

# Soft & Hard Goods Licensing Application

## Prospective Licensee Information Form

Thank you for your interest in becoming a licensee of National Basketball Players Inc. d/b/a THINK450 (“THINK450” or “we” or “our”). By submitting the below application (the “Application”), you acknowledge that you have read, understand, accept and will comply with all instructions and the terms and conditions contained within the Application and the attached Terms and Conditions (the “Terms and Conditions”).

THE APPLICATION IS NOT AND WILL NOT BE DEEMED AN OFFER TO CONTRACT OR A SOLICITATION BY THINK450. UNLESS YOU HAVE RECEIVED THINK450’s EXPRESS WRITTEN CONSENT, YOUR PRODUCT AND/OR PRODUCT SUGGESTIONS HAVE NOT BEEN APPROVED AND YOU MAY NOT USE, DISTRIBUTE, EXECUTE, PROMOTE, MARKET, ADVERTISE, EXHIBIT, OR OTHERWISE EXPLOIT ANY RIGHTS MAINTAINED BY THINK450.

THINK450 regularly receives numerous licensing suggestions. You acknowledge that other parties (including, without limitation, THINK450 employees) may submit, make public, may have already submitted or made public, product suggestions that are indistinguishable from those included in your submission. THINK450 reserves the right to license such products. You acknowledge that you will not be entitled to any compensation derived from such products or product suggestions.

THINK450 may disregard your submission if you fail to respond to any requested item in the Application. Please review your application carefully for accuracy and completeness before submitting to THINK450, and indicate that a question does not apply by writing “N/A.”

## 1. COMPANY INFORMATION

**Name of Company:**

**Legal Name and Form of Corporation:**

**Employer ID Number:**

**Address:**

**State in Which Business is Registered:**

**Phone Number:**

**Email:**

**Company's Website Address:**

**Name & Title of Main Contact:**

## 2. OWNERSHIP & MANGEMENT INFORMATION

**Principal Owners – Complete Name, Title and Business Address:**

**Principal Management:**

**CEO/President:**

**Vice President(s):**

**Chief Financial Officer:**

**Sales Director:**

**Marketing Director:**

**Other:**

## 3. FINANCIAL INFORMATION & CREDIT REFERENCES

Please include (i) letter(s) from your bank(s) and at least two credit references; (ii) copies of your company's audited financial statements and corporate tax returns for the last three (3) years, and (iii) copies of any bank covenants related to your company's debt securitization. The bank letters and credit references must be on official letterhead and signed by an appropriate representative of the reference.

**Bank Reference(s) must contain all of the following:**

- Date the account was opened
- Average balance in the account
- Confirmation that the account is satisfactory
- Line of credit extended, if any

**Credit References must contain all of the following:**

- Length of time you have been doing business with the reference
- Type of business being conducted with the reference
- Credit limit placed on the account
- Whether the account is current and if so, the current balance
- Information on the timeliness of your payment and financial obligations
- A general characterization of your relationship with the reference

#### **4. PRODUCT INFORMATION**

**Description of products for which you seek a license including estimated wholesale and retail price per unit for each:**

**Please list trade or brand names of any other products sold by your company:**

#### **5. MANUFACTURING INFORMATION**

**Does your company currently manufacture and sell the products in question?**

**Yes            No**

**Where will the products be manufactured?**

**Domestically            Internationally**

**Please list the name, address, contact and phone number for each factory used in manufacturing of the product(s):**

## 6. SALES AND DISTRIBUTION INFORMATION

**Company Sales Volume for Most Recent Year:**

**Company Sales Volume for Previous Year:**

**Distribution Capability:**

**Regional**                      **Total Number of States:**

**National**

**International**              **List of International Countries:**

**Online**

**Direct-To-Consumer**

**Sales Force:**

**Internal Sales Force**                      **Total Number of Salespeople:**

**Agents, Reps, Jobbers**                      **Total Number:**

**Distributors**                      **Total Number:**

**Other (please explain):**

**Current Distribution:**

For each retail channel, please provide product(s) sold, % of sales volume and leading accounts.

**Athletic Specialty:**

**Better Department Stores/Boutique Retail:**

**Catalog/Direct Mail:**

**Drug/Grocery:**

**Gift Stores:**

**Hobby Stores:**

**Independent/Urban Retail:**

**Internet Retailers:**

**Mass Retailers:**

**Moderate/Mid-Tier Department Stores:**

**Off-Price Retailers:**

**Specialty Licensed:**

**Specialty Retail:**

**Sporting Goods:**

**Toy Stores:**

**Warehouse Club:**

**Other (please specify):**

**Estimated annual wholesale dollar volume of items you wish to manufacture under this license in year 1 by product:**

**Estimated annual wholesale dollar volume of items you wish to manufacture under this license in year 2 by product:**

**If you currently manufacture a similar type of product(s), what was the wholesale dollar volume for the most recent year?**

**Accounts to whom you plan to sell the product(s) you are proposing in this application:**

**Please list the name, address, contact and phone number for three (3) trade references the company currently does business with.**

## **7. MARKETING INFORMATION**

**What amount of advertising, marketing and promotion funds do you plan to spend in support of this new licensed product for year 1, should you receive a license?**

**Does your company use an advertising agency? If yes, please list the name, address, key contact and phone number:**

**Does your company have product design and artwork capabilities? If so, who is responsible for the design of your product(s) and marketing materials?**

**Company Art/Design Department**

**Freelance**

**Outside Agency**

**N/A**

**Please describe your quality control process:**

## 8. TIMING INFORMATION

Target date for development of marketing materials:

Target date for development of product(s) and when the product(s) will be presented to buyers:

## 9. LICENSING INFORMATION

If applicable, list any other licenses your company currently holds:

## 10. PRIOR COMPANY PERFORMANCE

Has the company, its predecessor in interests or any of its principals ever been the subject of any bankruptcy, insolvency or receivership proceedings?

Yes

No

Has the company, its predecessor in interests or any of its principals ever been the subject of any proceeding or action arising out of trademark, copyright or patent infringements or product liability?

Yes

No

Has the company, its predecessor in interests or any of its principals ever been the subject of any proceedings before the Federal Trade Commission?

Yes

No

## 11. ADDITIONAL MATERIALS

Please include with this application any or all of the following information that you are currently able to provide. The more information submitted, the faster we can make a decision on your application:

Annual report, sales catalogues, letters of recommendation from retailers for product quality/service, news articles about your company, marketing plan for proposed product and any other information which may help us to evaluate your company.



## 12. CONSENT TO BACKGROUND CHECK

By submitting this Application, you hereby grant THINK450 or its contractor to conduct a Third Party Integrity Diligence Screen. You consent to THINK450 release of your information to K2 Intelligence, LLC or any other contractor for this purpose as determined by THINK450 in its sole discretion. Please note the screening will be done on the company and its principal owners.

### **AUTHORIZATION AND GENERAL RELEASE:**

By signing below, the person or entity applying to be a licensee ("Potential Licensee," "you" or "your") of THINK450 and the National Basketball Players Association ("NBPA"), confirms that you have read, understand and accept the terms and conditions set forth in the Application and the Terms and Conditions attached hereto.

**Signature:**

**Name:**

**Title:**

**Company:**

**Date:**

## **Terms and Conditions**

THINK450 appreciates your interest in becoming a licensee of THINK450 and NBPA as well as your suggestion for a potential new product, promotion or program (the “creative material”).

1. Unless otherwise agreed in a written agreement between Potential Licensee and THINK450 (which such written agreement will supersede the terms herein), Potential Licensee agrees that THINK450 may use the creative material submitted herein or one or more of its features or components for any purpose it deems appropriate regardless of whether THINK450 grants Potential Licensee a license. If THINK450 uses Potential Licensee’s creative material, and provided that, in THINK450’s sole opinion, it is original, creative and valuable, THINK450 agrees to pay Potential Licensee as total compensation such sum of money as Potential Licensee and THINK450 may subsequently agree upon in writing. Alternatively, THINK450 may grant Potential Licensee a license, on terms and conditions to be mutually agreed upon, to use the name, image or likeness or other identifying feature of members of the NBPA in connection with a product or service based on the creative material. If Potential Licensee and THINK450 do not reach an agreement with respect to the terms of a license agreement or Potential Licensee and THINK450 are unable to agree upon the amount of compensation THINK450 will pay Potential Licensee, then Potential Licensee agrees to accept as full consideration for all rights of any kind an amount to be determined by THINK450 in good faith; but in no event to exceed the total sum of (i) \$2,000 if the submission is used for either a promotion or product or (ii) \$3,000 if the submission is used for both a promotion and a product. Potential Licensee agrees that Potential Licensee can suffer no damages in excess of this amount from THINK450’s or NBPA’s use of my creative material or for any other claim with respect to my creative material.
2. Potential Licensee declares that all of the important features of its submission are summarized in the Application and that Potential Licensee has not disclosed any other features to THINK450. Potential Licensee represents and warrants that the statements provided in its submission and the Application are true, accurate, complete and do not require any additional information to make the statements therein not misleading. Potential Licensee represents and warrants that no one else to its knowledge has any right in or to the creative material and use of the creative material by THINK450 or NBPA shall not require the approval of any third party or infringe on the rights (including, without limitation, intellectual property rights) of any third party. However, Potential Licensee recognizes that other persons, including, without limitation, THINK450’s own employees, may have submitted to THINK450 or to others or made public, or may in the future originate and submit, or make public, similar or identical creative material, which THINK450 may have the right to use, and Potential Licensee understands that Potential Licensee will not be entitled to any compensation because of THINK450’s use of other similar or identical creative material.
3. All disputes relating to my submission shall be governed by New York law. Any controversy arising as to whether THINK450 or NBPA used my submission, or relating to the Application or these Terms and Conditions, will be exclusively determined by arbitration, as provided by New York law and the JAMS Comprehensive Arbitration Rules & Procedures. The sole arbitrator will be a person experienced in the marketing of sports-related creative properties mutually selected by both Potential Licensee and THINK450 and/or NBPA; if Potential Licensee cannot agree, Potential Licensee will accept as arbitrator any person designated by the President of the Association of the Bar of the City of New York who will agree to arbitrate the controversy, in accordance with the rules of the JAMS Comprehensive Arbitration Rules & Procedures. The place of arbitration shall be New York, N.Y. The language of the arbitration shall be English. The arbitration award rendered by the arbitrator(s) shall be final and binding on the parties. The arbitrator’s decision shall be controlled by the Terms and Conditions and no award may exceed the appropriate amount specified in Paragraph 1. Judgment upon the award may be entered in any court having jurisdiction. Potential Licensee agrees that any action against THINK450 or NBPA must be brought within six months after THINK450’s or NBPA’s first use of my creative material or else such claim is barred.
4. Potential Licensee has retained a copy of its submission to THINK450 and release THINK450 from liability for loss or damage to the creative material.
5. The Application and the Terms and Conditions constitute THINK450 and Potential Licensee’s entire understanding regarding the creative material and Potential Licensee’s submission to THINK450. Any modification or waiver must be in writing, signed by both of THINK450 and Potential Licensee. The invalidity of any provision is not to affect the remaining provisions. The Application and these Terms and Conditions apply equally to any other submission which Potential Licensee may provide to THINK450, unless agreed in writing to the contrary at the time of submission.
6. No termination of the Application or these Terms and Conditions and no acts with respect to the submission (such as THINK450’s returning the submission to Potential Licensee) will be deemed to affect the respective rights set forth in Paragraphs 1 and 3 above (including, without limitation, those as to amount of compensation, agreement to arbitrate and time for bringing action) and all rights will survive any termination or acts.