



DIVISION

— 2 —

BRAND GUIDE
FORMAT CODE BL008

BL BRAND BTC STATIONERY 2024

QUALITY IS: GOOD | BETTER | BEST

**BIG
LOTS!**

12/2023

BL BRAND BTC STATIONERY

Artpack Introduction

BRAND: BIG LOTS

FORMAT CODE: BL008

Categories: Office Supplies, School Supplies, Hobby Tools, and Stationery

This Guide has been developed to provide Big Lots vendors with the information and resources needed to create packaging using our BIG LOTS BRAND. It includes:

1. BIG LOTS BTC GRAPHIC ELEMENT INFORMATION

Provides visual references as well as the BIG LOTS BTC color palette, an explanation of how to create the background, brand photography treatment standards, and a list of fonts used for the item description and other copy. Please note that we are not permitted to provide the fonts. Vendors must purchase the identified fonts or use acceptable, similar alternatives.

2. PRIMARY PACKAGING CHECKLIST

Big Lots defines "Primary Packaging" as product packaging that the consumer sees at the point of sale. Our Primary Packaging consistently includes elements such as a price label, item description, distribution clause and net quantity. It may also include other copy, photos, a UL, CSA or ETL logo and warning or caution statements. This section provides a brief description of each of these elements.

3. COLOR LAYOUTS

This section includes color layouts that show how the BIG LOTS BTC graphics and other primary packaging elements are applied to several common package types (Hang Tag, Acetate Box with Color Label, Color Label, Wrap Around Color Card, Header Card, Color Box, Color Box with Acetate Window, Backer Card, Black & White Label, U Card & PDQ). Note the relative size and placement of each element. These layouts are not production ready. Vendors must customize the layouts for each product, making sure to size elements proportionally.

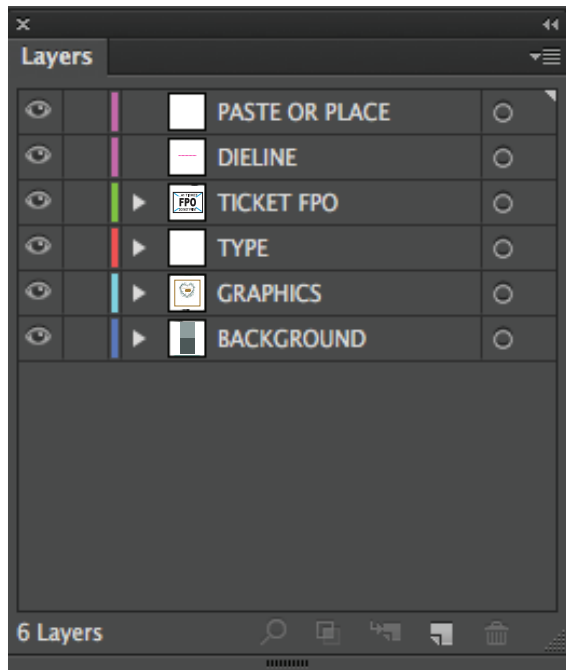
4. COMPUTER CREATED ART FILES

In addition to this Artpack, the package examples referenced will be made available in native Adobe Illustrator CC for use to create final artwork production files. Utilize the appropriate package form and proportions to create final artwork.

IF YOU HAVE QUESTIONS AFTER REVIEWING THIS ARTPACK, PLEASE REFER TO THE BIG LOTS VENDOR PACKAGING GUIDE, VERSION 5.0. YOU MAY ALSO SUBMIT QUESTIONS VIA E-MAIL TO packaging@biglots.com. Effective immediately all substrate standards specified in this Artpack supersedes the BIG LOTS VENDOR PACKAGING GUIDE, VERSION 5.0 minimum standards.

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Layer Naming and Organization in Adobe Illustrator



LAYER NAMING

We have created a small group of layers that are specifically labeled to assist vendors and designers in modifying elements in all documents. All Illustrator files will be built using this naming convention for ease of file revisions. You don't have to use every layer, however, you should not need to create any additional layers.

Layers can be rearranged in any order from top to bottom as needed.

PASTE OR PLACE is a blank layer used to paste elements from other files prior to moving them to the correct layer.

DIELINE TEMPLATE and print specifications should be placed on the same layer. Use Magenta for everything on this layer.

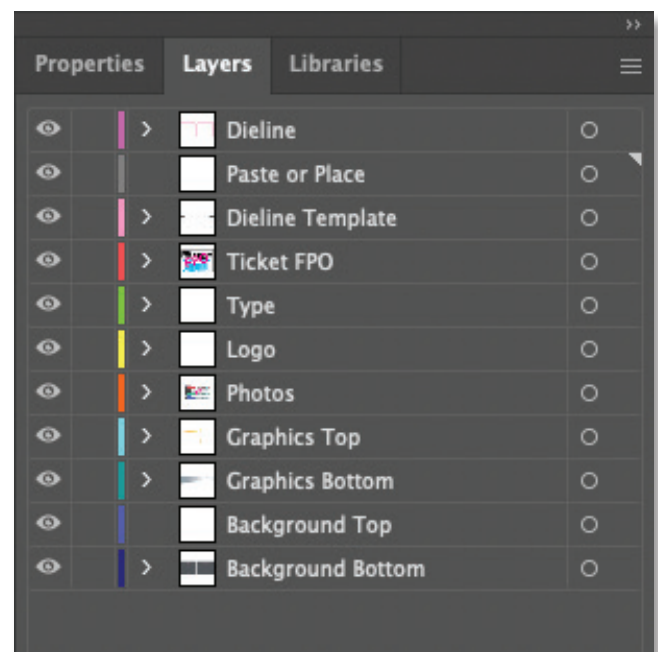
TICKET FPO layer is for the ticket or any other item that is for position only. No live print elements should be on this layer.

GRAPHICS layers should contain all graphics and design elements in the file. From simple color shapes to complex illustrations.

PHOTOS layer should contain all photos and clipping paths used with them.

TYPE should contain any live or grouped outline type.

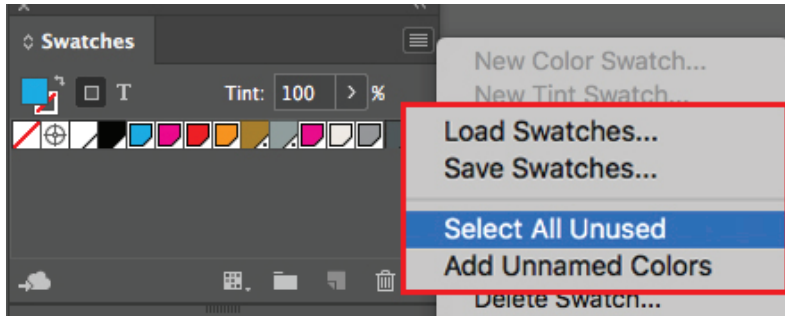
BACKGROUND layers should be the main colors used in background of the package or label. On occasion these may contain graphic or photo elements as needed.



BL BRAND BTC STATIONERY

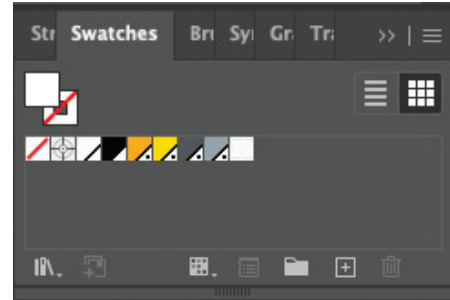
Color Palette and Separation Preview in Illustrator

Before



After

(colors specific to BIG LOTS BTC)



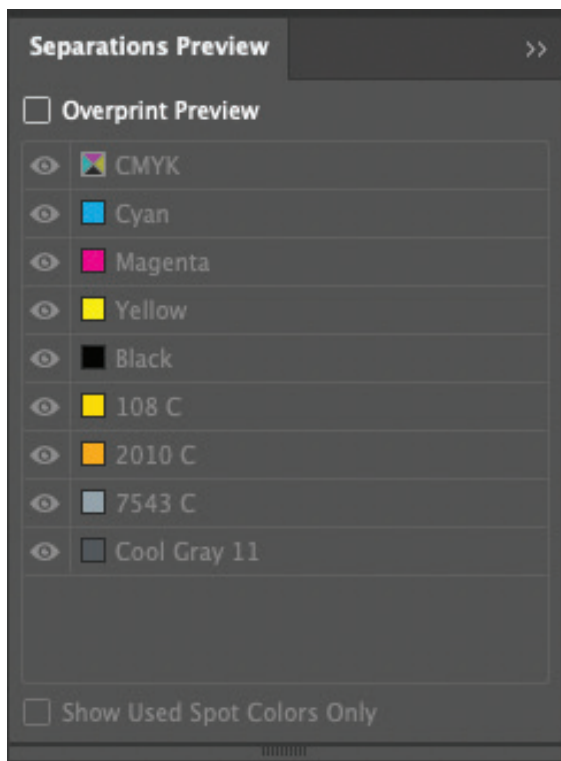
COLOR SWATCHES

"Select All Unused" color/pattern swatches and Delete from the file prior to releasing it to Big Lots.

Check the color mode of your file and the color swatches Colors as specified on page 5.

No RGB colors should be used.

Please make all template dielines magenta in color.



USE SEPARATIONS PREVIEW

As a quick file proofing check.

Separations Preview. This shows all colors used in the document on visible layers.

Check the overprint preview box then deselect each color to see what appears on each remaining color plate. This will reveal any elements that may be the wrong color.

UN-check the overprint preview and the file will return to a normal preview.

PLEASE READ:

**Big Lots will only accept Illustrator CC files.
NO PDF files will be accepted.**

BL BRAND BTC STATIONERY

Graphic Elements

LOGO(S)

PRIMARY LOGO



PDQ LOGO



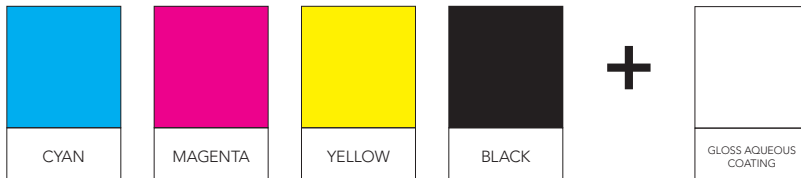
COLOR PALETTE (CMYK AND SPOT COLOR)

This format was created using the Pantone Color Palette shown below.

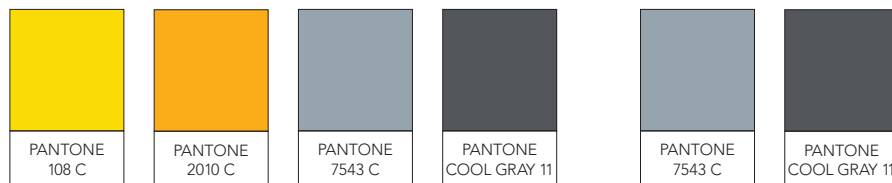
FOR ALL PACKAGING.

REQUIRED COLORS:

PANTONE PROCESS COLOR PALETTE



PANTONE SPOT COLOR PALETTE



(WITHOUT PHOTOGRAPHY)

(WITH PHOTOGRAPHY)

NOTE: For consistency across multiple vendors and products, it is imperative that colors be executed as indicated here. Converting spot colors to process is not acceptable unless permission is granted by Big Lots Packaging. If detected, you will be required to submit another print proof.

BL BRAND BTC STATIONERY

Graphic Elements

BACKGROUND:



PROVIDED AS AN ILLUSTRATOR FILE.

BL BRAND BTC STATIONERY

Graphic Element Executional Guidelines

FONTS

Please note that we are not permitted to provide the fonts. Vendors must purchase the identified fonts or use acceptable, similar alternatives.

SKETCHNOTE SQUARE: REGULAR – Use for Item Description - Uppercase

ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz

Sketchnote Square: Regular – Use for Item Net Quantity, Product Copy - Sentence Case

ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz

**Use for Warnings, RN#,
and Distributed by Clause.**

Helvetica Neue LT 65 Medium

ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz

Helvetica Neue LT 75 Bold

ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz

**NOTE: The distribution clause should be typeset in Helvetica Neue LT 65 Medium and 75 Bold, at 5 pt.
and should follow the 3-Line Format shown below:**

3-Line Format

Distributed by: Big Lots Stores, Inc.
P.O. Box 28523; Columbus, OH 43228-0523
V# 000000 MADE IN CHINA ITEM# 000000

(remember that the Country of Origin should be typeset in bold at 6 pt.)
Please modify V#, ITEM# and Country of Origin to match those listed on the Purchase Order for each item.

BL BRAND BTC STATIONERY

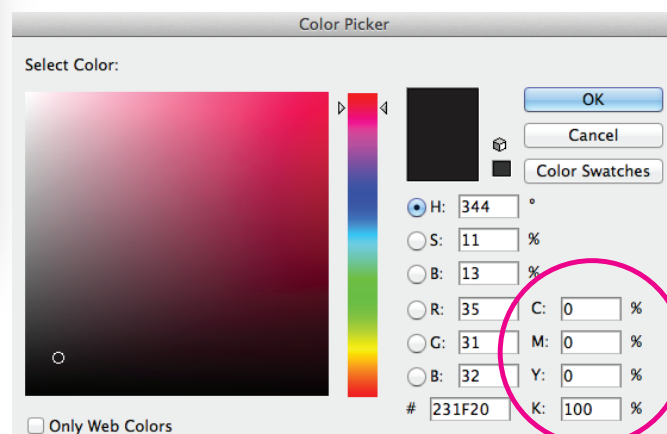
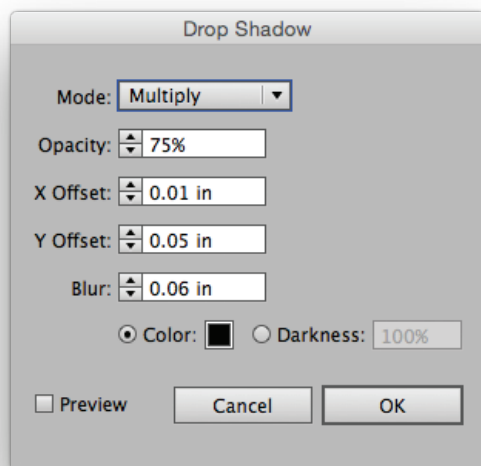
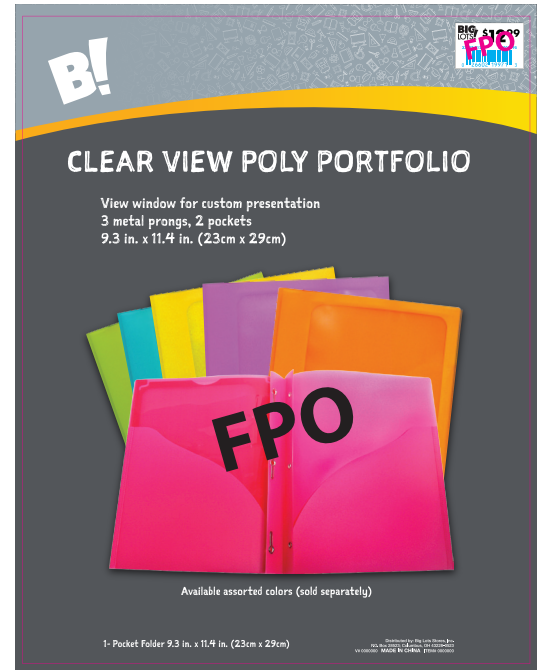
Photography

PRODUCT PHOTO USAGE

Product photos should be dropped out of their background. Even if photographed on a white background, please use Photoshop eps clipping paths.

Images on packaging should print CMYK and have drop shadows applied in Illustrator only (see specification below).

Photo size should be based on the amount of center panel space available. Images will share the gray panel area with feature copy, no copy over printing.



BL BRAND BTC STATIONERY

Primary Packaging Checklist

The following are key elements included on BIG LOTS BTC primary packaging:

1. PRICE LABEL

- Price labels are to be printed or placed in the upper, right-hand corner of the Principal Display Panel on most common package types (blister/backer card, color box, color label, header card). An exception to this rule is the hang tag. Price labels are to be printed or placed on the back of hang tags.
- If not printed directly on the package, allow enough space for the price label to be placed without covering copy or photos.
- Use the correct ticket type and size as indicated on the purchase order.

2. LOGO

Graphic elements of the BIG LOTS BTC brand logo are described on page 5 of this Guide.

3. TRADE NAME PROTECTION SYMBOL

N/A

4. HANG HOLE & SWIFT TAG HOLE

Refer to the hang hole specifications found on page 35 in the Packaging Quality section of the Big Lots Vendor Packaging Guide, 5.0. Hang holes must be at least 3/8 inch in diameter. Swift Tag Holes must be 1/8 inch in diameter.

5. ITEM DESCRIPTION

May also be referred to as "Identity" or "Product Name." This should accurately describe the item using descriptive words.

6. DISTRIBUTED BY

All packaging must include the name and place of business of the manufacturer, packer or distributor. Big Lots prefers to use a "Distributed By". We prefer that this information be printed in only one location on the package. The two most commonly used formats for the "Distributed By" are shown below. Note that the correct item number, vendor number and country of origin should also be included. The country of origin should be printed in all upper case letters, in a sans serif bold font, at least one point size larger than the address.

Address should be Helvetica Neue Lt, #65 Medium and #75 Bold, centered, no smaller than 5/7, no larger than 7/9.

3-Line Format

Distributed by: Big Lots Stores, Inc.
P.O. Box 28523; Columbus, OH 43228-0523
V# 000000 MADE IN CHINA ITEM# 000000

4-Line Format

Distributed by: Big Lots Stores, Inc.
P.O. Box 28523
Columbus, OH 43228-0523
V# 000000 MADE IN CHINA ITEM# 000000

BL BRAND BTC STATIONERY

Primary Packaging Checklist

7. PHOTOGRAPHS

If illustrations or photographs are required for a specific item, placement guidelines are provided on page 8.

8. WARNING/CAUTION STATEMENTS

Warning and caution statements must be printed in a sans serif font, must be clearly visible (not covered by product or other information) and must appear in legible type size (minimum 8 pt). The word "WARNING" must be in all upper case letters, in a sans serif, bold font, and must be preceded by the warning symbol (an exclamation point within a triangle).

NOTE: Some warning and safety information has specific size and placement requirements. Please adhere to these requirements. It is also the vendor's responsibility to ensure that all warning, caution and safety information required as a result of 3rd party testing is included on the packaging.

9. UL/ETL/CSA CLAUSE AND LOGO

If an electronic item is tested for safety and certified by either UL, ETL or CSA, the appropriate mark should be on packaging per the certifying body's guidelines.

Any text associated with above should be in sans serif font.

10. OTHER COPY

Key features not included as part of the item description should appear below the item description in a smaller type size. If the back of the package is being printed, additional information may also be included there.

11. PACKAGE STRUCTURE

Refer to the Import Product Data Sheet (IPDS) for specific package structure requirements. Additional information may also be found in the "Packaging Quality" section of the *Big Lots Vendor Packaging Guide, 5.0*.

12. NET QUANTITY/WEIGHTS & MEASURES STATEMENT

Size, quantity or weight of an item (or a combination of these) may be included in this statement. Refer to the "Labeling Requirements" section of the *Big Lots Vendor Packaging Guide, 5.0* for further information. The symbols for feet (') and inches (") may not be used in the net quantity statement. See page 26 of the Packaging Guide referenced above for a list of acceptable abbreviations.

ADDITIONAL REQUIREMENTS – PLEASE READ

When submitting layouts for review and approval, include reference photos of the final package form for our evaluation of the entire package structure and label combined.

To keep to the 10 day turnaround time, layouts must be submitted as individual documents (1 layout per) due to internal e-proofing.

BL BRAND BTC STATIONERY

Hang Tag (HT)

3 in. x 2-1/8 in. Hang Tag

1. **PRICE LABEL**
Printed or placed in the upper, right-hand corner of the front panel of the Hang Tag.
2. **LOGO**
3. **TRADE NAME PROTECTION SYMBOL**
N/A
4. **HANG HOLE**
Must be 1/8 inch in diameter.
5. **ITEM DESCRIPTION**
6. **DISTRIBUTION CLAUSE**
Preferred location is the lower half on the back of the Hang Tag.
7. **PHOTOGRAPHS AND ILLUSTRATIONS**
N/A
8. **WARNING/CAUTION**
May be placed on the back of the Hang Tag, if not legally required to appear on the principal display panel (front).
9. **UL/ETL/CSA CLAUSE AND LOGO**
N/A
10. **OTHER COPY**
12. **NET QUANTITY/WEIGHTS & MEASURES STATEMENT**
If required, must be placed on the lower area on the front of the Hang Tag and must include both English standard and metric measure.



REQUIRED SUBSTRATE:

250 gsm, C2S (coated 2 sided) with
UV Gloss Finish.

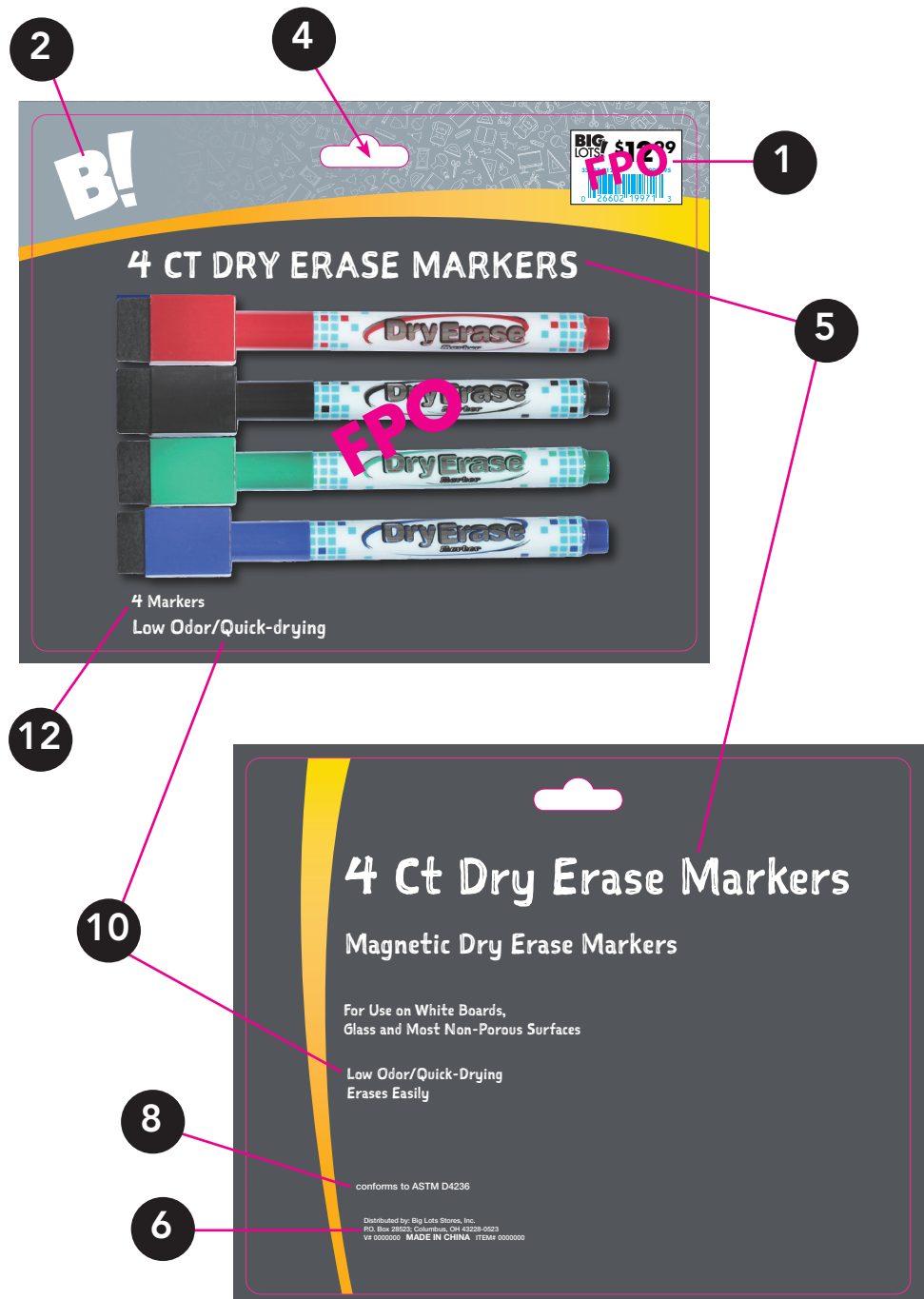
Use white/clear swift tags to
attach to product.

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Backer Card (BC)

6-3/4 in. x 5-3/8 in. Backer Card

1. **PRICE LABEL**
Printed or placed in the upper right-hand corner of the front of the Backer Card.
2. **LOGO**
3. **TRADE NAME PROTECTION SYMBOL**
N/A
4. **HANG HOLE**
N/A
5. **ITEM DESCRIPTION**
6. **DISTRIBUTION CLAUSE**
Printed on the back, bottom panel of the Backer Card.
7. **PHOTOGRAPHS AND ILLUSTRATIONS**
N/A
8. **WARNING/CAUTION**
May be placed on the back panel of the Backer Card, if not legally required to appear on the principal display panel (front).
9. **UL/ETL/CSA CLAUSE AND LOGO**
N/A
10. **OTHER COPY**
12. **NET QUANTITY/WEIGHTS & MEASURES STATEMENT**
If required, must be placed on the lower area on the front of the Backer Card and must include both English standard and metric measure.



REQUIRED SUBSTRATE:
350 gsm, C1S (coated 1 sided).

NOTE: Distributed by clause and any warnings are to be printed on back of backer card.

BL BRAND BTC STATIONERY

Insert (I) for Poly Portfolio

8-3/8 in. x 10-11/16 in. Color Insert

1. **PRICE LABEL**
Printed or placed in the upper right-hand corner of the front of the Insert.
2. **LOGO**
3. **TRADE NAME PROTECTION SYMBOL**
N/A
4. **HANG HOLE**
N/A
5. **ITEM DESCRIPTION**
6. **DISTRIBUTION CLAUSE**
Printed on the bottom panel of the Insert.
7. **PHOTOGRAPHS AND ILLUSTRATIONS**
See guidelines on page 8.
8. **WARNING/CAUTION**
Must be placed on the lower, front of the Insert.
9. **UL/ETL/CSA CLAUSE AND LOGO**
N/A
10. **OTHER COPY**
12. **NET QUANTITY/WEIGHTS & MEASURES STATEMENT**
If required, must be placed on the lower area on the front of the Insert and must include both English standard and metric measure.



REQUIRED SUBSTRATE:

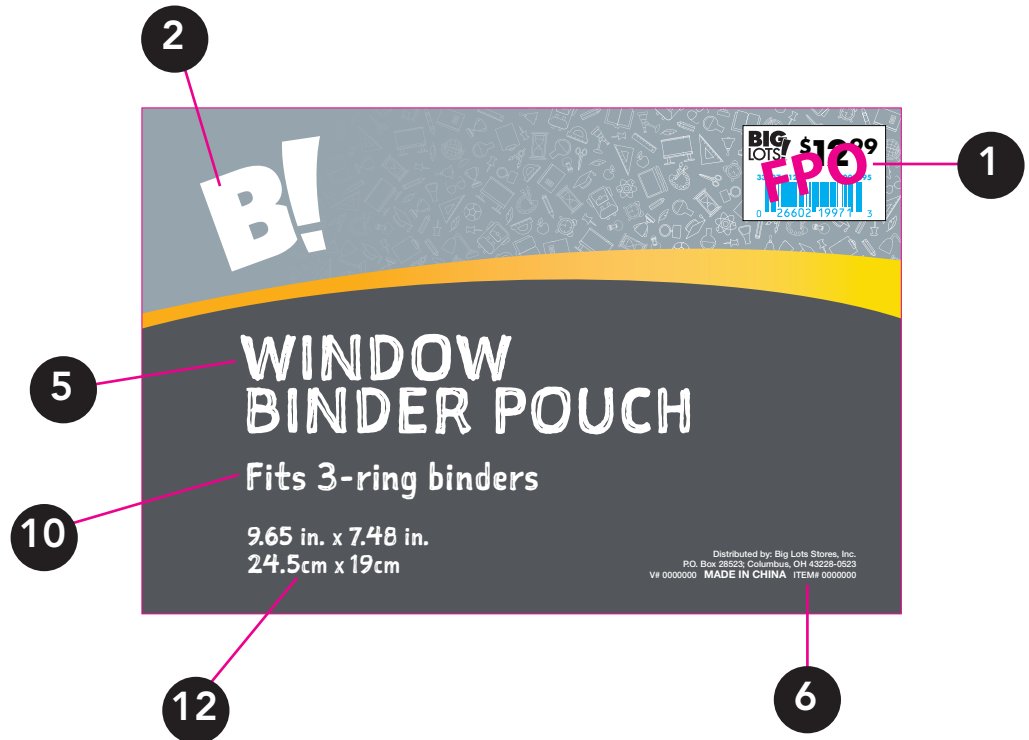
300 gsm, C1S (coated 1 sided) on front with UV Gloss Finish.

BL BRAND BTC STATIONERY

Insert (I)

4 in. x 6 in. Color Insert

1. **PRICE LABEL**
Printed or placed in the upper right-hand corner of the front of the Insert.
2. **LOGO**
3. **TRADE NAME PROTECTION SYMBOL**
N/A
4. **HANG HOLE**
N/A
5. **ITEM DESCRIPTION**
6. **DISTRIBUTION CLAUSE**
Printed on the bottom panel of the Insert.
7. **PHOTOGRAPHS AND ILLUSTRATIONS**
N/A
8. **WARNING/CAUTION**
Must be placed on the lower, front of the Insert.
9. **UL/ETL/CSA CLAUSE AND LOGO**
N/A
10. **OTHER COPY**
12. **NET QUANTITY/WEIGHTS & MEASURES STATEMENT**
If required, must be placed on the lower area on the front of the Insert and must include both English standard and metric measure.



REQUIRED SUBSTRATE:

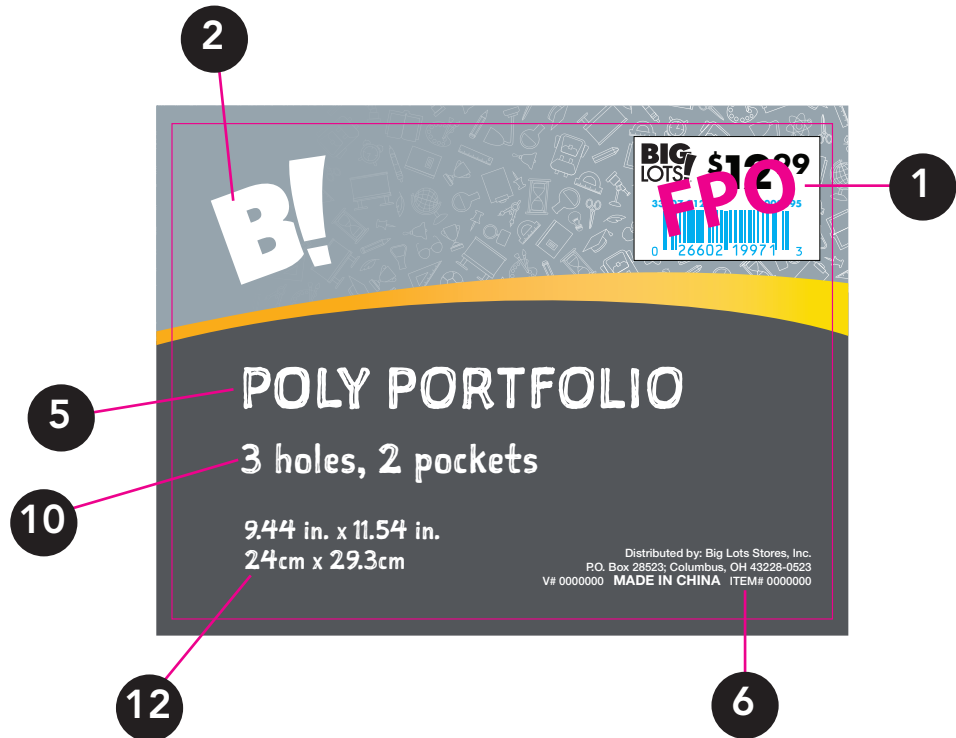
300 gsm, C1S (coated 1 sided) on front with UV Gloss Finish.

BL BRAND BTC STATIONERY

Color Label (CL)

4 in. x 3 in. Color Label

1. **PRICE LABEL**
Printed or placed in the upper right-hand corner of the front of the Color Label.
2. **LOGO**
3. **TRADE NAME PROTECTION SYMBOL**
N/A
4. **HANG HOLE**
N/A
5. **ITEM DESCRIPTION**
6. **DISTRIBUTION CLAUSE**
Preferred location is on the lower front of the Color Label.
7. **PHOTOGRAPHS AND ILLUSTRATIONS**
N/A
8. **WARNING/CAUTION**
Must be placed on the lower, front of the Color Label.
9. **UL/ETL/CSA CLAUSE AND LOGO**
N/A
10. **OTHER COPY**
12. **NET QUANTITY/WEIGHTS & MEASURES STATEMENT**
If required, must be placed on the lower area of the Color Label and must include both English standard and metric measure.



REQUIRED SUBSTRATE:

80 gsm, Fascote Extra Permanent
(Avery Dennison)

BL BRAND BTC STATIONERY

Header Card (HC)

1. **PRICE LABEL**
Printed or placed in the upper, right-hand corner of the front panel of the Header Card.
2. **LOGO**
3. **TRADE NAME PROTECTION SYMBOL**
N/A
4. **HANG HOLE**
N/A
5. **ITEM DESCRIPTION**
6. **DISTRIBUTION CLAUSE**
Printed on the back, bottom panel of the Header Card.
7. **PHOTOGRAPHS AND ILLUSTRATIONS**
N/A
8. **WARNING/CAUTION**
May be placed on the back panel of the Header Card, if not legally required to appear on the principal display panel (front).
9. **UL/ETL/CSA CLAUSE AND LOGO**
N/A
10. **OTHER COPY**
12. **NET QUANTITY/WEIGHTS & MEASURES STATEMENT**
If required, must be placed on the lower area on the front of the Header Card and must include both English standard and metric measure.



REQUIRED SUBSTRATE:

350 gsm, C1S (coated 1 sided).

BL BRAND BTC STATIONERY

Shrink Wrap with Label (SWL) for Paper - Small

1. PRICE LABEL

Printed or placed in the upper, right-hand corner of the front of the label.

2. LOGO

3. TRADE NAME PROTECTION SYMBOL

N/A

4. HANG HOLE

N/A

5. ITEM DESCRIPTION

6. DISTRIBUTION CLAUSE

Preferred location is on the lower half on the front of the label.

7. PHOTOGRAPHS AND ILLUSTRATIONS

N/A

8. WARNING/CAUTION

Must be placed on the lower, front of the label.

9. UL/ETL/CSA CLAUSE AND LOGO

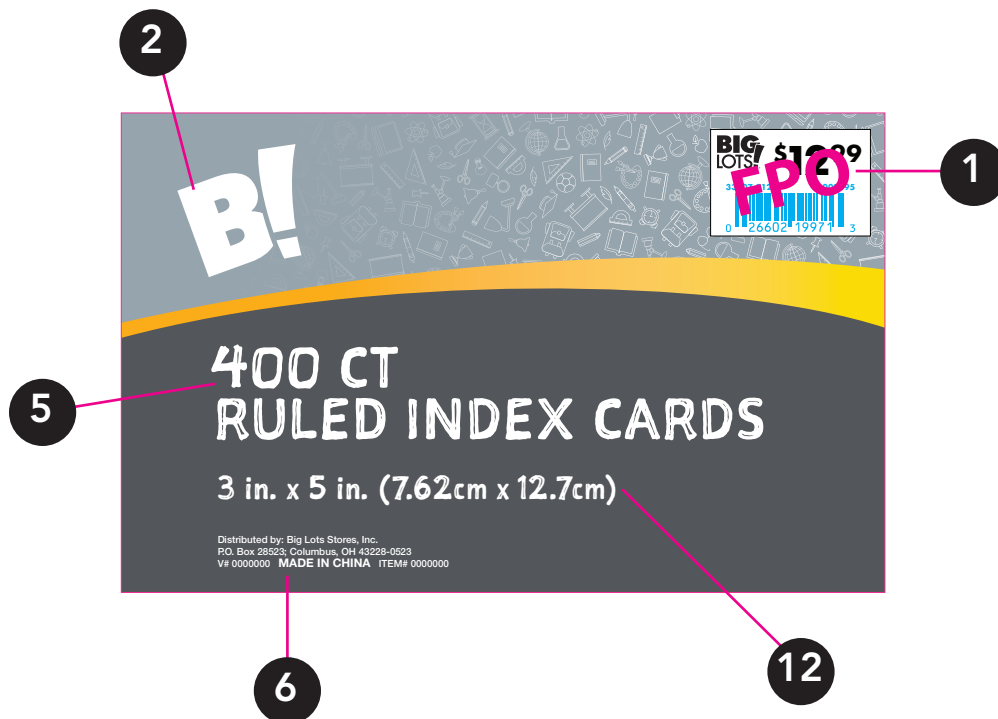
N/A

10. OTHER COPY

12. NET QUANTITY/WEIGHTS & MEASURES STATEMENT

If required, must be placed on the lower area on the front of the label and must include both English standard and metric measure.

5-3/8 in. x 3-3/8 in. Shrink Wrap Label



REQUIRED SUBSTRATE:

80 gsm, Fascote Extra Permanent
(Avery Dennison)

BL BRAND BTC STATIONERY

Shrink Wrap with Label (SWL) for Paper - Large

1. PRICE LABEL

Printed or placed in the upper, right-hand corner of the front of the label.

2. LOGO

3. TRADE NAME PROTECTION SYMBOL

N/A

4. HANG HOLE

N/A

5. ITEM DESCRIPTION

6. DISTRIBUTION CLAUSE

Preferred location is on the lower half on the front of the label.

7. PHOTOGRAPHS AND ILLUSTRATIONS

N/A

8. WARNING/CAUTION

Must be placed on the lower, front of the label.

9. UL/ETL/CSA CLAUSE AND LOGO

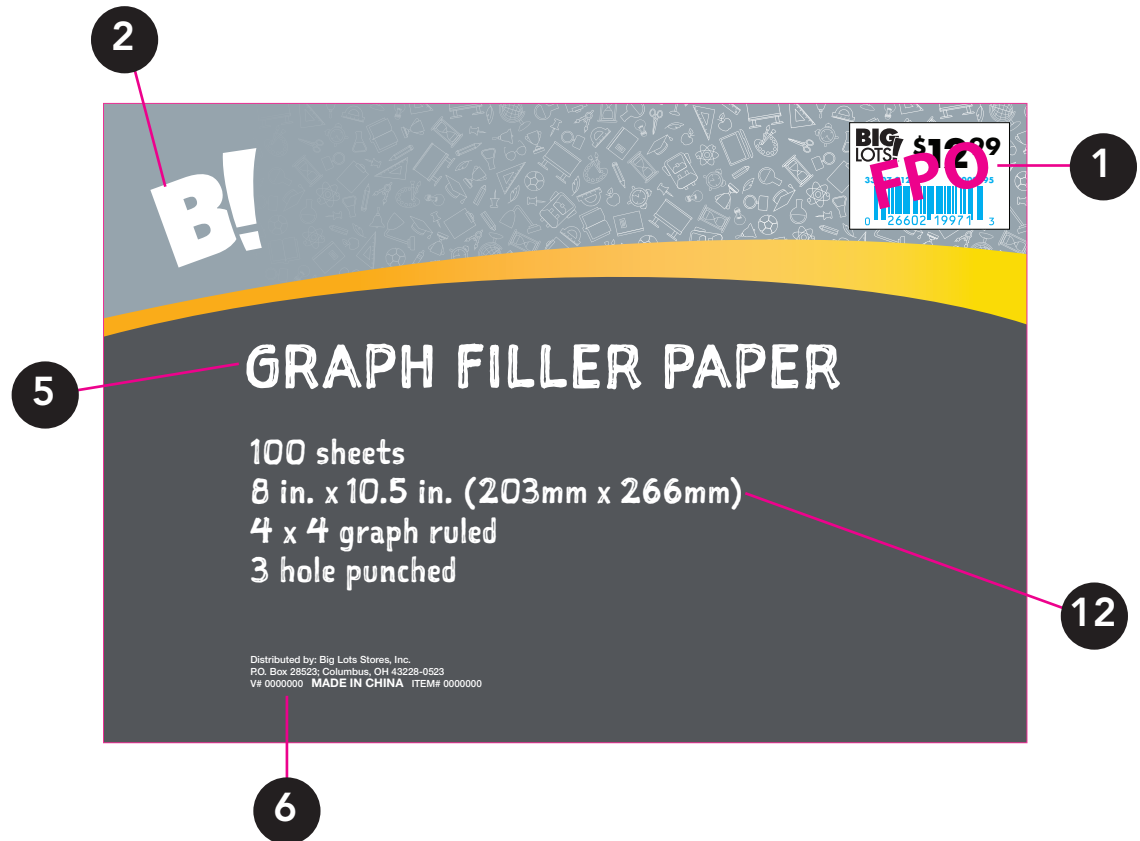
N/A

10. OTHER COPY

12. NET QUANTITY/WEIGHTS & MEASURES STATEMENT

If required, must be placed on the lower area on the front of the label and must include both English standard and metric measure.

6-1/2 in. x 4-1/2 in. Shrink Wrap Label



REQUIRED SUBSTRATE:

80 gsm, Fascote Extra Permanent
(Avery Dennison)

BL BRAND BTC STATIONERY

Color Label (CL) for D-Ring Binder

1. **PRICE LABEL**
N/A
2. **LOGO**
3. **TRADE NAME PROTECTION SYMBOL**
N/A
4. **HANG HOLE**
N/A
5. **ITEM DESCRIPTION**
6. **DISTRIBUTION CLAUSE**
Preferred location is on the bottom front of the Color Label.
7. **PHOTOGRAPHS AND ILLUSTRATIONS**
N/A
8. **WARNING/CAUTION**
Must be placed on the lower, front of the Color Label.
9. **UL/ETL/CSA CLAUSE AND LOGO**
N/A
10. **OTHER COPY**
12. **NET QUANTITY/WEIGHTS & MEASURES STATEMENT**
If required, must be placed on the lower area of the Color Label and must include both English standard and metric measure.



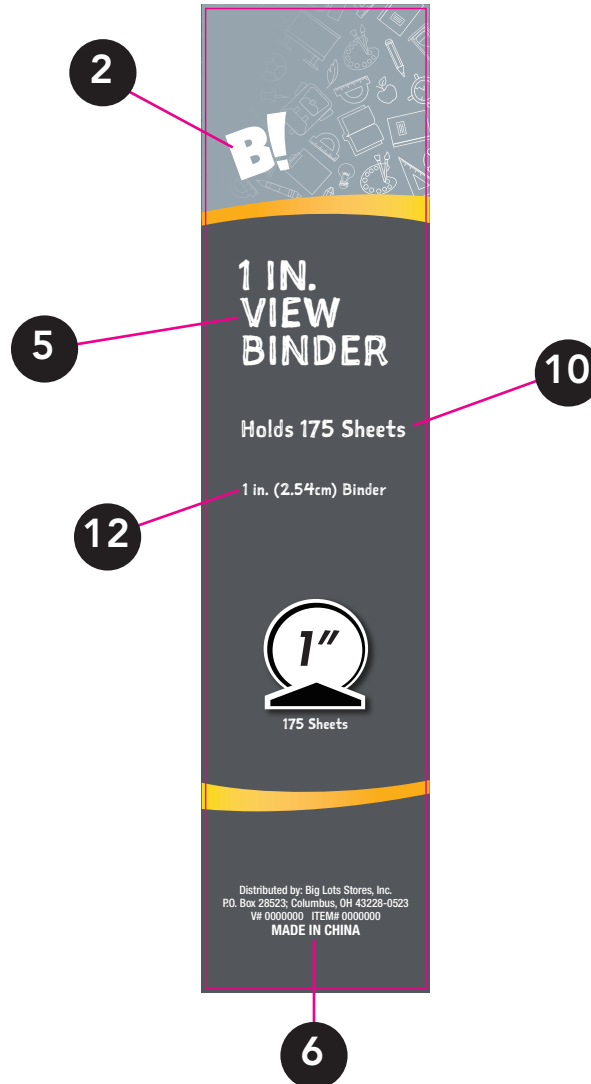
REQUIRED SUBSTRATE:

80 gsm, Fascote Extra Permanent
(Avery Dennison)

BL BRAND BTC STATIONERY

Color Label (CL) for O-Ring Binder

1. **PRICE LABEL**
N/A
2. **LOGO**
3. **TRADE NAME PROTECTION SYMBOL**
N/A
4. **HANG HOLE**
N/A
5. **ITEM DESCRIPTION**
6. **DISTRIBUTION CLAUSE**
Preferred location is on the bottom front of the Color Label.
7. **PHOTOGRAPHS AND ILLUSTRATIONS**
N/A
8. **WARNING/CAUTION**
Must be placed on the lower, front of the Color Label.
9. **UL/ETL/CSA CLAUSE AND LOGO**
N/A
10. **OTHER COPY**
12. **NET QUANTITY/WEIGHTS & MEASURES STATEMENT**
If required, must be placed on the lower area of the Color Label and must include both English standard and metric measure.



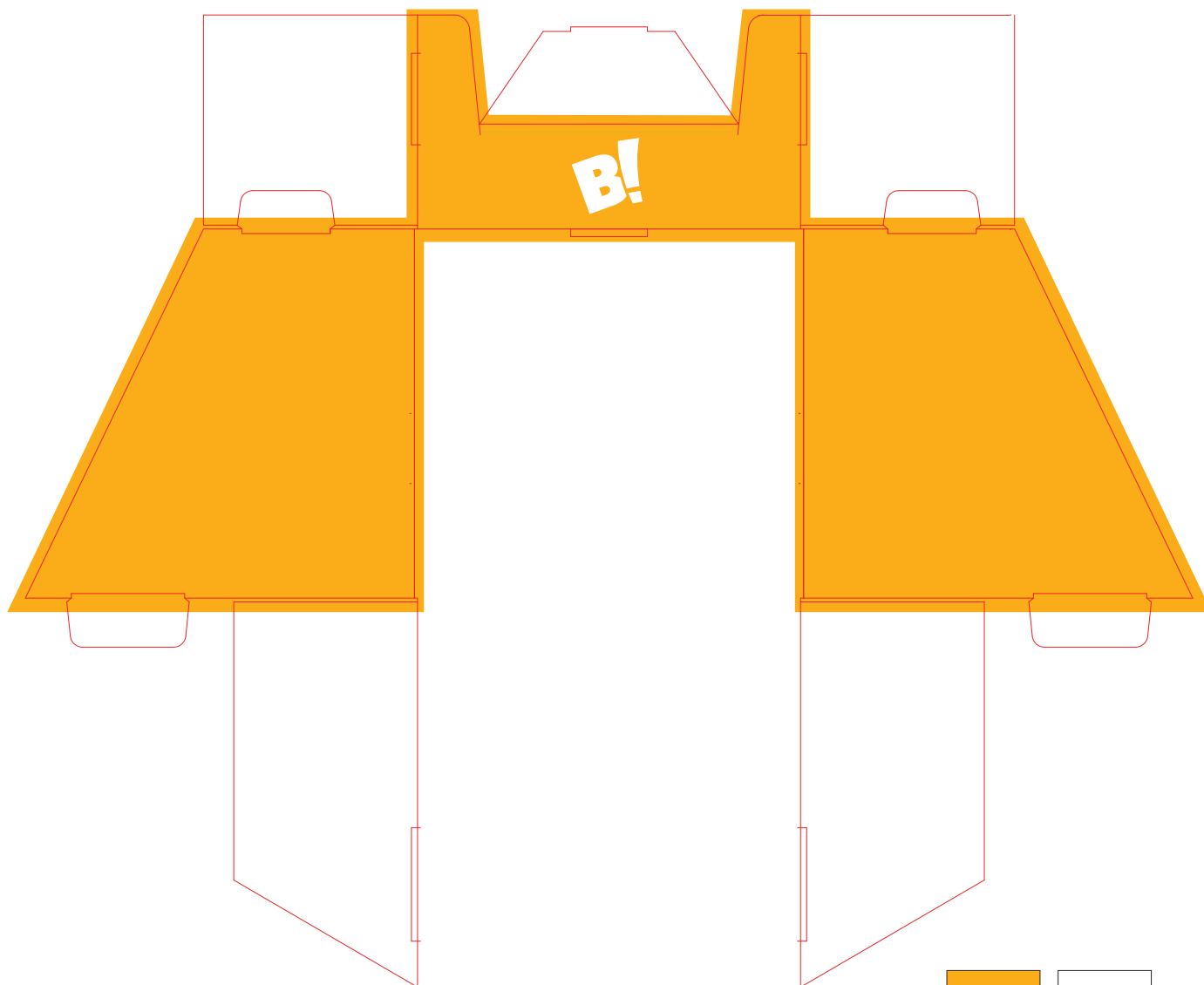
REQUIRED SUBSTRATE:

80 gsm, Fascote Extra Permanent
(Avery Dennison)

BL BRAND BTC STATIONERY PDQ

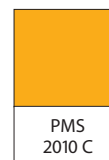
The PDQ artcode for this brand is: PDQBL008

Logo only.



IMPORTANT INFORMATION

REQUIRED SUBSTRATES:
Minimum requirement is B-Flute Corrugate.



BL BRAND BTC STATIONERY

Trademark Sublicense Agreement Form

Vendors are required to complete and return a Trademark Sublicense Agreement from (pages 23 to 27) for items using our BIG LOTS brand on packaging. The Agreement gives permission to the vendor to use BIG LOTS, and explains use limitations.

On the first page, please state vendor name and vendor number in the spaces provided at the top. Then list the item description and number of each item packaged in the BIG LOTS brand.

If the Big Lots distribution clause is being used on packaging, vendor does not have to complete the second page. The last page must be completed and signed by the vendor. A copy of the completed form (total, four pages), with appropriate signature, must be e-mailed to packaging@biglots.com. In the e-mail subject area, please type: BIG LOTS Trademark Sublicense Agreement form.

Vendor:

Vendor Number:

TRADEMARK SUBLICENSE AGREEMENT

This Trademark Sublicense Agreement ("Agreement") contains a sublicense from Big Lots Stores, Inc., an Ohio corporation having its principal place of business at 300 Phillipi Road, Columbus, Ohio 43228 ("Big Lots"), for use of Big Lots' trademarks ("Trademarks") (as depicted on the attached Exhibit A) and will only become effective upon your assent to all terms herein, as evidenced by your execution of this Agreement. If you do not accept all terms of this Agreement, you shall not be permitted to use the Trademarks for any purpose or have any other right in the Trademarks or goods bearing the Trademarks. You, the company or organization set forth below, are referred to as the "Sublicensee" in this Agreement.

1. SUBLICENSE.

(a) Sublicense Grant. Upon the acceptance of this Agreement, Big Lots grants to Sublicensee, and Sublicensee accepts, a nonexclusive, nontransferable, personal right to use, under the express terms of this Agreement Trademarks for the sole purposes of labeling goods ordered by Big Lots with a valid purchase order placed by Big Lots. Notwithstanding the Sublicense granted herein, Vendor shall only be provided with and may use artwork relevant to those products for which a Purchase Order has been issued.

(b) Additional Sublicensee Restrictions. Nothing in this Agreement shall give Sublicensee any right, title or interest in the Trademarks, including trade dress, copyrights, package design or any other property right, (or any other trademark or right of Big Lots or its affiliated companies), other than the sublicense rights expressly granted in Subsection 1(a) above. Sublicensee shall not assign, transfer or sublicense this Agreement (or any right granted herein) without the prior written consent of Big Lots. Sublicensee agrees not to use the Trademarks in any way that would disparage or injure Big Lots' reputation for high quality. ADDITIONALLY, LICENSEE AGREES THAT GOODS MANUFACTURES AND/OR LABELED BY SUBLICENSEE SHALL NOT DEEMED AUTHORIZED OR GENUINE GOODS UNTIL: (1) BIG LOTS HAS EXPRESSLY DECLARED SUCH GOODS TO BE GENUINE IN WRITING, OR (2)(i) BIG LOTS HAS RECEIVED SUCH GOODS AT ITS DISTRIBUTION CENTER. (ii) HAS INSPECTED THE GOODS TO CERTIFY THEIR QUALITY AND (iii) THE GOODS ARE NOT MATERIALLY DIFFERENT IN ANY MANNER FROM GOODS EXPRESSLY AUTHORIZED BY BIG LOTS PREVIOUSLY.

2. DISTRIBUTION LABEL. If applicable, for the mutual benefit of the parties, Big Lots hereby grants Sublicensee permission to print the following text on the packaging of goods to be sold only in Big Lots' stores in connection with the Trademark(s) specified below:

DISTRIBUTED BY BIG LOTS STORES, INC. P.O. BOX 28523
COLUMBUS, OHIO 43228-0523 MADE IN _____
V#0000 ITEM #0000

3. ADDITIONAL USE RESTRICTIONS & GUIDELINES.

(a) The Trademarks may be used only to identify Big Lots as the source of Big Lots goods, as specifically provided in Subsection 1(a) above.

(b) Sublicensee may use the Trademarks so long as such use complies with this Agreement, including:

- (i) Sublicensee shall only use the Trademarks on goods sold or provided directly to Big Lots and not in any other manner;
- (ii) The Trademarks must appear exactly as provided by Big Lots' direction and not in any other manner;
- (iii) The Trademarks shall not be altered in any way, including but not limited to, skewing, changing the color, rotating, separating logo elements or changing a typeface;
- (iv) Sublicensee may reproduce the Trademarks only as expressly permitted by this Agreement;
- (v) Sublicensee may not display the Trademarks in any manner that implies affiliation with, sponsorship, or endorsement by any person, company or organization other than Big Lots;

- (vii) Sublicensee may not display the Trademarks in any manner that disparages Big Lots or its goods and services, infringes Big Lots' intellectual property, or violates any state, federal, or international laws; and
- (vii) Sublicensee shall adhere to all quality control standards imposed by Big Lots.

(c) Protecting the Trademarks. Sublicensee acknowledges Big Lots' rights in and/or ownership of (and/or its affiliated companies' rights in and/or ownership of) the Trademarks. Sublicensee shall not use the Trademarks in a manner that derogates from Big Lots' and its affiliated companies' rights in the Trademarks and will take no action that will interfere with or diminish Big Lots' and its affiliated companies' rights in the Trademarks. All uses of the Trademarks by Sublicensee will inure to the benefit of Big Lots and its affiliated companies. Sublicensee will not use the Trademarks in any way as an endorsement or sponsorship by Big Lots of a third party or Sublicensee product, website, service, information or other content.

3. ADDITIONAL USE RESTRICTIONS & GUIDELINES.

(a) Standard. Sublicensee agrees to maintain the quality of Sublicensee's use of the Trademarks that meets or exceeds industry standards.

(b) Inspection. Upon reasonable request from Big Lots, Sublicensee shall notify Big Lots of all of Sublicensee's use of the Trademarks and furnish Big Lots with suitable specimens of Sublicensee's use of the Trademarks. Big Lots may review Sublicensee's use of the Trademarks periodically to evaluate Sublicensee's compliance with the quality standards provided by Big Lots and as described in this Agreement. Sublicensee shall immediately remedy any deficiencies in its use of the Trademarks, upon discovery of the same or upon notice from Big Lots and destroy all goods and packaging bearing the Trademarks in contradiction to this Agreement.

(c) Sublicensee's Liability. Sublicensee shall fully indemnify, defend (at Big Lots' option) and hold harmless Big Lots from and against any claims relating to Sublicensee's use of the Trademarks that does not comply with this Agreement or any state, federal or international law or regulation.

5. LIMITATION OF LIABILITY. BIG LOTS MAKES NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE TRADEMARKS OR THE RELATED GOODS. IN NO EVENT SHALL BIG LOTS BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES (INCLUDING LOSS OF BUSINESS PROFITS) ARISING FROM OR RELATED TO SUBLICENSEE'S USE OF THE TRADEMARKS, EVEN IF BIG LOTS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ALL CASES, BIG LOTS' AGGREGATE LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES NOT TO EXCEED US\$1,000.00.

6. TERM AND TERMINATION. The date of acceptance of this Agreement by Sublicensee shall be the Effective Date of this Agreement. The term of this Agreement shall be for a period of one (1) month from the Effective Date and will automatically renew for successive one (1) month terms until either party gives the other party thirty (30) days prior written notice of termination. Big Lots shall have the right to immediately terminate this Agreement with cause if it determines, in its sole discretion, that Sublicensee is not using the Trademarks in compliance with this Agreement. Any violation of this Agreement by Sublicensee or other misuse of the Trademarks or Big Lots' (or its affiliated companies') other intellectual property rights shall automatically and immediately terminate this Agreement, with or without notice from Big Lots. From and after termination or expiration of this Agreement, Sublicensee shall cease and desist from all use of the Trademarks and shall immediately destroy all goods and packaging bearing the Trademarks.

7. NOTICES. All notices under this Agreement shall be in writing and shall be deemed given if sent by:

(a) confirmed facsimile or electronic mail to Sublicensee at the facsimile number or e-mail address set forth below,

(b) overnight courier, with confirmation of receipt, to Big Lots Stores, Inc., at 300 Phillipi Road, Columbus, Ohio, USA 43228, Attention: Package Design Department, with a copy to Big Lots' General Counsel at the same address.

8. MISCELLANEOUS. The parties agree that, in lieu of any royalty for use of the Trademarks, Sublicensee will factor the value of its use of the Trademarks in connection with this Agreement into the purchase price of the related goods being charged to Big Lots. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and shall not be amended except by a written agreement subsequent to the Effective Date and signed by authorized representatives of each party. This Agreement shall not modify any purchase order placed by Big Lots to Sublicensee or its affiliates, but the terms of this Agreement shall prevail in the event, and only to the extent, that they conflict with the express terms of a Big Lots purchase order. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. Sublicensee hereby consents to the exclusive jurisdiction and venue in the state and federal courts sitting in Franklin County, Ohio, USA, and waives all objections to lack of personal jurisdiction and an inconvenient forum. If either party employs attorneys to enforce any rights arising out of or related to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs, and other expenses. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect. This Agreement shall not be construed as creating a partnership, joint venture or agency relationship or as granting a franchise. This Agreement is made in Columbus, Ohio, USA, as of the date written below by an officer of the Sublicensee authorized to execute contracts of this nature on behalf of his/her company.

(Signature Page Follows)

(Trademark Sublease Agreement)

AGREED AND ACCEPT BY SUBLICENSEE:

By: _____

Title: _____

Company: _____

Effective Date: _____

Address: _____

AGREED AND ACCEPT BY SUBLICENSEE:

By: _____

Title: _____

Company: _____

Facsimile: _____

Email: _____



EXHIBIT (A) 8.28.17