



GLOBAL MASTER PURCHASE ORDER AGREEMENT

This Master Purchase Order Agreement (this "**Agreement**") is made by between and [REDACTED] ("**Seller**") and Toys "R" Us (Sourcing) Limited a/k/a Fan Dou Cheng Commercial Consulting (Shenzhen) Co., Ltd. ("**Agent**") acting not on its own behalf but on behalf of and as agent for each the following Toys "R" Us companies (each referred to as "**Buyer**") who may issue Orders (as defined below) to Seller from time to time: Toys "R" Us - Delaware, Inc., Toys "R" Us (Canada) Ltd., Toys "R" Us Limited, Toys "R" Us Iberia, SA, Toys "R" Us SARL, Toys "R" Us GmbH, Toys "R" Us Australia Pty Ltd., and Toys "R" Us Japan, Ltd.

1. **ORDERS.** This Agreement shall apply to all purchases of products ("**Products**") by Buyer from Seller (or Products supplied by Seller to Buyer through distributors), including without limitation, for all purchases of Products made by Buyer through all forms of purchase orders ("**Orders**") whether issued through electronic data interchange ("**EDI**"), on a drop ship basis or otherwise. This Agreement shall apply to any allowance, marketing or returns agreements between Buyer and Seller now existing or entered into hereafter. Seller hereby expressly agrees that no terms or conditions in any acceptance, acknowledgement, invoice, allowance agreement, Order or other document, or orally, which are in conflict with, different from, or in addition to this Agreement shall be binding upon Buyer unless agreed to in a writing signed by a duly authorized officer of Buyer; and in the case of a conflict between any of the terms and conditions contained in this Agreement and any other terms and conditions in any other agreement or document related to or in connection with the Products, the terms and conditions in this Agreement shall control. The price of the Products shall not be adjusted or increased without the prior written consent of the Buyer. Time is of the essence with regard to each Order. Each Order shall only bind Seller and the relevant Buyer; the liability of each Buyer under this Agreement for any Orders shall be several and not joint.

2. **REPRESENTATIONS & WARRANTIES.** Seller hereby represents and warrants to Buyer, in addition to all warranties implied by any and all applicable laws and other legal obligations including, without limitation, local, state, provincial, territorial, European Union and federal laws, directives, rules, assessments, regulations, filing requirements, ordinances, statutes, codes, judgments and civil or common law (collectively "**Laws**"), that the Products, together with all related packaging, labeling and other printed matter and all related advertisements furnished or authorized by Seller shall (a) be free from defects in design, workmanship or materials including, without limitation, such defects as could create a hazard to life or property; (b) be of first quality, free and clear of all liens, encumbrances security interests, or adverse claims from original manufacturers, inventors, licensing agents, factors or any other entity; (c) be suitable for end use and fit for purpose; (d) be manufactured, produced, packed for shipment, marked with the country of origin, and where required, registered, all in accordance with any Laws; (e) not infringe or encroach upon any party's personal, contractual or proprietary rights, including without limitation, patent, trademark, tradename, trade dress, service mark, copyright, right of privacy or trade secret rights; (f) conform to all specifications and other descriptions set forth on the packaging for such Products; (g) possess all performance qualities and characteristics stated in advertisements issued or authorized by Seller; (h) be in conformity with all applicable Laws; (i) be in conformity with all applicable industry voluntary standards; (j) be properly stamped, tagged, labeled, branded or marked with such information as may be required by any Law; (k) be manufactured, produced, packaged, labeled, tested, certified, imported, shipped, warehoused and stored in accordance with all applicable Laws and custom regulations and requirements; and (l) be manufactured, produced and packaged in accordance with all Laws regarding the screening, hiring and employment of all labor forces, including without limitation, without the use of child labor and with the use of persons whose employment is voluntary and not through the use of prison labor or corporal punishment (or other forms of mental or physical coercion) as a form of discipline for workers or employees. Seller shall comply with Buyer's Standards for Partner Conduct. Nothing in this Agreement shall limit or exclude the liability of Seller for death or personal injury resulting from negligence, or for fraud or fraudulent misrepresentation.

3. **PRODUCT SAFETY, QUALITY & RECALLS.** Seller, at its sole cost and expense, shall perform, or cause to be performed, all tests on the Products required by the Law or any federal, state, territorial, provincial, European Union or local governmental agency or authority having jurisdiction as well as any Law, applicable industry voluntary standard or Buyer requirements and shall maintain for a period of not less than three (3) years certificates and/or other sufficient documentation indicating that all applicable tests have been administered and passed. Such tests shall be conducted by laboratories acceptable to the agency or authority requiring the same and Buyer. Seller shall promptly make available, and at Buyer's request shall promptly furnish, to Buyer copies of all such certificates and/or other sufficient documentation and shall permit Buyer or any person or persons authorized by Buyer to inspect and make copies of all records maintained by Seller in connection with such tests. Seller shall provide to Buyer a Material Safety Data Sheet as required by Law prior to the delivery of Products to Buyer. Upon written notice to Seller, Buyer can perform or have performed any acts necessary to satisfy the requirements of this Section at Seller's expense, which expense may be credited against any amounts owed by Buyer to Seller. In the event (i) Buyer has reasonable cause at any time to believe that any Products contain defects or hazards that could impair the fitness for purpose or durability of the Products or create a substantial risk of injury to any person or property or that the purchase, display or sale of Products by Buyer violates or will violate any Law relating to the manufacture, sale,

labeling, safety or transportation or Products, or (ii) Seller or a government entity initiates removal of Products from the stream of commerce (any of the foregoing a "Recall"), without limiting any of Buyer's other remedies, Seller shall be responsible for all costs associated with any Recall, including without limitation Buyer's lost profits in connection therewith and Seller shall undertake all corrective actions in connection with the Recall including without limitation, timely notice to Buyer of any Recall, removal of the Products from Buyer's inventory and disposition of the recalled Products.

4. **INDEMNIFICATION.** Seller agrees to defend, indemnify, and hold harmless each Buyer, its affiliates, and their respective officers, directors, members, shareholders, employees, agents, representatives, assigns and successors (collectively the "**Buyer Indemnitees**") from, and on demand reimburse, the Buyer Indemnitees for any and all damages, losses and/or expenses (including Buyer Indemnitees' attorneys' fees and their other costs of defense) incurred in connection with any and all suits, claims, demands or liabilities whatsoever: (1) arising out of or alleged to have arisen from a breach of any of the representations, warranties or obligations of Seller under this Agreement (including any related act or omission by Seller), (2) for death, illness, personal injury or property damage, both in law and equity, arising out of or resulting in any way from any actual or alleged defect in any Products; (3) for any act or omission, negligence or willful misconduct of the Seller, its agents, employees, or subcontractors relating to Buyer's purchase or sale of any of the Products; (4) for any actual or alleged breach of Seller's written warranty for the Products; (5) for any actual or alleged infringement of any patent, trademark, copyright, trade secret, trade dress or other intellectual property right of a third party in connection with the Products; (6) for the Products actually or allegedly violating any Laws; or (7) pertaining to or in connection with the content of Seller's packaging, labeling, or advertising of the Products. In the event of a claim, lawsuit, demand or other matter covered by this Agreement, Buyer shall notify Seller in writing and provide Seller the opportunity to assume full responsibility for the defense and resolution of such claim, lawsuit, demand or matter; provided however, that a) Seller, its agents, representatives, attorneys or insurers shall not bind the Buyer Indemnitees in settlement without the Buyer Indemnitees' prior written consent, and b) the Buyer Indemnitees shall be permitted to participate in its own defense at its own expense. If Seller fails to take timely action to defend any such suit then Buyer or the Buyer Indemnitees can defend such suit at Seller's expense. This Section shall survive the expiration or earlier termination of this Agreement.

5. **INSURANCE.** Except as otherwise prohibited by Law, Seller shall, without expense to Buyer, maintain in force for a period of at least two (2) years from the date of an Order, for the mutual benefit of itself, Buyer and Buyer Indemnitees, general liability (or public liability) insurance, including product liability/completed operations insurance and contractual liability insurance where customary or product liability insurance on an occurrence basis in an amount of at least US\$5,000,000 (or in the aggregate where reasonable and customary), providing for the investigation, defense, and satisfaction (by settlement or otherwise) at no cost to Buyer or Buyer Indemnitees, of any liability, claim, loss, expense or fee asserted against or incurred by Buyer or Buyer Indemnitees. In the event that Seller's product's liability insurance policy provides a Self-Insured Retention ("SIR") and/or deductible in an amount equal to or greater than US\$10,000, Seller must submit notice of the SIR and/or deductible to Buyer and obtain Buyer's written approval thereof. Within sixty (60) days of the date of this Agreement, Seller shall cause the insurance company issuing such policy to issue a certificate of insurance ("Certificate") to Buyer confirming that such policy has been issued and is in full force and effect and provides coverage to Buyer and name Toys "R" Us, Inc. and any subsidiaries involved as an additional insured or indemnity to principal, where customary in the local market, under a broad form vendor's endorsement, covered against Buyer's and Buyer Indemnitees' shared and/or sole fault as required by this Paragraph, provide worldwide coverage territory and worldwide jurisdiction for claims to be handled on a local basis where such claim may arise as law permits, and also confirming that before any cancellation, modification, or reduction in coverage of such policy, the insurance company shall give Buyer ten (10) days prior written notice of such proposed cancellation, modification or reduction. Buyer is not required to honor any outstanding obligations or pay any amounts to Seller unless and until the Certificate is received and approved by Buyer. The coverage afforded to Buyer under this provision will be primary over any valid and collectible insurance that may be available to Buyer. The policy shall be placed with an insurance company authorized to do business in the state (country) where this Order is applicable. All insurers shall have a Best's rating of at least AX or A+, or equivalent. Receipt by Buyer of Certificates or policies which do not conform to the requirements in this Agreement, shall not relieve Seller of the obligation to provide insurance conforming to the requirements contained herein. The liability insurance limits shall in no way be construed as a limitation of Buyer's or Buyer Indemnitees' right of indemnity hereunder. Seller shall, without expense to Buyer, maintain in force Worker's Compensation Insurance and any other compulsory insurance where reasonable and customary whether in the local market or via a government scheme, whichever applies, as required by applicable country or state Laws and Employer's Liability Insurance with limits of at least US\$500,000 or the minimum statutory limit as required by Law, where Employer's Liability is the sole remedy of indemnification for occupational injury.

6. **TITLE & RISK OF LOSS.** Products shall be shipped to Buyer [D.D.P.] (Incoterms 2000) destination point (i.e., freight prepaid) and title to Products, as well as risk of loss, shall remain with Seller until the Products are received by Buyer.

7. **TERM & TERMINATION.** The term of this Agreement shall commence on the date hereof and shall continue for one (1) year thereafter. Thereafter, the term shall automatically renew for additional one (1) year periods. This Agreement may be terminated at any time by either party by giving thirty (30) days prior written notice to the other party; provided, however, that the terms and conditions of this Agreement shall survive with regard to any Order for Products issued by Buyer (and with regard to any Products received by Buyer) prior to the termination date.

8. **PAYMENT, CANCELLATION, DISPOSAL OF PRODUCTS & TAXES.**

(a) Buyer's payment to Seller for Products shall be due thirty (30) days from Buyer's receipt of the Products together with the documentation required by Buyer in connection with the Products, unless otherwise agreed to by Buyer and Seller in writing. Buyer's obligations to make payments to Seller shall be subject to any markdown, return or damaged goods allowance, advertising allowance or other allowance agreed to by Buyer and Seller in writing.

(b) Buyer reserves the right to withhold any payments (or portions thereof) due to Seller or its affiliates without penalty or forfeiture that Buyer disputes in good faith, whether under this Agreement or otherwise, until such dispute between Buyer and Seller is settled. Any claims for defective Products, shortages, returns, damages, or any other claim of setoff asserted by Buyer as result of Seller's failure to comply with the terms and conditions of this Agreement or arising from any other claims by Buyer against Seller or its affiliates will be charged back to Seller or the amount thereof deducted from payments to be made to Seller or its affiliates or will be promptly refunded to Buyer by Seller, in Buyer's discretion. Seller shall comply with each Buyer's shipping, trading and routing manuals, guides and policies. Any Products delivered or shipped in violation of Buyer's requirements, the terms and conditions of this Agreement or the Order will be subject to deviation charges, handling charges and other reasonable costs, which will be charged back to Seller.

(c) Buyer may cancel an Order, or any part thereof, by notice to Seller if Seller fails to comply with the terms and conditions of this Agreement. Furthermore, Buyer may cancel an Order if Seller becomes insolvent or makes a general assignment for the benefit of creditors or files or has filed against it a petition of bankruptcy or for reorganization, or pursues any other remedy under any other law relating to the relief for debtors or in the event a receiver or administrator is appointed for Seller's property or business. In addition, Buyer may cancel an Order in whole or in part at any time, for its sole convenience, upon sixty (60) days prior notice to Seller for Products that are branded with Buyer's trademarks and logos, and upon thirty (30) days prior notice to Seller for all other Products. In such event, Buyer shall pay to Seller the amounts due for Products shipped in accordance herewith prior to the Order cancellation date, except to the extent otherwise required for Buyer to comply with any Laws.

(d) In the event of cancellation of any Order or termination of this Agreement for any reason, Seller shall, prior to disposing of the Products, remove all of Buyer's proprietary marks (including trademarks, logos and names) and identifying tickets, labeling and packaging. Under no circumstances shall Seller sell or otherwise transfer any Products bearing or otherwise depicting or using any of Buyer's trademarks, logos, trade names, copyrights patents or other intellectual property rights to any third party without Buyer's prior written consent which may be withheld in its sole and absolute discretion. If Seller makes any unauthorized use of Buyer's trademarks, logos and names or sells Products containing any Buyer trademarks, logos and names to any third party without Buyer's prior written consent, then, in addition to any other remedies available to Buyer, Seller shall turn over to Buyer all profits derived from such unauthorized use or sale.

(e) Buyer shall have the right to sell or otherwise dispose of Products by any means, including without limitation, reselling, liquidating, salvaging or recycling the Products. The Products are being purchased by Buyer for resale. Buyer acknowledges that it holds valid resale numbers in all states where Buyer is licensed to do business (excluding states not recognizing sales for resale as sales tax exempt). Seller shall furnish Buyer, when required by Law, an exemption certificate which shall be completed by Buyer and returned to Seller. All sums payable under this Agreement or otherwise payable by any party to any other party pursuant to this Agreement shall be deemed to be exclusive of any value added tax ("VAT") or any other sales tax or duties, which shall be payable by the Buyer at the applicable rate, upon receipt of a valid tax invoice.

9. **CONFIDENTIALITY.** During the Term hereof and for ten (10) years thereafter, each party (the "**Receiving Party**") shall keep confidential and shall not use except in the performance of the transactions contemplated by this Agreement, any proprietary, technical or other business information of the other party (the "**Disclosing Party**") including, without limitation, disclosure of the fact the Buyer has ordered the Products; disclosure to any third party of any designs, specifications, trademarks, intellectual property tools provided by or on behalf of Buyer to Seller; any of the terms associated with this Agreement; pricing information, customer lists and any financial data; as well as other confidential and proprietary information related to patents, copyrights, trademarks, trade secrets, technological developments or other proprietary materials; all of which a party has obtained or may obtain during the Term of this Agreement, (collectively, the "**Confidential Information**"). The Receiving Party shall, at all times both during the term of this Agreement and thereafter, keep all of such Confidential Information in confidence and trust. The Receiving Party shall not use such Confidential Information other than as expressly permitted herein or by the Disclosing Party's approval. The Receiving Party agrees to return to the Disclosing Party any written, printed or other materials embodying such Confidential Information and/or materials, including all copies or excerpts thereof, given to or acquired by the Receiving Party in connection with this Agreement. The Receiving Party shall not directly or indirectly disclose to any third party any of the terms of this Agreement without the Disclosing Party's prior approval, unless otherwise required to do so by any Law; provided, however, that the Receiving Party will provide the Disclosing Party with prompt notice of any such requirement so that the Disclosing Party may seek an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information. It is understood that the following shall not constitute Confidential Information and shall not be subject to the provisions of this agreement: (i) any information which is or becomes generally available to the public through no fault of the Receiving Party; (ii) any information which is or becomes lawfully available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party or its

representatives, provided that such source is not known to the Receiving Party to be bound by a confidentiality agreement with the Disclosing Party; or (iii) any information that is independently developed by the Receiving Party with out reliance on the Confidential Information. Each party acknowledges and agrees that damages at law will be an insufficient remedy to the other party in the event that any of the covenants contained in this Section are violated. Accordingly, in addition to any other remedies or rights that may be available to the Disclosing Party, the Disclosing Party shall also be entitled, upon application to a court of competent jurisdiction, to seek injunctive relief to enforce the provisions of this Section, and in any proceeding in which the Disclosing Party attempts to specifically enforce any or all such covenants, each party hereby waives the defense that an adequate remedy at law exists. The parties agree that they shall not share any personal information about any individual under this Agreement and should any such information be shared, it shall be immediately returned without retention of a copy. This Section shall survive the expiration or earlier termination of this Agreement.

10. PROPRIETARY RIGHTS. Buyer hereby grants Seller a limited, revocable, non-exclusive license to use Buyer's trademarks, logos or names as requested by Buyer on the Products solely for Buyer's benefit. Seller hereby grants Buyer a non-exclusive license to use any trademark, trade name, service mark or copyright which appears on the Products and all related packaging, labeling and other printed matter supplied by Seller to advertise and to promote the Products in connection with Buyer's retail operation. Seller's license and right to use Buyer's trademarks, logos or names shall terminate immediately without any notice upon the cancellation of an Order or termination of this Agreement. Seller shall not challenge Buyer's rights, title, interest and ownership in or to any of Buyer's trademarks, logos or names. Any plans, ideas, copyrights, tradenames, trademarks, service marks or other material or Confidential Information developed by Seller for Buyer pursuant to this Agreement or an Order, shall be the property of Buyer (or such entity as Buyer may indicate) and Buyer shall have the exclusive and comprehensive rights therefore without any limitation with regard to time, territory or issue. All copyrightable works created by Seller for Buyer hereunder shall be a "work made for hire" (as that term is understood in United States copyright law or other analogous Laws in other applicable jurisdictions) created by Seller as an employee for hire of Buyer. To the extent such materials or any portion thereof, may not be considered a "work made for hire" created by Seller as an employee for hire of Buyer, Seller hereby assigns (and shall procure that its employees hereby assign) all its rights, title, interest and ownership in all copyrightable materials created hereunder, and any portion thereof, throughout the world, to Buyer, including, without limitation, all moral rights (and where and to the extent such rights may be non assignable, Seller waives (and shall procure that its employees hereby waive) in Buyer's and Buyer's successors and assigns favor, any and all moral rights). Seller shall execute, acknowledge and deliver (and shall procure that its employees execute, acknowledge and deliver) such instruments or papers as may be necessary to evidence or effectuate ownership or such materials in Buyer. All tools, specifications and materials furnished or specifically paid for by Buyer shall be Buyer's property, shall be held at Seller's risk and upon demand, shall be delivered to Buyer upon demand. Buyer does not warrant accuracy of any tools or specifications furnished by Buyer to Seller. Materials and tools furnished by Buyer to Seller for the performance of the Order shall be inspected by Seller prior to use, used by Seller at its own risk, and Buyer shall not be responsible for defects in connection with such materials or tools. To the extent that tools, specifications or other materials are furnished or paid for by Buyer, Seller shall not make use of or disclose the nature or content of the same to or for the benefit of any third party, except as necessary to perform the Order or as otherwise expressly authorized in writing by Buyer.

11. WAIVER OF CLAIMS & GOVERNING LAW.

(a) SELLER HEREBY IRREVOCABLY WAIVES ANY AND ALL CLAIMS THAT SELLER MAY HAVE UNDER OR IN CONNECTION WITH THIS AGREEMENT, ANY ORDER OR OTHERWISE AGAINST OR WITH REGARD TO AGENT. SELLER HEREBY ACKNOWLEDGES AND AGREES THAT SELLER MAY ONLY MAKE A CLAIM UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY ORDER AGAINST THE RELEVANT BUYER. IN THE EVENT THAT COURT OR OTHER AUTHORITY FINDS THE FOREGOING WAIVER UNENFORCEABLE FOR ANY REASON, THEN SECTION 11(b) OF THIS AGREEMENT SHALL APPLY WITH REGARD TO BOTH TOYS "R" US – DELAWARE, INC. AND AGENT.

(b) With regard to Toys "R" Us – Delaware, Inc. (and subject to Section 11 (a) of this Agreement with regard to Agent), including, without limitation, any claims brought by or against Toys "R" Us-Delaware, Inc. (and subject to Section 11 (a) of this Agreement claims brought by or against Agent), this Agreement shall be governed by and construed in accordance with the laws of the state of New Jersey, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG), without giving effect to the principles of choice or conflicts of laws thereof. Seller hereby agrees that by entering into this Agreement and by selling any Products to Buyer, it has engaged in business in Passaic County, New Jersey. The parties consent to the exclusive jurisdiction of the state court located in Passaic County, New Jersey or the federal court located in Newark, New Jersey, waive any objection thereto on the basis of personal jurisdiction or venue, and irrevocably and unconditionally waive any right such party may have to a trial by jury covering any litigation directly or indirectly arising out of or relating to this Agreement.

(c) With regard to Toys "R" Us (Canada) Ltd., including, without limitation, any claims brought by or against Toys "R" Us (Canada) Ltd., this Agreement shall be governed by and construed in accordance with the laws of the province of Ontario and the laws of Canada applicable in the Province of Ontario, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG), without giving effect to the principles of choice or conflicts of laws thereof. The parties consent to the exclusive jurisdiction of the provincial court located in Ontario or the federal court located in Ontario, waive any objection thereto on the basis of personal jurisdiction or venue, and irrevocably and unconditionally waive any right such party may have to a trial by jury covering any litigation directly or indirectly arising out of or relating to this Agreement.

(d) With regard to Toys "R" Us Limited, including, without limitation, any claims brought by or against Toys "R" Us Limited, this Agreement shall be governed by and construed in accordance with the laws of England, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG). The parties consent to the exclusive jurisdiction of the English courts, with respect to any disputes directly or indirectly arising out of or relating to this Agreement.

(e) With regard to Toys "R" Us Iberia, SA, including, without limitation, any claims brought by or against Toys "R" Us Iberia, SA, this Agreement shall be governed by and construed in accordance with the laws of Spain, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG), without giving effect to the principles of choice or conflicts of laws thereof. The parties consent to the exclusive jurisdiction of the courts located in Madrid Capital City, Spain, waive any objection thereto on the basis of personal jurisdiction or venue, and irrevocably and unconditionally waive any right such party may have to a trial by jury covering any litigation directly or indirectly arising out of or relating to this Agreement.

(f) With regard to Toys "R" Us SARL, including, without limitation, any claims brought by or against Toys "R" Us SARL, this Agreement shall be governed by and construed in accordance with the laws of France, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG), without giving effect to the principles of choice or conflicts of laws thereof. The parties consent to the exclusive jurisdiction of the courts located in Paris, France, waive any objection thereto on the basis of personal jurisdiction or venue, and irrevocably and unconditionally waive any right such party may have to a trial by jury covering any litigation directly or indirectly arising out of or relating to this Agreement.

(g) With regard to Toys "R" Us GmbH, including, without limitation, any claims brought by or against Toys "R" Us GmbH, this Agreement shall be governed by and construed in accordance with the laws of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG), without giving effect to the principles of choice or conflicts of laws thereof. The parties consent to the exclusive jurisdiction of the courts located in Cologne, Germany, waive any objection thereto on the basis of personal jurisdiction or venue, and irrevocably and unconditionally waive any right such party may have to a trial by jury covering any litigation directly or indirectly arising out of or relating to this Agreement.

(h) With regard to Toys "R" Us Australia Pty Ltd., including, without limitation, any claims brought by or against Toys "R" Us Australia Pty Ltd., this Agreement shall be governed by and construed in accordance with the laws of New South Wales, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG), without giving effect to the principles of choice or conflicts of laws thereof. The parties consent to the exclusive jurisdiction of the courts located in New South Wales, waive any objection thereto on the basis of personal jurisdiction or venue, and irrevocably and unconditionally waive any right such party may have to a trial by jury covering any litigation directly or indirectly arising out of or relating to this Agreement.

(i) With regard to Toys "R" Us Japan, Ltd., including, without limitation, any claims brought by or against Toys "R" Us Japan, Ltd., this Agreement shall be governed by and construed in accordance with the laws of Japan, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG), without giving effect to the principles of choice or conflicts of laws thereof. The parties consent to the exclusive jurisdiction of the Tokyo District Court, waive any objection thereto on the basis of personal jurisdiction or venue, and irrevocably and unconditionally waive any right such party may have to a trial by jury covering any litigation directly or indirectly arising out of or relating to this Agreement.

12. MISCELLANEOUS. No modification, amendment or waiver of any of the provisions contained in this Agreement shall be binding unless made in writing and signed by both parties. The failure or delay by either party to enforce any of said party's rights under this Agreement shall not be construed as a continuing waiver of such rights. Any notice required or which may be given hereunder shall be in writing and sent by either overnight mail or certified mail to the other party. Neither this Agreement nor any of the rights hereunder may be transferred or assigned by either party hereto without the prior written consent of the other party. The parties agree that each party has reviewed this Agreement and has had an opportunity to seek the advice of counsel and that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments hereto. In the event that any court or other authority finds any provision hereof to be unenforceable for any reason, the parties agree that all provisions and concepts expressed herein shall be severable and the court should enforce all other provisions to the greatest degree possible. The parties have expressly requested that this Agreement be drafted in the English language only. Les parties ont expressément demandé que la présente convention soit rédigée en langue anglaise seulement. Las partes han convenido expresamente que el presente Acuerdo se redacte exclusivamente en inglés. This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, representations, warranties and understandings, written or oral, with respect thereto. No third party shall be entitled to enforce this Agreement whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

IN WITNESS WHEREOF, this Agreement is made by and between each Buyer and Seller effective as of the date first written below.

**TOYS “R” US (SOURCING) LIMITED A/K/A
FAN DOU CHENG COMMERCIAL CONSULTING (SHENZHEN) CO., LTD.
On behalf of and as agent for each Buyer**

By: _____

Name (print): _____

Title: _____

Date: _____

[ENTER SELLER NAME]

By: _____

Name (print): _____

Title: _____

Date: _____

Address: _____
