

EXHIBIT A**KIMBERBELL KIDS LLC ONLINE SALES GUIDELINES**

1. The Permissible Public Websites must not give the appearance that they are operated by Kimberbell or any third party.
2. Anonymous sales are prohibited. Retailer's full legal name or registered fictitious name, mailing address, email address, and telephone contact must be stated conspicuously on the Permissible Public Websites and must be included with any shipment of Products from the Permissible Public Websites or in an order confirmation email sent at the time of purchase.
3. At Kimberbell's request, Retailer will reasonably cooperate in demonstrating and/or providing access to, and copies of, all web pages that comprise the Permissible Public Websites.
4. The Permissible Public Websites shall have a mechanism for receiving customer feedback and Retailer shall use reasonable efforts to address all customer feedback and inquiries received in a timely manner. Retailer agrees to provide copies of any information related to customer feedback (including any responses to customers) to Kimberbell for review upon request. Retailer agrees to cooperate with Kimberbell in the investigation of any negative online review associated with Retailer's sale of the Products and to use reasonable efforts to resolve any such reviews. Retailer shall maintain all records related to customer feedback for a period of one year following the creation or submission of such a record, to the extent legally permitted. Nothing in this paragraph shall be construed to require Retailer to disclose identifying information about its customers to Kimberbell.
5. The Permissible Public Websites shall be in compliance with all applicable privacy, accessibility, and data security laws, regulations, and industry standards.
6. Retailer shall be responsible for all fulfillment to its customers who order Products through Permissible Public Websites, any applicable taxes associated with such purchases of Products, and any returns of Products.
7. Except where Retailer has entered into a drop-shipment arrangement with Kimberbell whereby Kimberbell ships Products on Retailer's behalf to customers who order Products through Permissible Public Websites, under no circumstances shall Retailer permit orders to be fulfilled in any way that results in the shipped Product coming from stock other than Retailer's.
8. Retailer shall ensure that any third-party logistics provider engaged by Retailer to store inventory or fulfill orders for the Products is aware of and complies with all product quality controls and customer service standards described herein or otherwise conveyed to Retailer by Kimberbell. Retailer shall ensure that any such third-party logistics provider stores Retailer's inventory of Products separately from any Products owned by any third party. Upon request by Kimberbell, Retailer shall disclose its use of third-party logistics providers, including the identity and location of any third-party logistics provider, and shall cooperate with Kimberbell in investigating any concerns related to the Products that may relate to Retailer's use of a third-party logistics provider. Under no circumstances shall Retailer permit orders to be fulfilled by a third-party logistics provider in any way that results in the shipped Product coming from stock other than Retailer's.
9. Except as expressly authorized in writing by Kimberbell, Retailer shall not offer for sale or sell digital-only Kimberbell-branded products through the Permissible Public Website.