



CODE OF CONDUCT

(UPDATED MARCH 2011)

I. Introduction

Little Kids Rock (“LKR”) strives to conduct its business in accordance with the highest ethical standards and in compliance with all applicable governmental laws, rules and regulations. LKR believes that it is imperative that everyone acting on LKR’s behalf behaves in an honest and ethical manner at all times in connection with their service to LKR. The principles of integrity, accountability and fair dealing are the cornerstone of LKR’s business, and are critical to its future success.

The following information constitutes LKR’s Code of Conduct, which applies to all LKR officers, directors, employees, and independent contractors or anyone else acting publicly on behalf of LKR. This Code of Conduct cannot anticipate every possible situation or cover every topic in detail. If you have a question about a topic covered in this Code of Conduct or a concern regarding any improper conduct, please contact your immediate supervisor. If you are uncomfortable talking with your immediate supervisor, you may contact any member of LKR’s senior management with concerns or questions regarding this Code of Conduct.

After you have read this Code of Conduct and are satisfied that you understands its contents, please sign the acknowledgement on the last page and return the signed acknowledgement to LKR.

II. Compliance with Applicable Laws

LKR is committed to conducting its business in strict compliance with all applicable governmental laws, rules and regulations, including but not limited to laws, rules and regulations related to labor, employment and workplace safety matters. Everyone acting on LKR’s behalf is expected at all times to conduct his or her activities on behalf of LKR in accordance with this principle. Any violation of applicable laws, rules or regulations by anyone acting on LKR’s behalf should be reported immediately to a member of LKR’s senior management.

III. Inappropriate Conduct in the Workplace

LKR has a “zero tolerance” policy for sexual harassment or harassment based on race, color, religion, veteran’s status, gender, marital status, national origin, ethnicity, disability, age, sexual orientation or any other basis proscribed by applicable law. Discriminatory treatment, including

sexual harassment and harassment based on a person's race, age or other protected status, is strictly prohibited.

Unlawful harassment may occur not only as a result of conduct by supervisors, but also due to conduct by fellow employees and, under some circumstances, by customers, vendors, consultants, visitors and independent contractors. Unlawful harassment can take place in the office or in work-related settings outside the workplace, such as during business trips, business meetings and business-related social events. This policy applies with equal force to conduct in all such settings.

Sexual harassment may exist where compensation or other employment benefits are conditioned on granting sexual favors. Sexual harassment also may exist where there is a hostile work environment caused by unwanted sexual advances or unwanted visual, verbal or physical conduct of a sexual nature.

Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature are sexual harassment when:

- submission to the conduct is made, either explicitly or implicitly, a term or condition of the individual's employment;
- submission to or rejection of the conduct by an individual is used as the basis for employment decisions affecting the individual; or
- the conduct has the purpose or effect of unreasonably interfering with the individual's work performance or creating an intimidating, hostile or offensive working environment.

A. Specific Examples of Inappropriate Work-Related Conduct

Below are some examples of things you may not do. The list is not exhaustive. LKR expects everyone acting on its behalf to observe the spirit as well as the letter of the harassment-free workplace policy. For example, you may not do any of the following:

- ask for dates, or make sexual advances, where it is clear, or becomes clear, that the overture is unwelcome;
- threaten or engage in retaliation after an overture or inappropriate conduct is rejected or in response to the reporting of such conduct;
- display sexually offensive or explicit objects, pictures, magazines, cartoons, screensavers or posters, or engage in any other conduct that is likely to make people of a particular sex, race, religion, sexual orientation or other protected class feel unwelcome, such as creating or forwarding suggestive or offensive jokes, cartoons, letters, notes or invitations, whether transmitted by email or otherwise;
- engage in any conduct of an overtly sexual nature, whether welcome or unwelcome;

- engage in inappropriate or threatening physical conduct, such as unwanted touching or impeding or blocking another person's movements; or
- make inappropriate statements concerning a person's race, color, religion, national origin, disability, age or sexual orientation, or inappropriate statements of a sexual nature, such as comments about an individual's body or appearance or intrusive questions or comments.

B. Supervisor/Subordinate Relationship

LKR recognizes that consenting romantic or sexual relationships may develop between a supervisor and subordinate (whether such supervision is direct or indirect). These relationships frequently lead to complications and significant difficulties for the supervisor, the subordinate, others in the workplace and LKR. If a consenting romantic or sexual relationship between a supervisor and a direct or indirect subordinate develops, LKR requires the supervisor to disclose this information to LKR's Human Resources Department to ensure that there are no issues of actual or apparent favoritism, conflicts of interest, sexual harassment or any other negative impact on others in the work environment.

Upon being informed or learning of the existence of such a relationship, LKR will take steps that it deems appropriate to protect the workplace environment.

IV. Conflicts of Interest

A "conflict of interest" exists anytime a person acting on LKR's behalf faces a choice between what is in his or her personal interest (financial or otherwise) and in the interest of LKR. A conflict of interest also exists when a person acting on LKR's behalf takes actions or has interests that make it difficult to perform effectively his or her duties on behalf of LKR. When a conflict of interest arises, it is important that you act with great care to avoid even the appearance that your actions were not in LKR's best interests. This obligation applies to both business relationships and personal activities. If you find yourself in a position where your objectivity may be questioned because of individual interest or family or personal relationships, notify LKR's management immediately.

A. Personal Business Relationships and Activities

Everyone acting on LKR's behalf must plan personal relationships and business affairs so as to avoid situations that might lead to actual or perceived conflicts between the self-interest of such individual and his or her obligations and duties to LKR.

1. Improper Gifts and Entertainment

Conflicts of interest also arise when a person acting on LKR's behalf, or a member of his or her family, receives improper benefits as a result of his or her position with LKR. Neither you nor your immediate family members may give or accept any gift that might indicate an intent to improperly influence the normal business relationship between LKR and any supplier, customer, partner, distributor or other third party directly or indirectly doing business with LKR. A "gift" includes any object, service or benefit of value, including vacations, tickets, meals, loans, guarantees or other things of value, unless available to the public or other groups not affiliated

with LKR on the same terms and conditions (such as sweepstakes or discount promotions to member groups).

2. Outside Employment and Other Affiliations

Conflicts of interest also arise when an LKR employee, officer or director accepts employment as an agent, employee, independent contractor, consultant, manager or director of an outside business concern, if such affiliation could give rise to an actual or potential conflict of interest. Examples of such conflicts include serving as an officer or director of a business that sells to or purchases from LKR or its subsidiaries.

3. Conducting Business with Family Members

As a general rule, persons acting on LKR's behalf are prohibited from conducting LKR business with any immediate family member. Everyone acting on LKR's behalf must disclose to his or her immediate supervisor all situations in which he or she is conducting business with an immediate family member.

LKR retains the authority to determine if a proposed transaction or relationship would involve a conflict of interest.

V. Communication of False or Derogatory Information

The communication of false or derogatory information about LKR or persons acting on its behalf, or about entities with which it has business dealings, is a violation of LKR policy and federal and state laws.

In all interactions and communications, you must:

- always be truthful;
- never make dishonest statements, misrepresentations or statements intended to mislead or misinform; and
- direct all media requests for information or statements to LKR senior management.

VI. Confidential Information

You are required to maintain the confidentiality of all nonpublic information (including electronic information) that you receive or have access to during your employment or service with LKR, except when disclosure is authorized or legally mandated. This obligation applies not only to confidential information about LKR, but also to confidential information about its business partners and employees. You are also prohibited from disclosing confidential information, including but not limited to trade secrets, that you obtained at a previous employer.

During and after your service to LKR, you may not directly or indirectly publish, disclose, describe or communicate confidential information, or authorize anyone else to do so, for any purpose other than legitimate LKR purposes. Even within LKR, you may disclose confidential

information only to those employees who have a business-related “need to know.” If you have any questions regarding your confidentiality obligations, you should seek guidance from LKR management.

VII. Intellectual Property

LKR’s name, logo, formulas, inventions, trade secrets, business, marketing, databases, records, reports and other intellectual property are valuable assets of LKR. Their protection is critical to our success. LKR expects others to respect its intellectual property rights and expects everyone acting on its behalf to respect the intellectual property rights of others. The rules with respect to trademark, trade secret, patent and copyright laws are complex, so you should seek advice from LKR’s outside legal counsel if you have any questions.

All intellectual property, including but not limited to trade secrets, inventions, technical innovations, plans, products, discoveries and systems that you design or conceive while employed at LKR and that relate to LKR business must be disclosed to LKR and, at LKR’s option, will become the sole property of LKR.

Without limitation, you are responsible for understanding the following types of intellectual property rights and taking the listed steps to protect such rights:

Copyrights protect works like articles, drawings, photographs, video, music and software and generally prohibit unauthorized copying or downloading of these works.

- Do not copy these materials without first determining that the company has obtained permission from the copyright holder or that other limited copying is legally permitted.
- Do not copy or distribute software or related documentation without reviewing the license agreement.

Trademarks and **service marks** are words, names and symbols that help consumers recognize a product or service and distinguish it from those of competitors. LKR’s name and logo are among its most valuable assets. The use of LKR’s or its subsidiaries’ trademarks or service marks must be properly authorized or licensed.

- Do not use a third party’s trademark or service mark without permission.

Patents permit inventors to exclude others from making, using or selling their inventions. Report any unauthorized use of the patents held by LKR or its subsidiaries.

- Only use inventions patented by third parties within the terms of a license agreement.

A **trade secret** is valuable information that creates a competitive advantage for LKR by being kept secret.

- Treat as trade secrets and keep confidential all commercially sensitive and important business information of LKR and all similar information of other companies and persons that LKR has received under a confidentiality agreement.

If you observe practices that are inconsistent with these directives, please contact LKR's management. In all cases, consult with LKR's management if you have questions.

VIII. Use of Company Resources

A. Ownership of Company Property

LKR's property, including but not limited to its communication equipment, facilities, computers, software, email, voice mail, conferencing equipment and office supplies, is owned by LKR or operated on LKR's behalf to advance LKR's business strategy and objectives. LKR's property is in place to enable its employees to perform business-related duties required by their positions. The use of LKR property is for the sole purpose of conducting business-related tasks.

A limited exception to the "business-only" rule is when conducting "incidental personal business" consistent with the following guidelines:

- it is limited in duration or extent;
- it does not detract from the user's attention to or completion of job duties or job performance;
- it does not subject LKR to any significant incremental cost;
- it is not used to unlawfully obtain, copy, download or distribute software, electronic files, or other materials protected by copyright; and
- it does not otherwise violate this Code of Conduct, including but not limited to provisions related to conflicts of interest and disclosure of confidential information.

B. Computer Resources

LKR invests in and uses computer resources (computer hardware, software, supporting infrastructure, network connections and telecommunications equipment) to advance its business strategy and objectives.

Computer software (computer programs, databases and related documentation), whether purchased from a supplier or developed by LKR, is protected by copyright and may also be protected by patent or as a trade secret. You are expected to strictly follow the terms and conditions of the license agreements, including provisions not to copy or distribute materials covered by these agreements. These protected materials may not be reproduced for personal use.

Your use of the Internet and email should be in support of and to advance LKR's business success. Any personal use of these technologies should not create additional costs for LKR, interfere with work duties or violate any company policies, including policies related to defamatory, offensive or threatening messages, gambling, pornography, viruses, chain letters, executable "ready to run" files, "hacking," etc.

All communications, data or information that is received, sent or obtained using LKR property while employed at LKR are not private communications. Unless prohibited by local law, the use of this technology, including email and the Internet, is subject to monitoring by LKR.

C. Document Retention

Under special circumstances, such as litigation or government investigations, LKR may issue a legal hold. A legal hold suspends all document destruction procedures and preserves appropriate records. Management or legal counsel determines and identifies what types of records or documents are required to be placed under a legal hold. Every LKR employee, officer and director must comply with this policy.

Management or legal counsel will notify you if a legal hold is placed on records for which you are responsible. You then must preserve and protect the necessary records according to those instructions. Records or supporting documents that have been placed under a legal hold must not be destroyed, altered or modified under any circumstances. A legal hold remains effective until it is officially released in writing by LKR's management or legal counsel. If you are unsure whether a document has been placed under a legal hold, you should preserve and protect that document while you check with LKR's management or legal counsel.

IX. Media Relations and Public Inquiries

All communications with the news media, regulatory agencies and other entities by LKR and its employees are potentially important and reflect upon LKR's image. It is crucial that communications from LKR be handled in a consistent manner and in keeping with LKR's mission.

X. Reporting and No Retaliation

You may bring your concerns forward without fear of retribution or punishment. LKR will not retaliate against any person for reporting suspected violations of laws, regulations or company policies. This means that LKR will not terminate, demote, transfer to an undesirable assignment or otherwise discriminate against you for calling attention to suspected violations of this Code of Conduct or other suspected illegal or unethical acts. This protection extends to anyone giving information in good faith in relation to an investigation. However, LKR reserves the right to discipline anyone who knowingly makes a false accusation or knowingly provides false information to LKR.

All complaints under this Code of Conduct will be promptly and thoroughly investigated, and all information disclosed during the course of the investigation will remain confidential, except as necessary to conduct the investigation and to take any remedial action, in accordance with applicable law. In addition, you will be subject to disciplinary action, including the termination of your relationship with LKR, if you fail to cooperate in an investigation or deliberately provide false information during an investigation. If, at the conclusion of its investigation, LKR determines that a violation of policy has occurred, LKR will take effective remedial action commensurate with the severity of the offense. This action may include disciplinary action against the accused party, up to and including termination. Reasonable and necessary steps will also be taken to prevent any further violations of policy.

XI. Discipline

Failure to follow this Code of Conduct can have substantial consequences. An employee who fails to comply with any provision of this Code of Conduct may be subject to disciplinary action, up to and including termination of employment, at LKR's sole discretion. An independent contractor who fails to comply with any provision of this Code of Conduct may be subject to termination of the business relationship with LKR, at LKR's sole discretion. An officer or director who fails to comply with any provision of this Code of Conduct may be subject to removal with cause.

This Code of Conduct is not an employment agreement and does not constitute a guarantee of continued employment. All employment with LKR is on an at-will basis and may be terminated at any time, by you or LKR, with or without cause.

LKR reserves the right to modify this Code of Conduct, at its sole discretion, without notice.

ACKNOWLEDGEMENT OF CODE OF CONDUCT

I affirm that I have received, read, understand, and agree to abide by LKR’s Code of Conduct. I also acknowledge that the Code of Conduct is not an employment agreement, and that LKR may modify this Code of Conduct, at its sole discretion, without notice.

Dated: _____

Signature: _____

Print Name: _____