CJ Products, Inc. Internet Sales Policy

(Signature)

(Date)

(Printed Name and Title)



CJ Products, Inc.
New Customer Channel & Type List

Primary

Customer Channel: (Choose One)

01-Mass
02-Regional Chain
04-Club
05-Department Store
06-Specialty
09-Closeout
10-Internet
11-Television
12-Drug
13-Grocery
14-Farm & Fleet
50-Pillow Pets
60-Marketing
70-Canada
71-INTL-Other
99-Distributor

Secondary

Customer Type: (Choose One)

Airport
Amusement Park
Baby
Bookstore
Card/Gift/Hallmark
Casino
Catalog
Charity
Christian
Craft
Drug
Farm & Fleet
Florist
Grocery
Hardware
Hospital
Hotel
Internet
Learning
Marketing
Military
Museum
Nature
Other(Specify)
School
Specialty
Toy
Zoo

CJ PRODUCTS, Inc. INTERNET SALES POLICY

CJ Products, Inc. is a strong supporter of specialty retail and places high value on the relationships we have developed over the years. In an effort to maintain the integrity of CJ Products' brand, we are actively managing how our brand is represented and sold on the internet according to the following Internet Sales Policy.

Notice of Redistribution Policy

Redistribution of CJ Products items is strictly prohibited. Products purchased by dealers for sale directly to consumers from sources other than CJ Products will be considered as infringements on the intellectual property rights of CJ Products. CJ Products will work to have infringing product removed from the marketplace where it is being sold. Unauthorized distribution includes but is not limited to items purchased from distributors, closeout companies, retail / retail outlets, and wholesale clubs.

Notice of Restriction of Sales on 3rd Party Marketplaces

Effective 8/1/2017 we are designating all 3rd party marketplaces including but not limited to Amazon.com, eBay.com, Jet.com, Sears.com, WalMart.com, Target.com, ToysRUs.com, etc. as **restricted to authorized sellers**.

Authorized sellers for each marketplace have been selected and notified via an "Authorized Seller" letter. At this time **no additional sellers** are being added to those who have been notified. If you would like to be considered as an authorized seller in a 3rd party marketplace in the future, please email ordermanagement@MyPillowPets.com with details on the marketplace where you'd like to be authorized and the specific capabilities you have to develop and grow our brand in that marketplace.

Notice to Current Amazon FBA and FBM Sellers

If you participate in the Fulfilled By Amazon program, we ask that you maintain your listings at suggested retail price until you are sold out and that you not restock these FBA listings. Note: we are monitoring quantity levels of existing Amazon FBA sellers.

Fulfilled by Merchant sellers need to remove their listings of CJ Products' items effective immediately.

Notice regarding Sales on Your Own Website

CJ Products remains committed to helping retail partners succeed in their direct sales channels, whether online or brick and mortar. All online sales through your own destination websites are subject to the following expectations:

1. Retailer may only sell or advertise CJ Products items on their destination sites after agreeing to the terms of the this Internet Sales Policy Agreement, signing, and returning it to CJ Products.
2. Retailer may sell CJ Products items only on their own domain unless explicitly authorized to sell on other domains.
3. Retailer must advertise CJ Products items at Suggested Retail Price to maintain brand integrity. Exceptions to this advertising policy may be granted by CJ Products on a case by case basis to accommodate time and marketplace limited marketing efforts.

Should you disregard this notice, your account will be subject to termination.

I have read and agree to abide by this policy.

Name: _____ Phone: _____

Title: _____ email: _____

Date: _____

Retailer Destination Domain(s): _____

Amazon Selling Name(s): _____

eBay Selling Name(s): _____

Jet Selling Name(s): _____

Walmart Selling Name(s): _____

CJ PRODUCTS, Inc. AUTHORIZED DEALER AGREEMENT

This Agreement is made this between CJ Products, Inc., a California limited liability company ("CJ"), and all dealers completing a NEW ACCOUNT APPLICATION FORM, or applying for a dealer account via any other method.

RECITALS: CJ designs, manufactures, and/or markets products upon which the trademarks "My Pillow Pets," "Pillow Pets," or any other trademarks now or hereafter owned and/or controlled by CJ appear ("Products").

AGREEMENT

1. RESTRICTIONS

- 1.1 Online sales must be pre-approved.
- 1.2 Sales at any locations other than approved locations, or to persons or entities located outside of the United States or who are likely to engage in transshipping or re-wholesaling, are expressly prohibited unless approved in writing by CJ, which approval may be withheld at CJ's sole discretion.

2. DEALER OBLIGATIONS

- 2.1 Dealer will pay for Products pursuant to the terms agreed by the parties. Dealer must pay for all orders prior to shipment, unless extended credit terms. If CJ extends credit terms to Dealer, Dealer will timely pay the entire amount of CJ's invoice according to such terms. If Dealer fails to pay invoice when due, Dealer will pay interest on any delinquent unpaid balance at one and one-half percent (1-1/2%) per month simple interest.
- 2.2 Dealer will not alter or remove from any Products any labels, informational tags, hang tags, or other informative or identifying material attached to and/or shipped with the Products.

3. **CJ's OBLIGATIONS:** If CJ is unable to fill any accepted order within a reasonable time after delivery was promised, Dealer's sole remedy will be to cancel the order upon written notice to CJ, which notice must be received by CJ prior to shipment of the Products that are the subject of the order.

4. **PRICES:** CJ will sell Products to Dealer at the prices set forth in its then current Dealer price schedule. All prices are FOB California. CJ reserves the right to change such prices at any time and from time to time without notice. Orders confirmed before any price change will be honored at the confirmed price.

5. ORDERS

- 5.1 Purchase Orders: Nothing in this Agreement is intended to create any duty on the part of CJ to accept any order, it being expressly understood that the acceptance or rejection of any order is at the sole discretion of CJ. CJ reserves the right, in its sole discretion, to cancel any order if: (a) CJ determines that it has not received enough pre-booked orders to warrant manufacturing an item; (b) Dealer has not complied with all of the terms of this Agreement, including, but not limited to, the timely payment of CJ's invoices; (c) CJ has reason to question Dealer's creditworthiness; or (d) in CJ's opinion, the size of Dealer's order does not appear to be consistent with Dealer's capacity to re-sell to Retail Consumers.
- 5.2 Terms of Purchase: PRE-BOOKED ORDERS CANNOT BE CANCELLED UNDER ANY CIRCUMSTANCES.

6. SHIPMENT

- 6.1 Dealer is responsible for all shipping charges and insuring the goods. CJ may, in its sole discretion, prepay the cost of shipping and insurance and add such costs to Dealer's invoice for reimbursement by Dealer. Upon delivery of the Products to a common carrier for delivery to Dealer, such common carrier will be deemed to be the agent of Dealer.
- 6.2 CJ may, in its sole discretion, make partial shipments of any orders. Dealer will pay for such partial shipment in accordance with the standard payment terms agreed by the parties.

7. **RETURNS:** CJ will not accept returns of any Products unless such Products contain a manufacturing defect, and then only if CJ has authorized such return in writing. Dealer must notify CJ of such manufacturing defect within thirty (30) days after Dealer's receipt of the Products. No returns will be accepted unless accompanied by CJ's original invoice number and a return authorization number provided by CJ's Returns Department.

8. **INTELLECTUAL PROPERTY RIGHTS:** Dealer acknowledges and agrees that CJ is the exclusive owner of various trademarks, logos, and copyrights ("Intellectual Property"), and that Dealer will not acquire any right or interest in or to any good will or the Intellectual Property other than as set forth in this Agreement. Dealer will not use any of the Intellectual Property in a disparaging manner or in any manner that would tend to mislead the public or place such Intellectual Property in a false light.

CJ Products, Inc.
CREDIT APPLICATION FOR A BUSINESS ACCOUNT
*****AVAILABLE ONLY FOR ORDERS OVER \$500*****

BUSINESS CONTACT INFORMATION

Title		Date business commenced	
Company name		<input type="checkbox"/> Sole proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Other	
Phone Fax			
E-mail			
Registered company address City, State ZIP Code			

BUSINESS AND CREDIT INFORMATION

City, State ZIP Code		Bank name:	
How long at current address?		Primary business address City, State ZIP Code	
Phone		Phone	
Fax		Account number	
E-mail		Type of account	<input type="checkbox"/> Savings <input type="checkbox"/> Checking <input type="checkbox"/> Other

BUSINESS/TRADE REFERENCES

Company name		Phone	
Address		Fax	
City, State ZIP Code		E-mail	
Type of account		Other	
Company name		Phone	
Address		Fax	
City, State ZIP Code		E-mail	
Type of account		Other	
Company name		Phone	
Address		Fax	
City, State ZIP Code		E-mail	
Type of account	<input type="checkbox"/> Savings <input type="checkbox"/> Checking <input type="checkbox"/> Other	Other	

AGREEMENT

All invoices are to be paid 30 days from the date of the invoice.

Claims arising from invoices must be made within ten business days.

By submitting this application, you authorize CJ Products, Inc. to make inquiries into the banking and business/trade references that you have supplied.

SIGNATURES

Signature		Signature	
Name and Title		Name and Title	
Date		Date	