

4. CREDIT INFORMATION

Tax Returns and/or financial statements may be required for consideration of extended terms other than cash on delivery.

BUSINESS REFERENCES-NO PERSONAL, CHARACTER OR PRE-PAY REFERENCES, PLEASE.

| Company Name | Address | Telephone # () | Account # |
|--------------|---------|--------------------|-----------|
| | | () | |
| | | () | |
| | | () | |
| | | () | |

BANK REFERENCES

| Bank | Branch Address | Telephone # () | Account # | Account Type |
|------|----------------|--------------------|-----------|---|
| | | () | | <input type="checkbox"/> Business or <input type="checkbox"/> Personal <input type="checkbox"/> Savings or <input type="checkbox"/> Checking |
| | | () | | <input type="checkbox"/> Business or <input type="checkbox"/> Personal <input type="checkbox"/> Savings or <input type="checkbox"/> Checking |

LEASE REFERENCE

| Landlord | Street Address | City, State/Province, Zip | Telephone # () |
|----------|----------------|---------------------------|--------------------|
| | | | () |

PERSONAL REFERENCE

| Name | Street Address | City, State/Province, Zip | Telephone # () |
|------|----------------|---------------------------|--------------------|
| | | | () |

5. REQUIRED ATTACHMENTS

Legible photocopies of the following are required with each Application (a self-addressed envelope has been enclosed for your convenience):

- Some form of photo identification (such as a Driver's License) for each owner listed in Section 3**
- Your State Sales Tax License**
- Your Business License**

PLEASE NOTE: Faxing your Application and Required Attachments to (410) 560-0721 will expedite processing, but originals should still be mailed to:
Diamond Comic Distributors, Inc. • 1966 Greenspring Drive, Suite 300 • Timonium, MD 21093.

6. APPLICANT AGREEMENT / BLANKET CERTIFICATE OF RESALE

All who appear in Section 3 "Owner Information" must also appear below.

This is to certify that I am licensed to do business in the State/Province/Country of _____, and that all material, merchandise, and/or goods purchased by the undersigned from Diamond Comic Distributors, Inc. or its Alliance Game Distributors division after _____ is purchased for the purpose of resale as tangible personal property. This certificate shall be considered a part of each order which we shall place. DATE

| | | | |
|------------------|--|---------|-----|
| Purchaser's Name | Purchaser's Sales Tax Registration No. | | |
| Street Address | | | |
| City | State/Province | Country | Zip |

I attest that I am of legal adult age and am authorized to conduct business on behalf of the Applicant. My signature below authorizes you to conduct any business/personal investigation necessary in order to establish and maintain an account with the companies either specifically named, or referred to, below. I hereby certify that the information provided herein for the purpose of opening an account with your companies is true and correct. My signature also indicates that I have read, fully understand, and expressly acknowledge and agree to be bound by the Terms of Sale of Diamond Comic Distributors, Inc. and its Alliance Game Distributors division (and those Terms of Sale furnished on behalf of the other suppliers for which Diamond is a Sales Agent), and that I have retained true & exact copies of these Terms of Sale for my records. I understand that I also may obtain Terms of Sale from any Diamond or Alliance Customer Service Representative. Further, I expressly extend my unconditional Personal Guaranty to Diamond Comic Distributors, Inc. and its Alliance Game Distributors division for all debts incurred. I also understand that orders cannot be cancelled or reduced, and that product is purchased on a strictly non-returnable basis. I also acknowledge that Diamond Comic Distributors, Inc. and its Alliance Game Distributors division may use, and disclose to any person or entity, the information submitted herewith, for any legitimate business purpose. I consent that faxes of this application and faxes of my signature will be considered originals.

| | | |
|--------------------------|--|------|
| Applicant's Printed Name | Applicant's Signature (Do Not Use Title) | Date |
| Applicant's Printed Name | Applicant's Signature (Do Not Use Title) | Date |
| Applicant's Printed Name | Applicant's Signature (Do Not Use Title) | Date |



If you have any questions, please call our New Accounts Department at (800) 452-6642 (or (410) 560-7100 from outside the U.S. and Canada.) Thank You!



ALLIANCE GAME DISTRIBUTORS

Terms of Sale

Effective April 2011

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Opening An Account

While initial orders will be processed on a C.O.D. basis, anyone ("Customer") interested in ordering from Alliance Game Distributors ("Alliance") must return a completed Account Application (along with copies of a Resale Certificate, Business License, and a Driver's License or other photo I.D.) to Alliance's Home Office.

Eligibility

By placing an order with Alliance, the customer attests that he/she is of legal adult age and is legally authorized to open an account with Alliance and to purchase the items which the customer is ordering.

Alliance does not sell directly to hobbyists. Orders will not be accepted unless the customer is engaged in a legitimate business activity dealing with product lines carried by Alliance and is purchasing products from Alliance strictly for resale. Proof of such activity may be required for each order form submitted.

Ordering Deadlines/Shipping

Orders placed prior to 4:00 P.M. (local warehouse time) will usually be shipped same day, while orders placed after 4:00 P.M. (local warehouse time) will usually be shipped next business day. Please consult with your Alliance Sales Representative for current freight policies and rates.

Payment Terms/Credit Guidelines

All new customers will be notified in writing of their payment terms and credit guidelines by Alliance's Credit Department.

Customer credit guidelines are reviewed on a case by case basis. Financial information as shown on Account Applications and other information are considered; however, decisions are made at Alliance's sole and absolute discretion. If an existing customer exceeds their established credit guidelines, immediate cash payment may be required to reduce the account balance. Alliance reserves the right to suspend the shipping of product if an account balance exceeds the established customer credit guideline.

Unless written authorization is granted, all domestic orders are shipped cash on delivery, and all international orders must be prepaid in full. Notwithstanding the foregoing, in some instances prepayment of domestic orders may also be required.

COD customers receiving their shipments via UPS will have a COD tag attached to each box for a period of at least 3 months, or until a change in terms has been authorized by Alliance.

Check writing privileges and extended terms are available, and may be obtained by submitting a written request, (an up-to-date Account Application, tax returns, financial statements, and other information as may be required by Alliance) to Alliance's Credit Department. Businesses lacking a significant credit history can earn check writing privileges and/or limited credit through a history of good payments to Alliance and/or other suppliers, but should receive product from Alliance for a minimum of 90 days before requesting a change in terms.

Customers are required to make payments within designated terms. Invoices not paid within terms will be subject to a late payment fee of 1.5% per month on the outstanding balance. Customers are also liable for an additional 33% of their balance owed should it become necessary for Alliance to refer their account to a collection agency or attorney.

Checks returned to Alliance for any reason are subject to a \$25.00 service charge, and returned checks or any other failure to pay in part or in full, may, at Alliance's sole and absolute discretion, result in the suspension or cancellation of shipments, loss of check writing privileges and/or extended terms, and/or the termination of the customer's Account Application and Alliance's agreement to ship product to the customer.

Upon the consent of Alliance, arrangements can be made to pay for purchases via Wire Transfer to Alliance's bank (the preferred method for international customers) or via credit card (VISA or MasterCard only) or Western Union. Both methods must be preapproved. Pricing is based on cash payments. Cash and check payments entitle the customer to the 2% higher discount published in the current Alliance catalog. Call Alliance's Credit Department for additional details.

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

Damages

Customers shall not deduct the cost of damaged merchandise from their payments. Alliance will immediately issue a return authorization for damaged product if reported to an Alliance sales representative within 24 hours of the customer's receipt of the shipment. Once the product is received by Alliance, a credit will be issued for the damaged product. Customers should examine packages for visible damage and note any apparent problems before signing for a shipment. Doing so will assist Alliance in processing the customer's credit and will enable Alliance to recover the cost of damaged product from the carrier.

Domestic Shipments are made "F.O.B. Destination", meaning that title to the product and risk of loss and damage remain with Alliance until the product reaches the customer's facility. The customer should always check for visible damage caused in shipping and note any apparent problems before signing for a shipment, as this will assist Alliance in recovering the cost of damaged merchandise from the shipping company. Except where Alliance is the importer of record, International Shipments are made "F.O.B. Beyond U.S. Jurisdiction" meaning that Alliance retains title to the merchandise and bears risk of loss and damage until the merchandise is beyond the territorial jurisdiction of the U.S., at which point title passes to the customer who then bears risk of loss and damage and who also becomes responsible for duties, sales tax and all other associated import fees. In cases where Alliance is the importer of record, shipments are made F.O.B. destination.

Shortages and Overages

Customers shall not deduct the cost of shorted merchandise from their payments. Alliance will issue a credit memo for any unfilled or shorted product if reported to an Alliance sales representative within 24 hours of the customer's receipt of

the shipment. Also, Alliance appreciates the customer's honesty in reporting the receipt of any merchandise for which the customer is not billed, and will reimburse the customer for the freight costs incurred when returning such overages.

Returns/Order Adjustments

The customer acknowledges and assumes the risk that due to the nature of the products purchased from Alliance, variations in such products, including but not limited to, changes in the scheduled ship date, author, illustrator, publisher, character(s) and subject matter may occur. Despite such variations, all merchandise is sold by Alliance on a non-returnable basis unless otherwise authorized in writing by Alliance.

Allocations

If orders from customers exceed the amount of product made available to Alliance by its suppliers, Alliance reserves the right to allocate the available merchandise, at its sole discretion.

Conditions of Sale

All orders by customers are binding upon acceptance by Alliance and cannot thereafter be cancelled or reduced by the customer. By submitting an order as provided herein, the customer agrees to be bound by the Terms of Sale.

In the event there is any discrepancy between these Terms of Sale and any purchase order, acknowledgement, or other documentation issued by the customer, these Terms of Sale shall control.

Failure of customer to take immediate delivery of merchandise when made available by Alliance, or failure to pay for merchandise when due, shall be deemed breach of contract which may, at Alliance's sole discretion, result in legal action and/or held shipments and/or cancellation of outstanding orders and/or loss of check writing privileges and/or loss of credit terms and/or the exercise of any other rights of Alliance under these Terms of Sale and/or any other available remedy at law or in equity. In addition to any other remedy available to Alliance, any customer who refuses to accept ordered merchandise, or who, by his payment delinquency or any other cause, forces Alliance to suspend shipments to the customer, shall be liable to Alliance for a 50% cancellation charge for all merchandise the customer has ordered, regardless of its status. Alliance shall restock all merchandise the customer has ordered, and the customer shall not be entitled to receive any of said merchandise unless payment in full is made to Alliance within two (2) weeks of the customer default. Furthermore, any product ordered by the customer and shipped from Alliance that may be confiscated or held by customs due to importing regulations is solely the responsibility of the customer. Additionally, the Alliance customer shall be liable for freight costs (refused UPS shipments which Alliance reshipped are subject to a \$10 per box service charge) and any other fees associated with all outstanding orders and/or the breach including, but not limited to, legal fees and court costs.

Customer further authorizes Alliance, irrevocably, to appoint any attorney designated by Alliance or clerk of any court of record to appear for the customer in said court, and confess judgment against the customer without process in favor of Alliance for all sums owing including the value of all outstanding orders placed with Alliance, costs of suit and reasonable attorneys' fees, hereby expressly waiving all benefit under the exemption laws of any state in which the customer operates and waives all errors in any said proceedings, and consents to immediate execution upon such judgment, hereby ratifying and confirming all that said attorney may do by virtue hereof. The authority and power to appear for and enter judgment against the customer shall not be exhausted by one or more exercise thereof, or by any imperfect exercise thereof, and shall not be extinguished by any judgment entered pursuant thereto.

Liability Disclaimer

The information contained in Alliance publications, including but not limited to prices, content, availability, suitability for nonmature users, product safety, and release or shipment dates, is based solely on information Alliance receives from the suppliers of the product. Alliance 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 the customer'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 Alliance or otherwise (including, but not limited to, any warranty of merchantability or fitness for a particular purpose) are expressly excluded and disclaimed.

Alliance 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, for good cause including manufacturers' cancellation, unacceptable delays, poor quality, or insufficient orders. In the event that Alliance does not receive merchandise from its vendor within 30 days of the last day of the anticipated ship month (or 90 days for some products), any orders for such merchandise may, at Alliance's sole discretion, either be (i) cancelled by Alliance or (ii) shipped to the customer subject to return privileges, provided Alliance's vendor offers such return privileges to Alliance.

Occasionally, Alliance may find it necessary to change pricing and/or discounts after customers' orders are received. In these instances, customers shall have the right to reduce or cancel orders on those items affected. Such reductions/cancellations must be requested by customers within 72 hours of notice of the change.

Hold Harmless

The customer hereby agrees to indemnify and hold Alliance, its agents, affiliates and subsidiaries harmless from and against any loss, damage or expense suffered by Alliance, including reasonable attorneys' fees and costs, by reason of (i) breach by the customer of any warranties or agreements contained herein, (ii) any act or omission of the customer, (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.

Governing Law

All legal disputes arising as a result of or with respect to these Terms of Sale will be governed and settled by the laws of the State of Maryland, excluding the conflict of law rules of that state and the customer agrees that jurisdiction and venue shall rest exclusively within the courts of the State of Maryland including the United States District Court for the District of Maryland.

Entire Agreement

These Terms of Sale are intended to be the final, exclusive and complete statement of the terms of the agreement between the customer and Alliance. Neither trade usage nor any terms and conditions that may be contained in any acknowledgment, purchase order or other documentation of the customer, nor course of prior dealing between the parties shall affect or modify these Terms of Sale. Upon receipt by Alliance of the customer's order, these Terms of Sale shall constitute the entire agreement between the parties and may not be modified or rescinded except by a writing signed by Alliance. If any part, term, or provision of these Terms of Sale are 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 these Terms of Sale.