

8. GİZLİLİK

Taraflar işbu Sözleşme uyarınca vakıf olacakları, diğer tarafa ve onun grup şirketlerine ait her türlü ticari ve mesleki bilginin gizli olduğunu kabul eder ve bu bilgilerin söz konusu taraflar yada çalışanları, taşeronları tarafından herhangi bir kuruluş veya üçüncü kişilere ifşa edilmemesini, ve tarafların birbirinden personel transfer etmeyeceğini taahhüt ederler. Anılan bilgileri sözleşmenin yerine getirilmesi dışındaki amaçlarla kullanmayacaktır. Bu gizlilik taahhüdü, iş bu sözleşme sona erse veya iptal edilse dahi 1 Yıl süreyle geçerliliğini muhafaza eder.

9. MÜŞTEREK HÜKÜMLER

9.1. Bu sözleşme ile ilgili tüm tebliğatlar, yukarıda belirtilen ilgili kişilere elektronik posta ile yapılacaktır. Taraflar, tebliğat adreslerinde meydana gelen değişikliği 15 (On beş) gün içinde karşı tarafa yazılı olarak bildirmekle yükümlüdür. Böyle bir bildirimin yapılmaması halinde, önceki adrese yapılan tebliğatlar geçerli olacaktır.

9.2. Olağanüstü haller mücbir sebep olarak kabul edilip işbu Sözleşme maddelerini geçersiz kılar. Mücbir sebepler ile hava ve yol koşullarında NETKARGO'nun kontrolü dışında gerçekleşen nedenlere bağlı olarak teslimatta gecikme olması durumunda NETKARGO sorumlu tutulamaz.

9.3. İşbu sözleşmede düzenleme olmayan konularda T.T.K.'nın taşıma hukukuna ilişkin hükümleri tatbik olunur. Bu sözleşmenin uygulanmasından kaynaklanan uyuşmazlıkların çözümünde İstanbul (Çağlayan) Mahkemeleri ve İcra Daireleri yetkilidir.

İşbu 9 (dokuz) maddeden ve bu Sözleşme'nin ayrılmaz parçası olan 3 Ek'ten oluşan Sözleşme 20/02/2017 tarihinde 2 (İki) nüsha olarak düzenlenip tarafların yetkili temsilcileri tarafından imzalanmıştır.

| NETLOG | MÜŞTERİ |
|--------|---|
| | <p>GİFTA OFİS-KİRTASIYE VE PROJESİYON Ürünleri İmalat Sanayi A.Ş. Gazi Mah. Ayvansaray Mah. 15. Sokak No: 1 Tel. 0312 555 55 55 - 0312 555 55 56 KAYNAK Vergi Dairesi 2254400002</p> |

NETKARGO OPERASYON VE HİZMET PROSEDÜRLERİ

NETKARGO ülke çapında sahip olduğu aktarma ve elleçleme merkezleri aracılığı ile aşağıdaki hizmetleri vermektedir.

1. Müşteri Ürünlerinin Müşteri'nin belirttiği depo veya üretim sahasından alınarak NETKARGO depo veya bölge aktarma platformuna getirilmesi (**ON TOPLAMA**) ve burada mal kabulünün yapılması hizmeti,
2. Müşteri veya müşteri tarafından organize edilmiş bir yolla NETKARGO depo veya bölge aktarma platformuna getirilen (**DEPO TESLİMİ**) ürünlerin burada mal kabulünün yapılması hizmeti,
3. Mal kabulu yapılan ürünler sevkiyat amacıyla getirilmiş ise, gerekli elleçlemeler yapılarak sevk edilmesi hizmeti (**Cross Dock (X-DOCK)**),
4. Müşteri talebi doğrultusunda katma değer hizmeti,
5. NETKARGO Cross Dock'larında elleçlenen ürünlerin NETKARGO araçları ile sevk edilerek teslimat noktasına bağlı NETKARGO Bölge Cross Dock'lara yapılan taşıma hizmeti,
6. MÜŞTERİ'nin sevk edilecek ürünlerinin NETKARGO Cross Dock'lardan teslim noktalarına kadar olan dağıtım operasyonu hizmeti,

1. MÜŞTERİ YÖNETİMİ

- 1.1 Sözleşme'nin taraflarca imzalanması akabinde NETKARGO tarafından MÜŞTERİ'ye, koordinasyonu sağlayacak bir Müşteri Temsilcisi "MT" atanarak bilgileri MÜŞTERİ ile paylaşılacaktır.
- 1.2 MT aşağıdaki görevlerin yerine getirilmesinden sorumludur;
 - a. Müşteri tarafından iletlenen siparişlerin sisteme girilmesi ve takip edilmesi,
 - b. Taşınacak olan ürünlerin A günü saat 12:00'ye kadar ön siparişlerinin alınması, siparişlerle ilgili var ise düzeltmelerin yapılması ve aynı gün en geç saat 15:00'e kadar ertesi gün taşınmak üzere ürünlerin kabullerinin yapılması. Son kabul saatine kadar ulaşmayan siparişlerin bir sonraki çıkış gününe bırakılması ve bu konuda MÜŞTERİ'nin bilgilendirilmesi,
 - c. NETKARGO kullandığı sistemler sayesinde bir teslimatın ve MÜŞTERİ'ye ait ürünlerin konum bilgilerini takip edebilmektedir. Gerek belirtilen bu bilgiler ve gerekse de teslimat ve teslim etme
 - d. Sevkiyat esnasında belirlenen her tür uygunsuzluğun MÜŞTERİ ile paylaşılması ve gerekli müdahalelerin yapılarak sürecin sajılık işletilmesi konusunda destekin sağlanması,
 - e. Malın son noktadaki tesliminde herhangi bir problem olması durumunda, MÜŞTERİ ile yazılı ve sözlü teması geçilmesi ve konu hakkında bilgi verilmesi. Konu ile ilgili talimat talep edilerek bu talimatla göre işlem yapılması.
 - f. Teslim noktasında oluşan problem durumunda eğer MÜŞTERİ ile iletişim sağlanamaz ise, NETKARGO, ilgili teslimata ait mallan en yakın transfer deposuna geri getirecektir. NETKARGO'dan kaynaklanmayan bir nedenle teslimat noktasında teslim edilemeyecek, bölge transfer deposuna malın geri getirilmesi işlemi EK-2 deki bedel talep edilir.
 - g. En yakın Transfer deposuna çekilen malların, MÜŞTERİ talebi ile tekrar aynı teslimat noktasına veya aynı bölge içerisinde bir başka noktaya teslimatı talep edilmesi istenirse bu yeni talep için yeni bir sipariş oluşturularak, işleme denk gelen EK-2 üzerinden bedel talep edilir.
 - h. Teslim noktasına ulaşan araçların, ulaşma zamanından itibaren aşağıda belirtilen süreleri aşan beklemeleri için saat başına 40.-TL bekleme ücreti tahakkuk ettilir. Fiyat listesinin altına eklenecektir.
 - i. Parsiyel teslimat aracı ise en fazla 30 dakika
 - ii. Komple teslimat aracı ise en fazla 6 saat
 - i. MT, MÜŞTERİ'nin ay içinde yapılan hizmetlere ilişkin (Xdock, Mal Kabul, Teslimat, Elleçleme, katma değerli hizmetler) raporu aylık bazda hazırlayarak MÜŞTERİ'ye mail ortamında iletir. iletlenen raporlara MÜŞTERİ'den gelen itirazların takibi ve sonuçlandırmasını takip ederek çözümler. (1 hafta içinde itiraz edilmemesi, NETKARGO kayıtlarının teyidi anlamına gelecektir.).
 - j. MT, MÜŞTERİ'den kaynaklanan öderme gecikmesi ve mutabakatsızlık gibi konularda Muhasebe/Finans Departmanı ile koordineli çalışarak problemi yönetir.
- 1.3 MÜŞTERİ'nin saat 15:00'e kadar malını vermemesi veya olağan üstü haller nedeniyle NETKARGO'nun mal zamanında alamaması nedeniyle depolarla geç gelen mallar bir sonraki teslimat günü aracına bırakılır.
- 1.4 MÜŞTERİ'nin sevk ürünlerini kendi araçları ile NETKARGO depolarına getirmesi halinde son mal kabul saatı EK-3'deki mal kabul ve çıkış saatine göredir. En geç bu saatte MÜŞTERİ ürünlerini teslim noktasına göre paletlenmiş, strelçlenmiş, numaralanmış ve adreslemiş, ırsaliyeleri veya faturaları hazır olarak NETKARGO depolarına teslim eder. Bu durumda NETKARGO ön alım bedelini fatura etmeyecektir. Sözleşme'nin ilgili maddesinde belirtildiği üzere, ambalajların yeterli sağlamılıkta ve düzgülükte olmaması halinde NETKARGO ürünlerini teslim almama hakkına sahip olduğu gibi MÜŞTERİ'nin talebi üzerine teslim aldığı malların nihai noktalarda olusabilecek hasarlarından sorumlu değildir.
- 1.5 Ürünler NETKARGO deposuna getirildiğinde, teslim alınırken hacim ölçülerini alınacak, ağırlıkları tartılacak ve dijital olarak sisteme ve tesellüm fişi üzerine not edilecektir.
- 1.6 Fiyatlama ve diğer hesaplama konu, gönderi miktarı kg/desi olarak brüt ağırlık ya da hacim ölçülerinden hangisi yüksek ise o dikkate alınarak yapılacaktır. Faturaya esas NETKARGO'nun depoda yapmış olduğu şarttan ve hacim ölçme miktarlarından, MÜŞTERİ'nin ürünler, eğer paletli ise alicılanna göre, 80*120 ölçülerinde Palet üzerinde dizilmiş, strelçlenmiş ve teslim adresi yazılı olarak teslim edilecek ve ölçümleme buna göre yapılacaktır. MÜŞTERİ'nin mal paletsiz ve dökme olarak getirmesi halinde koli başına mal toplama Ücreti ayrıca tahakkuk ettilirilecektir. Desi/ Kg hesabı ambalajın cm cinsi ile bulunan hacminin 3000 ile bölünmesidir. Örnek bir palet 1.20x0.80x1.40 olursa 134400 cm³ eder buda / 3000 = 448.—desi demektir. Yani palet ağırlığı bu ağırlıktan az ise 448 desi kabul edilecektir.

- 1.7 NETKARGO, mallan EK-3' de belirtilen dağıtım planına uygun olarak alıcılarına ulaştıracaktır. MÜŞTERİ'nin özel ve plan dışı talepleri özel hizmet bedeli karşılığında gerçekleştiriliir. Bununla beraber NETKARGO Rut ve yol şartları sebebi ile Dağıtım Planı'nda değişiklik yapma hakkını saklı tutar. NETKARGO Pazar ve resmi tatil günleri haricinde saat 18:00' e kadar mal dağıtabilir. Bu saate kadar MÜŞTERİ'ye giden malın teslim alınmamasından dolayı NETKARGO'nun sorumluluğu yoktur. NETKARGO malların teslimi esnasında oluşabilecek her türlü olumsuz bilgilere MÜŞTERİ'yi haberدار ederek, talimat isteyecektir.
- 1.8 Alıcının teslimatı herhangi bir nedenden dolayı kabul etmemesi durumunda MÜŞTERİ yetkilileri ile iletişime geçilecek ve teslimat için yarım saat (30 dakika) süre ile onay beklenecaktır. Belirlenen süre içinde gelen yanıt doğrultusunda, ürünler 10 km içinde yeni bir MÜŞTERİ'ye teslim edilebilir. Yeni adres'e sevk edilen ürünler için 20.- TL. nokta farkı fatura edilecektir. Yeni bir adres verilmemesi halinde teslim alınmayan mallar en yakın NETKARGO Bölge Deposuna geri getirilecektir. Bu şartlar altında malın bölge deposunda herhangi bir adres'e gitmesi veya ilgili MÜŞTERİ'ye iade edilmesi ilave ücreti mukabili iade prosedürü ve fiyatlar çerçevesinde faturalandırılacaktır.
- 1.9 Sevk belgesinin veya MÜŞTERİ' ırsaliyesinin, alıcı tarafından imzalanması ve/veya kaşelenmesi veya mal kabul noktasının mal kabul belgeleri, yükün eksiksiz ve hasarsız olarak teslim alındığının kesin delilidir. Aracın malı tesliminden sonra mal alış noktasından veya MÜŞTERİ' den gelecek eksik hasar gibi talepleri kesinlikle kabul edilemez. Bazı müşterilerin sayılmak üzere teslim şartı neticesi bilhare çökabilecek hasar ve eksiklikler Netkargo'yu bağlamaz.
- 1.10 Malın son adresine MÜŞTERİ 'ye teslimi esnasında ırsaliye üzerine kayıt düşülmemiş hiçbir hasar kabul edilmez. Taşınan Ürünlerde ambalaj hasarı, kayıp, durumlarında ürünü teslim alan ile NETKARGO, müşterekten net durumu ifade eden tutanak düzenler; anılan tutanak taraflarca imzalanır. Dış ambalajında deformasyon olmayan koliерdeki içten eksilmelerde NETKARGO'nun hiçbir sorumluluğu bulunmamaktadır. NETKARGO sürücünün imzası olmayan tutanaklar veya teslimden sonra yapılacak hasar talepleri kabul edilmez.
- 1.11 NETKARGO sevkıyat esnasında araçların görsel olarak uyu üzerinden takibini yapmak zorundadır. MÜŞTERİ'nin talebi halinde teslimat tarihinden 1 (bir) ay geriye kadar bu kayıtlar MÜŞTERİ'ye dijital ortamda sunacaktır.

2. NETKARGO DEPOLARINA GETİRİLEN MALLAR

- 2.1 NETKARGO, depolarında mallar, paletli ve streçli olarak teslim alınırlar. Malların dökme veya uygun olmayan palet standartlarında gelmesi durumunda EK-2'deki ilave bedeller fatura edilir.
- 2.2 Malların dökme halde gelmesi durumunda kullanılacak muhettel saf malzemesi (palet, koli, strech, ambalaj, vs.) fiyatlandırılmaya dâhil değildir. Bu malzemelerin MÜŞTERİ tarafından temin edileceği öngörlülmektedir. Fakat bu malzemelerin, NETKARGO tarafından temin edilmesinin talebi durumunda, saf malzemeleri ayrıca üzere MÜŞTERİ 'ye fatura edilecektir.

3. İADE YÖNETİMİ

- 3.1 İade mal toplama, NETKARGO'nun "İade Mal Toplama" zaman planına ve prosedürlerine göre yapılır.
- 3.2 NETKARGO'nun iade operasyonunda sorumluluğu teslim alınan kap bazındadır. Bir diğer ifade ile kapalı ve ambalajlanmış olarak teslim alınan palet veya koli içerisindeki eksikliklerden ve hasarlarından NETKARGO sorumlu değildir.
- 3.3 Teslim noktasına en yakın NETKARGO deposuna varmasından itibaren 48 saat içerisinde alınmayan iade ürünlerde palet gün ücreti 10,00.- TL olarak fatura edilecektir.



EK-45

LİSANS SÖZLEŞMESİ

İşbu Lisans Sözleşmesi, Mecidiye Mah. Karakaş Sok.No:16 D: 1-2 Ortaköy İstanbul adresinde yerleşik GRAFİ2000 PRODÜKSİYON REKLAMCILIK YAY.VE TİC.LTD.ŞTİ (Aşağıda Grafi2000 veya Lisans Veren olarak anılacaktır) ve GIPTA Caddesi No:3 Gazi Mahallesi Temelli 06909 ANKARA adresinde yerleşik GIPTA A.Ş (Aşağıda "Gipta" veya "Lisans Alan" olarak anılacaktır) 03.12.2020 tarihinde aşağıdaki hüküm ve koşullarda tarafların karşılıklı olarak anlaşmaları sonucu imzalanmıştır.

Madde 1. TANIMLAR ve GENEL ŞARTLAR

| | |
|--------------------------|--|
| 1.1. Lisans Veren | GRAFİ2000 PRODÜKSİYON REKLAMCILIK YAY.VE TİC.LTD.ŞTİ |
| 1.2. Lisans Alan | GIPTA A.Ş |
| 1.3. Sözleşme No | KŞ.3122020.GPT |
| 1.4. Lisansa Konu Marka | TPE nezdinde Lisans Alan tescilli KRAL ŞAKİR sözcük markası |
| 1.5. Lisansa Konu Eser | İşbu sözleşmenin ekinde yer alan Tasarım Rehberinde yer alan ve Lisans Veren tarafından yaratılan KRAL ŞAKİR isimli çizgi film (sinema eseri) kapsamında oluşturulmuş çeşitli grafik, şekil ve görselleri içeren eserler |
| 1.6. Lisansa Konu Ürün | Lisans Alan tarafından üretilcek ve üzerinde Lisansa Konu Marka, Tasarım ve Eserlerin bulunduğu kağıt kirtasiyenevinden ürünler ve sadece discounter özelinde (BİM, ŞOK ve A101) olmak üzere, ana ürün defter olduğu sürece yanına 1 veya en fazla 2 kirtasiye ürünü eklenebilir |
| 1.7. Bölge | Türkiye ve Kıbrıs |
| 1.8. Satış Kanalları | Tüm kirtasiye ve olası satış kanalları |
| 1.9. Dağıtım Kanalları | Toptancılar ve kendi dağıtım kanalı |
| 1.10. Sözleşmenin Süresi | |
| a. Başlangıç Tarihi | 03.12.2020 |

| | |
|--|--|
| b. Sona Erme Tarihi. | 31.12.2022 |
| 1.11. Lisans Bedeli | Lisans Alan'ın toplam satış cirosunun %12'si |
| 1.12. Ödeme Vadesi | Lisans Veren'in Üç Aylık Raporları takiben düzenleyeceği faturanın Lisans Alan'a ulaşmasını takip eden 30 günü içinde |
| 1.13. Lisans Bedeli Raporu | Lisans Alan'ı yetkilii kişilerce oluşturularak, ilgili olduğu takvim ceyregini takip eden ayın ilk on günü içinde hazırlılarak Lisans Veren'e gönderilecek aylık raporları |
| 1.14. Minimum Garanti Bedeli | Otuz bin (30.000) TL |
| 1.15. Stok Satış Süresi (Sell-Off Period) | 90 (doksan) gün |
| 1.16. Lisans Verenin Hesap Numarası | TR06 0006 2000 1350 0006 2975 66 |

Madde 2. SÖZLEŞMENİN KONUSU

İşbu sözleşmenin konusu, Lisanslı Marka, Lisanslı Tasarım ve İşbu sözleşmenin eki olan "TASARIM REHBERİ"ndeki Lisanslı Eserlerin bu sözleşme ile belirlenen şart ve koşullar kapsamında Lisans Konu Ürünler Üzerinde, Lisans Alan tarafından kullanılması ile bu kapsamda tarafların karşılıklı hak ve yükümlülüklerini düzenlemesidir.

Madde 3. LİSANS ALANIN ÜRETECEĞİ ÜRÜNLER

3.1. Lisans Alan İşbu sözleşme hükümleri çerçevesinde, Lisanslı Marka, Lisanslı Tasarım ve İşbu sözleşmenin eki olan "TASARIM REHBERİ"ndeki Lisanslı Eserleri sadece kendi üreteceği kağıt kirtasiyenevinden ürünler üzerinde kullanabilecektir. Tarafların karşılıklı yazılı mutabakatı ile İşbu maddede yazılı ürünlerle ilave yapılabilir.

Madde 4. SÖZLEŞMENİN KAPSADIĞI BÖLGE / DAGITIM ve SATIŞ KANALLARI

4.1. İşbu sözleşme Lisans haklarının yalnızca Bölge sınırları içindeki kullanımına ilişkindir. Bu sözleşme Lisans Alan'a Bölge sınırları dışındaki hiçbir yerde Lisanslı Ürünler ile ilgili satış, kiralama ve/veya benzeri faaliyetlerde bulunma hakkı vermez. Taraflar karşılıklı mutabık kalmak kaydı ile Bölge dışına yönelik satış/kiralama vs yapılabilmesi konusunda ek bir protokol yapabilirler.




2/2

4.2. Lisans Alan işbu sözleşme uyarınca üretmeyi taahhüt ve talep ettiği ürünleri aşağıdaki listede yer alan dağıtım kanalları ile dağıtaçak ve yine aşağıdaki ikinci listede yer alan satış kanallarında satışını sağlayacaktır. Sözleşme sürecinde dağıtım ve satış kanalları tarafların karşılıklı mutabakatı ile artırılabilir.

DAĞITIM KANALLARI LİSTESİ

1. Toptancılar
2. Gıpta A.Ş'nin kendi dağıtım elemanları

SATIŞ KANALLARI LİSTESİ

1. Kırtasiyeler
2. Yerel, süper ve hiper marketler
3. Oyuncakçılar
4. Olası tüm noktalar

Madde 5. LİSANSLİ ÜRÜN SÜRECİ

5.1. **Görsel Tasarım Çalışması:** Lisans Alan, Lisanslı Marka, Lisanslı Tasarım ve sözleşmenin eki olan Tasarım Rehberi ile kullanımına izin verilen Lisanslı Eserleri kullanarak Örnek Ürün üzerinde Görsel Tasarım Çalışması yapar. Görsel Ürün Çalışması tamamlandığında, ortaya çıkan tasarımlar Lisans Alan tarafından Lisans Veren sunulur ve Lisans Veren tarafından istenilen değişiklikler veya onay Lisans Alana yazılı olarak bildirilir. Lisans Veren'in değişiklik talebi var ise Lisans Alan bu değişiklikleri yapmak zorundadır. İstenen değişiklikler yapılmadan üretime geçilmesi durumunda söz konusu ürünler Lisanslı ürün olarak kabul edilmez ve ticaret mevkii sunulamaz. Lisans Alan bu şekilde üretilen ürünler imha etmekle yükümlüdür. Görsel Tasarım Çalışmasındaki tüm tasarım, renk, şekil çalışmaları bitip, Lisans Veren tarafından Lisans Alana gönderilen "Onaylanmıştır. Prototip Ürün Numunesi Beklenmektedir" yazısı alındıktan sonra Lisans Alan üzerinde bu tasarımların yer aldığı Ürünü hazırlayacaktır.

Lisans Alan, Lisanslı Marka, Lisanslı Tasarım ve Tasarım Rehberi'ndeki Lisanslı Eserleri hiçbir şart ve koşul altında kendi bordrolu çalışanları dışında 3. Kişi'ye veremez, kullanıramaz, tasarım yaptırılamaz. Ayrıca Lisans Alan, gerek tasarım aşamasında gerekse üretim aşamasında bordrolu çalışanlarına söz konusu Lisanslı Marka, Lisanslı Tasarım ve Lisanslı Eserler'i sözleşmeye uygun şekilde kullanmaları için teslim ederken, bunların gizli

olduğunu ve 3. kişiler ile paylaşılmaması gerektiği hısusunu açıkça belirtmek yükümündedir. Lisans Alan'ın bordrolu bir çalışanı ve/veya 3. kişinin söz konusu görsellere sahip olması sebebi ile Grafi2000'in herhangi bir zarara uğraması halinde söz konusu zarar Lisans Alan tarafından derhal ve ilk talep halinde başkaca bir hukuki yola başvurmaya gerek olmaksızın tazmin edilecektir.

5.2. Lisans Alan'ın, işbu 5. Madde kapsamındaki yükümlülüklerinden herhangi birine aykırı davranışsı ve/veya bunları tam ve gereği yerine getirmemesi halinde, Lisans Veren kanundan ve sözleşmeden doğan diğer tüm hakları şaklı kalmak kaydı ile sözleşmeyi derhal etkili olacak şekilde feshedebilir. Lisans Alan böyle bir durumda Lisans Veren'in uğradığı tüm zararı derhal ve ilk talep halinde ayrıca bir müracaata gerek olmaksızın tazmin etmek zorundadır. Ayrıca böyle bir durumda Lisans Alan tarafından Lisans Veren'e ödenen Minimum Garanti Ücretinin iadesi talep edemez ve/veya sözleşmenin feshine kadar geçen sürede yaptığı masrafların ödenmesini talep edemez.

Madde 6. LİSANS VERENİN HAK ve YÜKÜMLÜLÜKLERİ

6.1. 556 sayılı Markaların Korunması Hakkında KHK, 554 sayılı Endüstriyel Tasarımların Korunması Hakkında KHK ve diğer ilgili mevzuat uyarınca Lisansa konu markalar ve Lisansa konu Tasarımlar üzerindeki bütün haklar ile 5846 sayılı Fikir ve Sanat Eserleri Kanunundan kaynaklanan ve Tasarım Rehberi'nde yer alan Lisança konu Eserler üzerindeki işleme, çoğaltma, yayma, temsil ve umuma iletim şeklindeki mali haklar ile adın belirtilmesi, eserde değişiklik yapılmasını men, umuma arz, malik ve zilyede karşı haklar şeklindeki manevi hakların tek sahibi Lisans Veren'dir. İşbu sözleşme hiçbir şart ve koşul altında Lisans Alan'a Lisanslı Marka, Lisanslı Tasarım ve Lisanslı Eser üzerinde herhangi bir hakkın devredildiği ve/veya bu sözleşme ile tanımlanandan fazla bir hakkın kullanılmasına izin verildiği anlamına gelmemektedir.

6.2. Lisans Alan, 3. maddede belirtilen ürünler, 5. ve 6. maddedeki çalışma şekli kapsamında Lisanslı Ürün haline getirmek için Lisansa konu Marka, Lisansa konu Tasarım ve Lisansa konu Eserleri Lisans Veren'in talimatları doğrultusunda kullanabilir.

6.3. Lisans Veren, Lisans Alan tarafından üretilen, kusursuz ürünlerin satışını artırıcı pazarlama, tanıtım faaliyetlerinin tamamında; elinden gelen desteği, iyi niyet içerisinde verecektir. Çeşitli röportajlar, basın çalışmaları ile satış ve marka bilinirliğini artırıcı

çalışmalarda bulunacaktır. Ancak bu madde hiçbir şart ve koşul altında Lisans Alan'ın 3. kişilerle Lisanslı ürünler ile ilgili promosyon çalışmaları yapabileceği şekilde yorumlanamaz.

6.4. Lisans Alan, Lisans Verenin ileride açması ve/veya franchise vermesi muhtemel mağaza ve/veya satış noktalarında yapılacak satışlar için, işbu sözleşme kapsamında üreteceği ürünleri, Lisans Veren toptan alımlarda toptancılara uygulanan piyasa fiyatından % 5 indirim yapmak sureti ile satacağını kabul, beyan ve taahhüt eder.

Madde 7. LISANS ALANIN HAK ve YÜKÜMLÜLÜKLERİ

7.1. Lisans Alan sözleşme ile elde ettiği kullanım hakkını üçüncü kişilere - sayılanlarla sınırlı olmaksızın - satamaz, devredemez, kullandıramaz, yararlandıramaz ve temlik edemez. Ayrıca Lisans Alan 3. kişiler ile birlikte Lisans Veren'in önceden yazılı onayını almadan herhangi bir promosyon faaliyeti yürütemez.

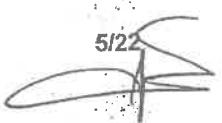
7.2. Lisans Veren tarafından "Seri Üretim Onayı" verilen ürünlerin, seri üretilmiş her bir kalem üründen, söz konusu ürünler satışa girmeden önce, Final Ürün Numunesi olarak 10'ar adet Lisans Veren, bila bedel verecektir.

7.3. Lisans Alan Bölge içerisinde Lisanslı Ürünlerin satışlarını artırmak için elinden gelen en iyi çabayı gösterecektir. Bu kapsamda Lisans Alan, birim satış adedi hedefi, birim satış bedeli hedefi, toplam satış bedeli hedefi, Lisans bedeli hedefi, üretimin yapılacak yer ve varsa üçüncü taraf üretici bilgileri de dahil olmak üzere bu sözleşmenin EKL olacak bir İŞ VE PAZARLAMA PLANI hazırlayarak Lisans Veren onayına sunacaktır. Lisans Alan ayrıca Lisans Veren tarafından onaylanan İŞ VE PAZARLAMA PLANINIDA belirtilen toplam satış hedefinin en az %5'ini, pazarlama, reklam ve tanıtım bütçesi olarak ayıracak olup, yapılan bu reklam, tanıtım ve pazarlama faaliyetlerini de her ayda bir rapor halinde (Madde 1.14. de belirlenen rapor kapsamında) Lisans Veren sünulacaktır.

7.4. Lisans Alan, işbu sözleşmede anılan ürünlerin görsel tasarımları için kendi bordrolu çalışanları haricinde hiç kimseye Lisansa konu Markaları, Lisansa konu Tasarımları, Lisansa konu Eserleri kullandıramaz, tasarım yaptıramaz. Kendi bordrolu çalışanı ile tasarım yapması mümkün olmadığı durumlarda, Lisans Alan Lisans Veren ile çalışmak zorundadır.



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7.5. Lisans Alanın kullanacağı bütün reklam ve tanıtım malzemeleri; Lisans Veren tarafından Lisans Alana verilen talimatlara uygun olacak ve kullanılmadan önce Lisans Verenin onayına tabi olacaktır.

7.6. Lisans Veren, Seri Üretilen Lisanslı Ürünün kalitesini kabul edilemez olması ya da satışa giren bir Lisanslı Ürünün onaylanan Ömek Ürünü uygun olmaması halinde, ilgili Lisanslı Ürünlerin piyasadan toplatılmasını, geri çekilmesini isteyebilir. Lisans Alan böyle bir durumda kusurlu ürünleri piyasadan toplamayı ve imha etmeyi, imha ettiğine dair geçerli bir belgeyi Lisans Veren'e vermeyi kabul, beyan ve taahhüt eder.

7.7. Lisans Alan bu sözleşme uyarınca üreteceği ve/veya ürettiреceği, pazarlayacağı, satacağı, dağıtacağı Lisanslı Ürünlerin hiçbir şart ve koşul altında Lisans Verenin ve/veya Lisans konu Markanın, Lisans konu Tasarımın ve/veya Lisans konu Eserlerin bugüne kadar halk nezdinde kazandığı şöhretine ve itibarına zarar vermeyecek kalitede, şekilde ve/veya tasarımda olacağını kabul ve taahhüt eder.

7.8. Lisans Alan satışa sunacağı Lisanslı Ürünlerin ambalaj ve paketleri ile bunların tanıtım, pazarlama ve reklamlarında kullanacağı materyallerin üretimini yapmadan önce de tasarım, şekil, ebat, format ve dizayn onaylarını almayı ve işbu sözleşmenin 5. maddesinde yer alan sürece uymayı kabul beyan ve taahhüt eder.

7.9. Sözleşme süresi bittiğinde, Lisans Alanın elinde kalan ürünlerle ilgili 90 günü kapsayan STOK SATIŞ SÜRECİ başlar. Lisans Alan, Stok Satış Süreci başlamadan en az 15 gün önce elinde kalak ve Stok Satış Süreci kapsamında tüketmeyi planladığı ürün adet bilgisini ile ve bu ürünlerin ne şekilde (özellikle hangi mecralarda ve hangi ücret üzerinden) tüketileceğine/tüketilmesinin planlandığına dair iş planını Lisans Veren'e vermeyi kabul ve taahhüt eder.

Lisans Alan bu madde kapsamında anılan ve Lisans Veren'e bildireceği tüm ürünleri sadece bu 90 günlük süre boyunca satma hakkına sahiptir. Lisans Alan bu satıştan elde edeceği Lisans bedelini de yine bu sözleşmede anılan şekilde Lisans Verenin ilgili hesabına aylık olarak yatırmakla yükümlüdür.

Bu 90 günlük süre içerisinde kesinlikle yeni üretim yapılmaz.



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90 günlük süre sonunda hala satılmayan ürünün olması durumunda, Lisans Alan ya bu Ürünleri Lisans Veren'in temsilcisi huzurunda imha eder ya da Lisans Veren'in onayını alarak bir hayır kurumuna bağışlar.

Anılan 90 günlük süre boyunca Lisans Alan'ın yürüttüğü satış faaliyetinin Lisans Veren'in 3. Bir kişi ile yaptığı/yapacağı/yapması olası yeni Lisans Sözleşmelerine ve yeni lisans alanın ticaretine zarar vermesi halinde Lisans Veren anılan 90 günlük süre bitmeden önce de Lisans Alan'ın satış faaliyetlerine son vermesini talep edebilir. Lisans Alan böyle bir durumda söz konusu ürünleri derhal toplayarak Lisans Veren'in temsilcisi huzurunda imha edeceğini ya da Lisans Veren'in onayını alarak bir hayır kurumuna bağışlayacağını gayrı kabilî rücu kabul ve taahhüt eder.

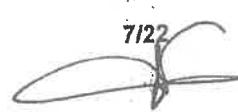
7.10. Lisans Alanın, bu sözleşmeye konu Lisanslı Ürünleri kendisi imal etmeyip, yurt içinde veya dışında başka bir üreticiye imal ettirmesi söz konusu olduğunda, Lisans Verenin yazılı ön iznini almak zorundadır. Üçüncü taraf imalatçı veya imalatçıları Lisanslı Ürünleri ancak Lisans Verenin yazılı iznine bağlı olarak ve münhasıran Lisans Alan için üretebilir.

Bu maddenin gerçekleşebilmesi için Lisans Alanın anlaştığı Üçüncü Taraf İmalatçı ile bu sözleşmeyle ek olarak verilen EK 3 "ÜÇÜNCÜ TARAF İMALATÇI SÖZLEŞMESİ" ni, ekteki formatta, usulunce akdedip, Lisans Veren'e göndemesi gerekmektedir. Bu üretim olurunun verilmesi tamamen Lisans Verenin oluruna tabidir.

Lisans Alan, Lisans Verenin yazılı ön izni olmadan Üçüncü taraf İmalatçıdan herhangi bir Lisanslı Ürün veya parçası sipariş edemez. Lisans Alan bu hususun Lisans Verenin iznine tabi olduğunu kabul, beyan ve taahhüt eder.

Lisans Alan, Lisanslı Ürün veya ürün parçası üretilmesine izin verilen her bir Üçüncü Taraf İmalatçısının faaliyetlerini takip etmek, Lisanslı Ürün veya ürün parçalarının üretiminin Lisans Verenin ön gördüğü kayıt ve koşullarda üretilip üretilmediğini kontrol etmek, aykırı bir durum var ise bunu tespit edip uygun koşullarda üretimini sağlamakla yükümlüdür.

Lisans Alanın başvurusu üzerine Lisanslı Ürün veya ürün parçası üretilmesine izin verilen bir Üçüncü Taraf İmalatçı'nın Lisanslı Ürünleri veya bu ürünler ile ilgili elinde bulunan Lisanslı Marka, Lisanslı Tasarım ve/veya Lisanslı Eser ve/veya her nevi görsel ya da kalıpları yetkisi


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dışında kullanması veya yetkili olmayan birilerine kullandırması durumunda, Lisans Alan bu kullanımı durdurmak için gerekli tüm işlemleri yapmakla görevlidir.

Lisans Alan, kendisi tarafından atanın ve Lisans Verenin iznini alan bir Üçüncü Taraf İmalatçısı nedeni ile Lisans Verenin maruz katılacağı her türlü maddi-manevi zararı ilk talep halinde tazmin etmeyi gayrikabili rücu kabul, beyan ve taahhüt eder.

7.11. Lisans Alan, bu sözleşmede yer alan hiçbir maddenin kendisine, Lisans Veren tarafından Lisansa konu Marka, Lisansa konu Tasarım ve/veya Lisansa konu Eser kapsamında vücuda getirilen çizgi filmlere ait görüntüler, sesleri, müziği ve sair işitsel ya da görsel unsurları kullanma hakkı vermediğini bildiğini kabul, beyan ve taahhüt eder.

7.12. Lisans Alan İşbu sözleşmenin münhasır nitelikte olmadığını, Lisans Veren'in Lisanslı Marka, Lisanslı Tasarım ve Lisanslı Eserleri 3. Kışılere de kullanılabileceğini bildiğini kabul ve taahhüt eder.

7.13. Lisans Alan'ın, İşbu 8. Madde kapsamındaki yükümlülüklerinden herhangi birine aykırı davranışsı ve/veya bunları tam ve gereği yerine getirmemesi halinde, Lisans Veren kanundan ve sözleşmeden doğan diğer tüm hakları saklı kalmak kaydı ile sözleşmeyi derhal etkili olacak şekilde feshedebilir. Lisans Alan böyle bir durumda Lisans Veren'in ugradığı tüm zararı derhal ve ilk talep halinde ayrıca bir müracaata gerek olmaksızın tazmin etmek zorundadır.

Madde 8. LISANS HAKKININ KORUNMASI

İşbu sözleşme kapsamında Lisans Alan tarafından üretilcek Lisanslı Ürünlerin, herhangi bir piyasada Lisans Alanın faaliyetini engelleyecek şekilde taklit edilmesi ve/veya haksız rekabete maruz kalınması halinde, Lisans Veren, marka, tasarım ve/veya esere tecavüz ile haksız rekabetin önlenmesi, etkilerin ortadan kaldırılması ve duçar olunan maddi ve manevi zararların tazmin edilmesi vs. konularda doğrudan hukuki ve cezai yollara başvurma konusunda tek başına hak sahibidir.



Madde 9. TEBLİGAT ADRESLERİ

Taraflar işbu sözleşmede belirtikleri adresi tebliğat adresi olarak kabul etmişlerdir. Herhangi bir adres değişikliği durumunda derhal karşı tarafa bildirilecek aksi halde bu adreslere yapılacak bildirimler geçerli sayılacaktır.

Madde 10. AYLIK BEYANLAR ve DENETİM

10.1. Lisans Veren, Lisans Alanın her türlü defter ve belgelerini kendi yetkilendirdiği kişi veya kişiler veya denetleme şirketleri vasıtasyyla inceleme ve denetleme hakkına sahiptir. Bu kapsamında Lisanslı Ürünlerin üretimi, satışı ve pazarlanması ve dağıtıımı gibi konulardaki her türlü iş ve işlemelere ilişkin envanter raporu ve her türlü defter ve belgeleri Lisans Veren, istediği zaman inceleme ve incelettirme hakkına sahiptir. Lisans Veren bu incelemeyi bizzat kendi yetkilisi marifeti ile yapabileceği gibi bu konuda ehil birisine veya özel bir şirkete de yaptırabilir. Bu hakanın Lisans Alan tarafından kısıtlanması veya engellenmesi sözleşmenin Lisans Veren tarafından haklı olarak tek taraflı fesih sebebidir.

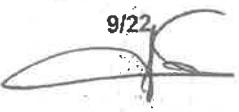
10.2. Lisans Alan tüm kayıtlarını genel kabul görmüş muhasebe standartları ve ilkeleri ile yürürlükteki yasal mevzuatlara uygun olarak tutmayı ve yasal belgeye dayanmayan hiçbir işlem yapmamayı kabul, beyan ve taahhüt eder. Yasal olmayan veya kayıtsız işlem yapıldığının tespiti halinde sözleşme herhangi bir merasime gerek kalmaksızın kendiliğinden fesih olur.

10.3. Lisans Alan, sözleşmenin yürürlük tarihinden başlayan Lisans Dönemi boyunca, üç aylık dönemler halinde 1.14. madde de anılan Lisans Bedeli Raporunu, Lisans Verenin istediği formatta (ürün ve stil numarasını, tanımını, birim satış tutarı ve toplam satış bedelini, pazarlama bütçelerini açık, anlaşılır bir tablo halinde gösterir şekilde) ve raporun ilgili olduğu çeyreği takip eden ayın 10'una kadar Lisans Veren'e sunmayı kabul, beyan ve taahhüt eder.

10.4. Yukarıdaki madde kapsamında anılan üç aylık raporlar haricinde Lisans Alan, Lisans Dönemi boyunca 6 aýda bir Yeminli Mali Müşavir tarafından onaylı ve Lisanslı Ürünlerin üretim, satış ve pazarlamasına dair bir raporu da Lisans Veren'e iletmek zorundadır.



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Madde 11. MALİ KONULAR

11.1. MİNİMUM GARANTİ ÜCRETİ

11.1.1. Lisans Alan, bu sözleşme uyarınca ve bir Lisans Dönemi için geçerli olacak şekilde Minimum Garanti Ücreti olarak Otuz bin (30.000) TL+ KDV'yi sözleşmenin imzalanmasını takip eden 7 gün içerisinde 10.000TL+KDV, 10.000TL+KDVlik kısım 01.06.2021 tarihinde, 10.000TL+KDVlik kısım ise 01.10.2021 tarihinde olacak şekilde Lisans Verenin hesabına yatırmayı beyan, kabul ve taahhüt eder.

11.1.2. Sözleşmenin her ne sebeple olursa olsun feshi ve/veya süresinin sona ermesi halinde, (anılan fesih/sona erme tarihi itibarıyle hesaplanan Lisans Veren'e ödenmesi gereken Lisans Bedeli miktarı Minimum Garanti Ücreti'ni aşmıyorsa dahı), Minimum Garanti Ücreti'nin kısmen ve/veya tamamen iadesi talep edilemez ve/veya bu ödeme Lisans Alan'ın bu sözleşme uyarınca her ne isim altında olursa olsun Lisans Veren'e ödemekle yükümlü olduğu bir bedelen mahsup edilemez.

11.2. ÖDEMELER

11.2.1. Minimum Garanti Ücreti'nin agramı halinde, Lisans Alan, Lisanslı Ürünlerin Üç aylık toplam ciroları üzerinden Madde 1.12'de belirtilmiş olan oranda Lisans bedelini 11. maddede belirtilen prosedüre uygun olarak raporlayarak, Lisans Verenin hesabına yatırmakla yükümlüdür.

11.2.2. Aylık olarak ödenecek olan Lisans Bedeli, işbu Sözleşmenin 11.3. maddesi uyarınca Lisans Alan tarafından Lisans Veren'e sunulacak olan satış raporları kapsamında Lisans Veren tarafından düzenlenecek faturaların Lisans Alan'a ulaşmasını takip eden en geç 30 İş günü içinde Lisans Veren'in hesabına yatırılacaktır.

11.2.3. Lisans Bedeli ödemelerin üst üste iki dönemde de tam ve/veya zamanında yapılmaması halinde Lisans veren Sözlesmeyi haklı sebeple tek taraflı olarak feshedebilir.

11.3. Lisans Alan'ın, işbu 12. Madde kapsamındaki yükümlülüklerinden herhangi birine aykırı davranışları ve/veya bunları tam ve gereği yerine getirmemesi halinde, Lisans Veren

kanundan ve sözleşmeden doğan diğer tüm hakları saklı kalmak kaydı ile sözleşmeyi derhal etkili olacak şekilde feshedebilir. Lisans Alan böyle bir durumda Lisans Veren'in uğradığı tüm zararı derhal ve ilk talep halinde ayrıca bir müracaata gerek olmaksızın tazmin etmekt zorundadır.

Madde 12. YETKİLİ TEMSİLCİLER

12. Taraflar, işbu sözleşme ile bağlantılı her amaca yönelik olarak kendileri adına hareket edecek uygun donanıma ve deneyime sahip birer temsilci atama hususunda anlaştılar. Bir tarafın temsilcisinin işbu sözleşme kapsamındaki rolünü yürütmekte başarısız olması halinde ilgili taraf derhal uygun donanıma ve deneyime sahip yeni bir temsilci atayacak ve diğer tarafı bu değişikliğe ilişkin olarak bilgilendirecektir.

LİSANS VEREN TEMSİLCİSİ

Özlem Civelek

LİSANS ALAN TEMSİLCİSİ

Vecdet Şendil

Madde 13. CEZAI MÜEYYİDELER VE SORUMLULUK

13.1. Lisans Dönemi boyunca ve işbu Sözleşmenin sona ermesinden ya da feshedilmesinden sonra da devam edecek şekilde, Lisans Alan, işbu Sözleşme kapsamında kendi faaliyetlerinden ortaya çıkan her türlü iddia, mesuliyet (iyi niyetle yapılan uzlaştırmalar da dahil) ve harcamalar (makul avukat ücretleri de dahil) ve Lisanslı Ürünlerdeki her türlü iddia edilen kusur (açık ya da gizli), herhangi bir kişisel yaralanma, Lisans Verenin ya da herhangi bir üçüncü tarafın haklarının Lisanslı Ürünlerin promosyonu, reklamı, üretimi, satışı, mülkiyeti ya da kullanımından doğan herhangi bir ihlali ya da herhangi bir Lisanslı Ürünün ilgili yasalara uymaması karşısında Lisans Verenin maruz kalacağı her türlü maddi-manevi zararı ilk talep halinde tazmin etmeyi gayrิกabilii rücu kabul, beyan ve taahhüt eder.

13.2. Lisans Alan, işbu Sözleşme hükümlerine uygun olarak onaylanan herhangi bir Lisanslı Ürünün, ambalajının ve/veya promosyon ve reklam malzemesinin kullanımının herhangi bir üçüncü tarafın fikri ve/veya sınai hakkını ihlal etmesinden doğan her türlü iddia, mesuliyet (iyi niyetle yapılan uzlaştırmalar da dahil) ve harcamalar (makul avukat ücretleri de dahil)



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karşısında Lisans Verenin maruz kalacağı her türlü maddi-manevi zararı ilk talep halinde tazmin etmeyi gayrikabili rücu kabul, beyan ve taahhüt eder.

Bu kapsamda Lisans Alan Ürünün, ambalajının ve/veya promosyon ve reklam materyallerinin herhangi bir üçüncü tarafın haklarını ihlal edip etmediğinden emin olmak için gerekli incelemeleri yapmanın tamamen kendi sorumluluğu olduğu ve Lisans Verenin bu tarz ihlalin meydana gelmesi halinde sorumlu olmayacağı açıkça kabul, beyan ve taahhüt edilmiştir.

13.3. Lisans Veren, yukarıda anılan şekilde Lisanslı Ürün Kapsamındaki ürünlerin ya da herhangi bir ambalaj, reklam ya da promosyon materyalinin herhangi bir üçüncü tarafın marka, tasarım, patent ve/veya eserden doğan haklarını ihlal etmesinden ya da Lisans Verenden alınan haklar haricinde o üçüncü tarafın edinmiş olduğu daha önceki haklara nazaran haksız rekabet oluşturmamasından ortaya çıkabilecek herhangi bir mesuliyet ya da harcama ile ilgili olarak herhangi bir garanti ya da tazminat ödeme taahhüdü vermez.

13.4. Sözleşmede yer alan fesih şartlarından herhangi biri oluştuğunda, yahı sözleşme bir sebeple fesih edildiğinde, Lisans Veren, Lisans Alının elinde hali hazırda üretilmiş veya satıştaki Lisanslı Ürünler için istediği şartı öne sürmeye yetkilidir. Lisans Veren böyle bir durumda satıştaki ürünler için belli bir süre belirleyerek o süre içerisinde satışın neticelenmesini, o süreden sonra satışın durdurulmasını, elde hala kalan ürün var ise onların imha edilmesini isteyebilecegi gibi süre vermekszin sözleşmenin feshi ile birlikte tamamen toplatılıp imha edilmesini de isteyebilir.

Madde 14. GİZLİLİK

14.1. Taraflar arasındaki bu sözleşme aynı zamanda Lisans Alan ve Lisans Veren arasında yapılan işler ile ilgili bir gizlilik anlaşması anlamına gelmektedir. Bu kapsamında Lisans Süresince ve hatta sözleşme sona erdikten sonra da her iki taraf da paylaşılan bilgileri gizli tutacak ve 3. Kişi'ce paylaşmayacaktır. Bu sözleşme uyarınca, bir Taraf'ın tescilli veya tescilsiz telif hakkı, buluşu, ticari sırrı ve bunlara sınırlı olmamakla birlikte her türlü know-how, iyileştirme fikri, icat, yöntem, iş ve her türlü yenilik dahil kendisinin yazdığı, bulduğu, geliştirdiği, yapmayı düşündüğü veya uygulamaya döktüğü veri tabanı, bilgisayar programları ve bunların dokümanları, şifreleme teknikleri, prosesler, reklam, ambalajlama ve pazarlama planları, ürün planları, teknik planlar; iş stratejileri, stratejik ittifaklar ve ortaklar; mali bilgiler, mühendislik verileri, ürün ve

servislere ait veriler, her türlü yöntem ve prosesler, tahminler, personel bilgileri, müsteri listeleri, ticari sırlar, ürün tasarım kabiliyetleri, şartnameler, potansiyel ve gerçek müşterilerin kimliği, potansiyel ve gerçek müşteriye ait her türlü doküman, şartname, taslak ve bunun gibi belgeler; tedarikçilerle ilgili bilgiler; başta bu Sözleşmeye konu Tasarım Rehberi olmak üzere bir Taraf'ın diğer Taraf'a temin ettiği her türlü doküman ve malzeme; bir Taraf'ın yöneticileri, çalışanları veya temsilcileri vasıtasyyla diğer Taraf'ın yöneticileri, çalışanları veya temsilcilerine ifşa ettiği her türlü sözlü, yazılı, grafik veya makinede okunabilir bilgiler ve halihazırda devam eden veya gelecekte oluşturulacak ticari ilişkiler hakkındaki bilgiler de dahil olmak üzere (ancak bunlarla sınırlı olmaksızın) ve bu kapsamda her bir Taraf'ın diğerinden doğrudan veya dolaylı olarak edindiği veya aldığı her türlü bilgiyi ifade edecektir. Gizli bilgiler ve veriler, yazılı olarak gizli veya tescilli oldukları belirtilmese dahi Gizli Bilgi olarak kabul edilecektir.

14.2. Her bir Taraf, diğer Taraf'ın ifşa ettiği Gizli Bilgi ile ilgili olarak:

- (a) Bu Gizli Bilgi'yi diğer Taraf'ın önceden yazılı rızasını ve Üçüncü şahıstan Gizli Bilgi'ye ilişkin burada yer alan sınırlamaların bağlayıcılığını bildiren yazılı bir taahhütname almadan herhangi bir üçüncü kişiye ifşa etmemeyi, kullandırmamayı, devretmemeyi, satmamayı, ticari muamelelere konu yapmamayı, ilan etmemeyi, tahrif etmemeyi veya başka herhangi bir şekilde sunmamayı, fotokopisini veya örneğini çıkarmamayı, başka bir araçla çoğaltmamayı, elektronik ortam da dahil olmak üzere kesinlikle gizli tutmayı ve mümkün olan en gizli ve saklı şekilde muhafaza etmeyi;
- (b) Gizli Bilgi'yi doğrudan veya dolaylı olarak Taraflar'ın áralarında mevcut ilişkinin amacı dışında veya diğer Taraf'ın önceden alınmış yazılı rızası olmadan Taraflar arasında halihazırda mevcut ilişkiyi ilgilendiren bir yatırım hakkında yapılan tekliflerle ilgili herhangi bir ayrıntıyı, bu tekliflerin şartlarını, hükümlerini ve bunların durumlarını başka bir şahıs ile birlikte diğer Taraf'la yapılacak işi değerlendirme amacıyla kullanmamayı, kullandırmamayı ve ifşa etmemeyi;
- (c) Gizli Bilgi'yi diğer Taraf'ın önceden alınmış yazılı rızasına bağlı olarak, danışman ve acenteleri ile söz konusu kuruluşların çalışanlarına, yöneticilerine ve müdürlerine, ancak bu kişilerin işbu Gizlilik Sözleşmesi hükümlerine bağlı kalacaklarına ilişkin yazılı bir taahhütname almak şartıyla açıklamayı,



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kabul eder.

14.3. Her bir Taraf diğer Taraf'ın gizli bilgilerini korumak için her türlü makul önlemi alacaktır. Taraflar'dan birinin Gizli Bilgisi diğer Taraf'ın personelinden yalnızca işin içabı ve ifası için bilmesi gereken temsilcilerine temin edilebilir ve bu Gizli Bilgi bu şekilde temin edilmeden önce personeline dahili prosedürlerine uygun olarak bu Gizli Bilgi'nin gizli olarak alındığını ve bu personel tarafından da gizli tutulması gerektiği konusundaki yükümlülüklerini derhal bildirecek ve Sözleşme kapsamında elde ettiği bilgileri: acentesi, danışmanı, çalışanı ve yardımcı kişileri ile paylaşması durumunda, bu kişilerden, akitlerinin sona ermesi halinde de geçerli olacak şekilde işbu gizlilik sözleşmesinde yer alan gizlilik hükümlerine riayet edecekleri ve sözleşmede yer alan yükümlülük ve sorumlulukları şahsen kabul ettikleri konusunda yazılı taahhütlerini temin etmeyi ve bu yazılı taahhütleri karşı Tarafa iletmeyi, bu kişilerin işbu Sözleşme'nin ihlaline yol açacak fiillerden dolayı diğer Tarafa karşı sorumlu olacağını kabul, beyan ve taahhüt eder.

14.4. Herhangi bir sebeple, Gizli Bilgi kısmen, işbu Gizlilik hükümlerine aykırı olarak, üçüncü kişilere ya da yetkisiz personele açıklanmış olsa bile açıklanmamış kısma ilişkin gizlilik yükümlülüğü aynen devam edecektir. Bilginin geri kalan kısmının da açıklanması için, bu durum hiçbir şekilde haklı bir gerekçe oluşturmayacaktır.

14.5. İfşa eden tarafın Gizli Bilgisi ile ilgili hakların tamamı yalnızca İfşa eden tarafın mali olarak kalacaktır. Taraflar'dan her biri, İfşa Eden'in, Gizli Bilgi'yi ifşa etmesinin ve/veya tesliminin bu bilgiyle ilgili olarak işbu Sözleşmede açıkça belirtilenler dışında herhangi bir hak, lisans veya başka bir şey vermesi olarak yorumlanamayacağını kabul ederler. Taraflar'dan her biri diğer Taraf'ın Gizli Bilgisi'nin ticari sırlar olduğunu kabul eder ve bu Gizli Bilgi'nin doğruluğu, bütünlüğü, durumu, uygunluğu, ticarette kullanılabilirliği veya performansı ile ilgili olarak herhangi bir beyanda bulunmamayı ve garanti vermemeyi kabul eder.

14.6 Taraflar'dan hiç biri önceden diğer Taraf'ın yazılı rızasını almaksızın işbu Sözleşmesi'nin yapılmasına neden olan görüşmeleri veya işbu Sözleşmesi'nin kapsamındaki görüşmeleri veya pazarlıklarını veya Sözleşme uyarınca temin edilen, Gizli Bilgi'yi yasaların zorunlu kıldığı ve kabul edildiği durumlar haricinde herhangi bir şekilde dağıtmayacak, ifşa etmeyecek, halka açıklamayacak, basın bültenine konu etmeyecek, reklam konusu yapmayacaktır. Taraflar, yasal mevzuatın gereğini yerine getirmek amacıyla veya yetkili mercilerin yasalar çerçevesinde talep etmeleri halinde ve yasal zorunluluklarla sınırlı olmak

Üzere zaruri durumlarda bu Gizli Bilgi'nin bir kısmını veya tamamını açıklaması gerekirse açıklama miktarını minimize etmek üzere gerekli yasal önlemleri almak ve açıklama yapılmadan önce bilgisi verilecek Taraf'ın yazılı iznini almayı kabul eder.

14.7. Taraflar'dan hiç biri Gizli Bilgi'yi her ne nedenle olursa olsun İşbu Sözleşmede belirtilen amaçlar dışında kendi ya da üçüncü bir şahsin menfaat ya da amaçları için veya rekabet amaçlı ve bununla sınırlı olmamak kaydıyla, hiçbir surette açıklamayacak ve kullanmayacaktır.

14.8. Lisans Alan, İşbu sözleşmenin konusu Gizli Bilgi üzerindeki her türlü hak ve menfaatin Lisans Veren'e ait olduğunu kabul ve teyit eder,

14.9. Lisans Alan, Gizli Bilgi'yi Üçüncü kişilere açıklamayacağını, kopyalarını yapmayıacağını ve/veya çoğaltmayıacağını ve çalışanlarının da söz konusu Gizli Bilgiyi açıklamaması, kopyalarını yapmaması ve/veya çoğaltmaması için gerekli tedbirleri alacağını gayri kabili rücu kabul, beyan ve taahhüt eder.

14.10. Lisans Alan'a teslim dilen Gizli Bilgi ariyet olarak verilecek olup, her ne sebeple olsun Sözleşmenin sona ermesi halinde Lisans Alan'da hiçbir kopya kalmayacak şekilde derhal Lisans Veren'e iade edilecektir.

14.11. Lisans Alan, bu sözleşmeyi uyarınca ürettiği/üreteceği tüm işlerin üzerindeki (şayet varsa) 5846 sayılı Fikir ve Sanat Eserleri Kanunu'ndan kaynaklanması muhtemel işleme, çoğaltma, yayma, temsil ve umuma iletim şeklinde sayılmış mali hakların bir bütünü olarak yaratım anı itibarıyle Lisans Veren'e ait olduğunu, Lisans Veren'in bu işleri kullanmasının ve/veya 3. Kişi kullandırmamasının (şayet varsa) 5846 sayılı Fikir ve Sanat Eserleri Kanunu'ndan kaynaklanması muhtemel adın belirtilmesi, eserde değişiklik yapılması, eserin umuma arzının belirlenmesi ve eser sahibinin maliyet ve zilyede karşı hakları şeklinde sayılmış manevi haklarını hiçbir şart ve koşul altında ihlal etmediğini ve/veya etmeyeceğini bunlarla ilgili Lisans Veren'den her ne isim altında olursa olsun herhangi bir bedel talebinden bulunmayacağıni gayri kabili rücu kabul, beyan ve taahhüt eder.

Madde 15. SÖZLEŞME SÜRESİ, UZATILMASI, BİTİMİ, FESİH VE SONUÇLARI

15.1. İşbu Sözleşme ile Lisans Alanın Lisans kullanım hakkı 25 aydır. 31.12.2022 tarihinde

bu Lisans Sözleşmesi kendiliğinden ve bildirime gerek olmaksızın geçerliğini yitirir. Bu sürenin dolmasıyla beraber sözleşme, Lisans Alan'ın işbu sözleşmenin 5. Maddelerinde anılan yükümlülükleri dışında kendiliğinden yürürlükten kalkar ve İşbu sözleşme ile Lisans Alan'a verilen haklar da başkaca hiçbir merasime gerek olmaksızın Lisans Veren'e geri döner.

15.2. Taraflar İşbu sözleşmenin ve bu madde kapsamında 1 yıl süre ile uzayan sözleşmelerin sona ermesinden 60 gün önce karşılıklı olarak mutabık kâlarak sözleşme süresinin 1 yıl için uzatılması konusunda mutabık kalabilir. Sözleşmenin süresinin uzatılmasına karar verildiği takdirde Taraflar arasında yeni lisans döneminin süresine ilişkin bir ek protokol yapılacaktır. İşbu sözleşme koşulları uzayan sözleşme süresi kapsamında da aynen geçerli olmaya ve tarafları bağlamaya devam edecektir.

15.3. Sözleşmenin yürürlükten kalktığı tarihte eğer Lisans Alanın hala elinde, piyasada satılmamış, Lisanslı Ürünü mevcut ise, bu mevcut ürünü, 90 gün içinde satışını gerçekleştirmesi gerekmektedir. Lisans Alanın, 90 gün sonunda hala elinde ürün var ise bu ürünleri Lisans Verenin istediği doğrultusunda imha etmeyi veya yönlendireceği bir hayır kurumuna bağışlamayı kabul, beyan ve taahhüt eder.

Bu süre içinde kesinlikle yeni üretim yapılamaz. Yapılması halinde Lisans Verenin bu nedenle uğrayacağı zararları talep ve tazmin etme haklı saklıdır.

Sözleşmenin 16.2 uyarınca 1 yıllık süre için uzaması halinde, stok satış süresi ile ilgili hükümler uzayan sürenin bitiminden itibaren geçerli olacaktır.

15.4. İşbu Sözleşmede açıkça düzenlenen fesih hallerine ilaveten;

- (a) Eğer Lisans Alan Sözleşme kapsamındaki herhangi bir yükümlülüğünü yerine getiremezse ve bu durum, Lisans Verenin yapacağı yazılı bildirimden itibaren 10 gün içinde düzeltilemezse;
- (b) Üretimine izin verilen ürünlerin makul bir zamanda Lisans Alan üretemez veya ürünlerin piyasada satışı için gerekli tanıtım, reklam, pazarlama ve dağıtım işini gerçekleştiremezse ve bu konuda bir başarısızlık söz konusu olursa, Lisans Veren'in tek taraflı yazılı bildirimi ile;
- (c) Ürünlerin seri üretimi için Lisans Verenin yazılı ön izin alınmaz ise derhal,

(d) Lisans Alanın ve Lisans Verenin ortaklık yapısında önemli bir değişiklik olur ve bu değişiklik sözleşmede belirlenen yükümlülüklerin yerine getirilmesine engel olacak bir nitelikte kendini gösterirse derhal,

(e) Lisans Alan ticarete konu olan ürünlerinde Türkiye Cumhuriyetinde an itibariyle geçerli olan mevzuata aykırı faaliyette bulunması halinde derhal,

(f) Taraflardan herhangi birisinin iflas ve konkordato ilan etmesi durumunda derhal fesholur ve bu sözleşme ile Lisans Alan'a tarihan tüm haklar hiçbir merasime gerek olmaksızın Lisans Veren'e geri döner. Sözleşmenin hangi sebeple olursa olsun feshi halinde, Lisans Alan hiçbir şekilde kendisi veya üçüncü kişiler için Sözleşme Konusu ürünleri üretemez, üretiremez, imal edemez, satamaz, dağıtamaz.

15.5. Sözleşmenin feshi halinde fesih tarihi itibariyle doğmuş ve fakat Lisans Veren'e henüz ödenmemiş bütün Lisans Bedelleri derhal ve nakden, ve koşulları olmuş ise işbu sözleşmenin 14.5. maddesine anılan cezai şart da dahil olacak şekilde, Lisans Veren'e ödenecektir. Ayrıca Lisans Alan, sözleşmenin hangi sebeple olursa olsun feshi halinde TASARIM REHBERİ ile Lisans'a konu ürünlerin üretimi için gerekli sayılanlarla sınırlı olmaksızın her türlü kalıp, klişe, baskı vs. materyali hiçbir kopya almaksızın derhal Lisans Veren'in temsilcisine iade edilecektir.

15.6. Lisans alanın işbu sözleşmeye konu lisanslı ürünler işbu sözleşme süresinde 6 ay boyunca üretmemesi ve/veya satışını yapmaması durumunda ve/veya üretimini ve/veya ürün satışını 6 ay boyunca işbu sözleşmeye uygun şekilde düzenleyerek Lisans Veren'e gönderdiği raporlarda gösterememesi halinde, bu kapsamdaki ürünler ile ilgili verilen Lisans herhangi bir merasime gerek olmaksızın ortadan kalkar ve bu ürünler ile sınırlı olmak kaydıyla Lisans Alana verilen haklar hiçbir merasime gerek olmaksızın Lisans Veren'e geri döner. Lisans Alan hiçbir şekilde kendisi veya üçüncü kişiler için bu minvalden ürünleri üretemez, üretiremez, imal edemez, satamaz, dağıtamaz, kendi yedinde bulunan her türlü kalıp, klişe, baskı vs. materyali hiçbir kopya almaksızın derhal Lisans Veren'in temsilcisine iade eder.

Madde 16. MÜCBİR SEBEPLER

16.1. Tarafların, burada belirtilen yükümlülükleri yerine getirmesi sırasında ortaya çıkan ve sözleşme edimlerini olumsuz etkileyen doğal afetler, terör, işverenden kaynaklanmayan ve



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işverenin kontrolü dışındaki grevler ve diğer işçi eylemleri, ilan edilmiş savaş, sabotaj veya söz konusu tarafın makul kontrolü dışındaki herhangi bir sebep de dahil olmak üzere mücbir sebep olarak kabul edilecektir. Bu mücbir sebeplerden birinin oluşması halinde etkilenen taraf diğer tarafı haberdar edecektir.

16.2. Sözleşme kapsamında tarafların hak ve yükümlülüklerini gereği gibi yerine getirmesini engelleyen mücbir sebebin varlığı ve bu mücbir sebebin kesintisiz olarak 30 (otuz) gün sürmesi ve tarafların sessiz kalması halinde sözleşme kendiliğinden sona erecektir. Ancak, bu süre geçmeden de taraflar sözleşmeyi karşılıklı birbirine uygun irade beyanlarıyla yazılı olarak sona erdirebilecekleri gibi, mücbir sebebin kalkmasına kadar beklenmesini de yazılı olarak kararlaştırabilirler.

Madde 17. UYUŞMAZLIĞIN ÇÖZÜMÜ

17.1. Bu sözleşmenin uygulanmasından doğacak ihtilafların hallinde öncelikle karşılıklı iyi niyet çerçevesinde çözüm aranacak, sülh olunamaması durumunda uyuşmazlığın çözümünde İstanbul (Çağlayan) Mahkemeleri ve icra daireleri yetkili olacaktır.

Madde 18. DAMGA VERGİSİ

İşbu Sözleşme iki nüsha olarak düzenlenmiş olup, Sözleşme'den doğan damga vergisi taraflarca eşit olarak karşılanacaktır. Bu bedelin tamamının Lisans Veren tarafından ilgili mercilere ödenmesi halinde, yarısına tekabül eden tutar Lisans Alan tarafından Lisans Veren'e ödenecektir.

Madde 19. YÜRÜRLÜK

19.1. İşbu sözleşme tarafların imzalaması ile yürürlüğe girer. İmzayı müteakip 7 gün içinde 12.1. maddesinde yer alan Minimum Garanti Ücreti'nin Lisans Alan tarafından Lisans Verenin hesabına yatırılması ile geçerlilik kazanır. Aksi takdirde kendiliğinden fesih olur.

19.2. İşbu sözleşme iki (2) nüsha olarak düzenlenmiş olup, bir nüshası Lisans Veren'de, bir kopyası ise Lisans Alan'da kalacaktır.

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LİSANS VEREN
GRAFI2000 PRODÜKSİYON REKLAMCILIK
YAY.VE TİC.LTD.ŞTİ.

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Mecidiye Mah. Karakag Sk. No: 16
D: 1-2 Ortaköy / İSTANBUL
Beşiktaş V.D. 411 033 9579

LİSANS ALAN
GIPTA A.Ş.

GIPTA
OFİS-KİRTASIYE VE PROMOSYON
ÜRÜNLERİ İMAKAT SANAYİ A.Ş.
ESKİSEHIR KARAOĞLU 52 KM TEMELLİANK
TEL. 655 19 00 ULUS V.D. 39500 67062

SÖZLESME EKLERİ:

EK 1. Tasarım Rehberi

EK 2. İş ve Pazarlama Planı

EK 3. Üçüncü Taraf Üretici Sözleşmesi

(Şayet Üretim 3. kişiye yaptırılacak ise, sözleşme formatı, Lisans Alan tarafından
Lisans Veren'den talep edilmelidir.)

EK-46

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and

GIPTA OFIS KIRTASIYE VE PROMOSYON URUNLERİ İMALAT SANAYİ A.Ş., with its principal place of business at Kazim Karabekir Cad. 7/82, Iskitler, Ankara, Turkey ("Licensee").

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2. **PROPERTY.** "Property" means, individually or collectively:
 - A. **BARBIE; HOT WHEELS;** and
 - B. Such associated trademarks, copyrights, logos, names, concepts, artwork and other associated creative elements, in each case owned or controlled by Licensor, as shown in (i) the Style Guide(s) or (ii) other materials furnished and Approved by Licensor for use with the Property specified in clause A above, in each case in accordance with the terms and subject to the conditions set forth in this Agreement.
3. **PRODUCTS.** Subject to all applicable terms of this Agreement, Licensee's grant is restricted to the following "Products" only (and includes no others):

Gift Packaging – Everyday (Non-Seasonal) – Bags & Tags & Boxes
Gift Packaging – Everyday (Non-Seasonal) – Roll Wrap
Back-To-School Stationery
Novelty Stationery
Photo Albums & Scrapbooking
Stickers
Calendars
Social Stationery

The Products will be created by or for Licensee based upon or utilizing the Property, and include all corresponding components, parts, subparts, accessories, containers and packaging materials.
4. **TERRITORY.** Subject to Section 1.2 of the Standard Terms and Conditions, the "Territory" shall consist of the following countries: **Turkey**.

5. **DISTRIBUTION CHANNELS.** Subject to Section 1.2 of the Standard Terms and Conditions, in light of Licensee's distribution capabilities as of the Effective Date, this license is limited to a license to Sell through the following "Distribution Channels" designated with an "X" below. Licensee is free to determine its specific customers within the authorized Distribution Channels.

| | |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | Department Stores |
| <input checked="" type="checkbox"/> | Discount Stores |
| <input checked="" type="checkbox"/> | Internet (including via mobile and wireless devices) |
| <input checked="" type="checkbox"/> | Mass Market |
| <input checked="" type="checkbox"/> | Third-Party Distributors and Wholesalers (in all cases for resale only to customers otherwise included in the Distribution Channels) |
| <input checked="" type="checkbox"/> | Specialty Stores and/or other Special Markets as follows: fast fashion apparel stores; electronics stores; accessory stores; home goods stores; bookstores; stationery stores; gift stores/boutiques; crafts stores; office supply stores; party supply stores; costume stores; toy stores; vending machines. |

6. **TERM.** The term of this Agreement ("Term") is the period commencing on the Effective Date and expiring on December 31, 2022, unless earlier terminated in accordance with this Agreement. Any Product development or other performance under this Agreement occurring prior to the Effective Date also will be governed by the terms of this Agreement.

7. **ADVANCE.** Immediately following receipt of an invoice issued by Lessor, Licensee shall pay to Lessor a non-refundable advance against Royalties (the "Advance") in the amount of €5,000 with respect to the BARBIE Property; and €5,000 with respect to the HOT WHEELS Property. Full and timely payment of the Advance by Licensee is a condition precedent to Licensee's right to exercise any rights hereunder.

8. **GUARANTEE(S).** In accordance with Section 3 of the Standard Terms and Conditions, on the dates set forth below. Licensee will pay to Lessor the following "Guarantee(s)":

| PROPERTY: BARBIE | | | |
|------------------|-------------------|--------------|----------------------------------|
| Territory | Period | MGR (Euro €) | Due Date |
| Entire Territory | 1/1/21 – 12/31/21 | €5,000 | Advance upon Agreement Signature |
| Entire Territory | 1/1/22 – 12/31/22 | €7,500 | January 1, 2022 |

| PROPERTY: HOT WHEELS | | | |
|----------------------|-------------------|--------------|----------------------------------|
| Territory | Period | MGR (Euro €) | Due Date |
| Entire Territory | 1/1/21 – 12/31/21 | €5,000 | Advance upon Agreement Signature |
| Entire Territory | 1/1/22 – 12/31/22 | €7,500 | January 1, 2022 |

The Royalties relating to any one Property, period or Year may not be credited towards the recoupment of any Advance or the satisfaction of any Guarantee for any other Property, period or Year.

9. **ROYALTY RATES.** The royalty rates from which Royalties are calculated pursuant to the Standard Terms and Conditions (the "Royalty Rates") are as follows:

A. The "Standard Royalty Rate" is 13%. The Standard Royalty Rate applies to Net Sales of Products where Licensee bears all costs associated with the transportation, shipping and/or importation of such Products and the Distributor Royalty Rate does not apply.

B. The "F.O.B. Royalty Rate" is 18%. The F.O.B. Royalty Rate applies to Net Sales of Products where Licensee does not bear all costs associated with the transportation, shipping and/or importation of such Products.

C. The "Distributor Royalty Rate" is 15%. The Distributor Royalty Rate applies to Net Sales of Products to Distributors (regardless of who bears the costs associated with the transportation, shipping and/or importation of such Products).

D. The "Discount Royalty Rate" is 10%. The Discount Royalty Rate applies to Net Retail Sales of Products by Licensee through approved Discount Distribution Channels.

E. If Sales by Licensee directly to end consumers are permitted but no Direct to Consumer Royalty Rate is set forth above, such rate will be equal to fifty percent (50%) of the Standard Royalty Rate (e.g., if the Standard Royalty Rate is 12%, such rate will be 6%). Licensee is free to set its own retail prices for its Sales to customers and end consumers.

10. **DISTRIBUTION DATE(S).** Licensee will commence distribution to third parties for Sale to the public of each category of Products in reasonable commercial quantities throughout the Territory no later than the Distribution Dates(s) set forth below (the "Distribution Date(s)"). Beginning on the Distribution Date and continuing throughout the remainder of the Term, Licensee will diligently and continuously Manufacture, Advertise and Sell the Products in commercially reasonable quantities throughout all of the Distribution Channels throughout the Territory to create and meet the demand for such Products. Licensee will at all times during the Term maintain an inventory of Products sufficient to supply promptly the reasonably foreseeable demand for the Products.

ENTIRE TERRITORY

ONGOING

11. **MINIMUM ADVERTISING EXPENDITURE.** The "Minimum Advertising Expenditure" that Licensee is required to make each Year of the Term for Retail Specific Promotions and Media is the greater of (a) 3% of the previous Year's aggregate Net Sales and Net Retail Sales for all Products; or (b) 3% of the Net Sales required to achieve the Guarantee for such Year (assuming that all such Sales are subject to the Standard Royalty Rate). All Advertising purchased with Minimum Advertising Expenditures will be subject to the guidelines set forth in paragraphs A. and B. below and must be Approved by Licenser.

A. For the purposes of calculating the Minimum Advertising Expenditure, the following funds spent or costs incurred by Licensee may be included: (i) in-store, brand-specific retail promotion of the Property and the Products (including signage, end cap displays, custom merchandizing and custom corrugates); (ii) Advertising on third party media and websites; (iii) Advertising and media production costs; (iv) trade marketing; (v) consumer marketing (inclusive of coupons); and (vi) purchase-with-purchase and gift-with-purchase promotions.

B. For the purposes of calculating the Minimum Advertising Expenditure, the following funds spent or costs incurred by Licensee are excluded: (i) product markdowns; (ii) shippers; (iii) travel; (iv) freight; (v) third party royalties in any form; (vi) returns; (vii) customer rebates; (viii) Licensee or Licensee affiliate website expenses; (ix) online/mobile click-thru/bounty payments; (x) new store allowances; (xi) discounts for payment terms; (xii) any funds spent by Licensee on Licensee-controlled channels of Advertising (including any Licensee-owned web site, television channel, radio station or publication); (xiii) any commissions payable on or in connection with Advertising; and (ix) unless specifically Approved on a case by case basis by Licenser. allocation of costs for trade show/showroom expenses and/or in-store signage or other Advertising, in each case which incorporates products and/or properties other than the Products and the Property.

C. Any shortfall in Licensee's Minimum Advertising Expenditures will be governed by Section 3.5 of the Standard Terms and Conditions.

12. **BRAND DEVELOPMENT INITIATIVES.** Upon receipt of an invoice issued by Licenser following the end of an Accounting Period, Licensee will pay Licenser an amount equal to 1% of aggregate Net Sales and Net Retail Sales for such Accounting Period for use by Licenser, in its sole discretion, for Brand Development Initiatives. "Brand Development Initiatives" means various brand development initiatives as may be selected by Licenser in its sole discretion, including retail signage, consumer Advertising, trade Advertising, public relations initiatives, brand directed retail placement programs, retail promotions, brand trade show presence and product placement programs for Entertainment Productions.

13. **APPROVALS.**

A. Products. Pursuant to Section 5.2 of the Standard Terms and Conditions, Licensee will submit the Product materials identified below at the following "Approval Stages":

- 1) at least one (1) sample per SKU of rough sketches/layout concepts (including details of the materials to be used, application of artwork and rough product dimensions);
- 2) at least two (2) samples of all prototypes and strike-offs;
- 3) at least one (1) sample per SKU of all finished artwork or final proofs;
- 4) at least two (2) pre-production samples per SKU, including all accessories, components, containers and packaging materials, in the form that consumers would receive them;
- 5) at least three (3) samples per SKU of finished Products, including all accessories, components, containers and packaging materials, in the form that consumers would receive them; and
- 6) any additional materials required to be delivered pursuant to Section 5.3 and/or Section 5.5 of the Standard Terms and Conditions.

B. Samples Address. Secil Dinler, Gamma Medya Ltd.. Eceler Sok. No: 6/1. 34810 Florya, Istanbul, Turkey, unless Licenser directs otherwise in writing. The sample requirements under this Agreement may be varied for certain Product categories as directed by Licenser in writing.

C. Advertising. Pursuant to Section 5.4 of the Standard Terms and Conditions, Licensee will submit copies of all proposed Advertising to: WW Creative and Marketing Communications, 333 Continental Boulevard, El Segundo, CA. 90245, USA, unless Licenser directs otherwise in writing.

D. Publicity and Announcements. No announcements, press releases or publicity (including statements made via Internet/Social Media Platforms) about the existence or any terms of this Agreement, the relationship of the parties hereto or the Products will be made by or on behalf of Licensee without Approval in each instance.

14. **INSURANCE.** Pursuant to Section 11 of the Standard Terms and Conditions, Licensee shall maintain in effect a general liability and products liability insurance policy (or policies) in the following amounts: US\$100,000 per occurrence and US\$200,000 in the aggregate, or currency equivalent.

15. **COPYRIGHT AND TRADEMARK NOTICES.** Unless otherwise instructed by Licenser from time to time, Licensee will cause to be imprinted, irremovably and legibly on Advertising and on every Product Manufactured or Sold under this Agreement, the copyright notices, trademark notices and other proprietary legends and notices set forth below. Such notices will be placed on all articles of each Product (except for containers and packaging materials that do not utilize or

feature the Property in any manner) and on each Advertisement, in the locations, sizes, typefaces and colors Approved by Licensor. Licensee will also include Licensee's name and contact information on each Product in accordance with Section 6.6 of the Standard Terms and Conditions.

Copyright Notices:

© 20[--] [YEAR OF FIRST PUBLICATION] Mattel. All Rights Reserved

Trademark Notices:

[NAME OF EACH PROPERTY APPEARING ON THE PRODUCT] and associated trademarks are owned by Mattel and used under license from Mattel Europa.

16. LEGAL NOTICES. Legal notices shall be sent pursuant to the terms of Section 16.6 of the Standard Terms and Conditions to the following:

If to Licensor, addressed to it care of
Mattel, Inc.
Mail Stop TWR 12-1
333 Continental Blvd.
El Segundo, CA 90245 USA
Attn: VP, Legal and Business Affairs
Fax: +1 310 252 2149

If to Licensee, addressed to it at:
Gipta Ofis Kirtasiye ve Promosyon
Urunleri Imalat Sanayi A.S.
Kazim Karabekir Cad. 7/82 Iskitler
Ankara, Turkey
Attn: Burak Dede
Phone: 00903126451900

17. ADDRESSES FOR PAYMENTS AND REPORTS.

All Reports will be sent to Licensor to the following address:

By E-mail: mbcpemea.finance@mattel.com

By FAX: +31-20-503-0415, F.A.O. Licensing Finance

By Courier: Mattel Europa B.V., F.A.O. Licensing Finance, Gondel 1
1186 MJ Amstelveen, Netherlands

By Mail: Mattel Europa B.V., F.A.O. Licensing Finance, P.O. Box 576
1180 AN Amstelveen, THE NETHERLANDS

All payments will be made by wire transfer to Licensor's account set forth below, or as directed, in writing, by Licensor from time to time.

Bank: CITIBANK NA
Canada Square
Canary Wharf
London E14 5LB, UK
SWIFT ID: CITIGB2L
Account No.: 10799394

Account Holder: Mattel Europa B.V.
Gondel 1
1186 MJ Amstelveen
the Netherlands
Sort Code: 18-50-08
IBAN: GB66 CITI 1850 0810 7993 94

18. ADDRESSES FOR PRODUCT QUALITY AND GLOBAL SUSTAINABILITY NOTICES.

Unless otherwise directed by licensor in writing, all Product quality and global sustainability-related notices required pursuant to Section 6 and 7 of the Standard Terms and Conditions shall be directed to the local Mattel Quality Engineer at:

- QEApproval_EUHL@Mattel.com for Hardlines; and
- QEApproval_EUSL@Mattel.com for Softlines.

19. **CONTRACT CURRENCY.** All reports, accountings and payments under this Agreement shall be made in **EUROS (€)** (the "Contract Currency").

20. **ADDITIONAL TERMS.** The following additional terms and conditions, if any, are also applicable under this Agreement:

A. **Payments, Invoices and Reports:** Notwithstanding anything to the contrary contained in this Agreement, Licensee hereby agrees and acknowledges that for purposes of this Agreement:

- 1) Lessor may authorize a third party to perform Lessor's invoicing and collection in the Territory including, without limitation, for payments and reports required pursuant to this Agreement ("Lessor Invoice & Collection Designee");
- 2) Currently, Gamma Medya Iletisim Pazarlama ve Tic.Ltd.Sti. ("Gamma") is the Lessor Invoice & Collection Designee until such time as Lessor advises Licensee in writing that: (i) it no longer has a Lessor Invoice & Collection Designee and all subsequent Licensee payments and reports shall be paid and delivered to Lessor, in accordance with this Agreement; or (ii) Lessor has designated a new Lessor Invoice & Collection Designee to replace Gamma for said invoicing and collection purposes in which case, as of the date of the said notice, all subsequent Licensee payments and reports shall be paid and delivered to the Lessor's newly designated Lessor Invoice & Collection Designee;
- 3) Upon Licensee being notified of the Lessor Invoice & Collection Designee in accordance with Section 20(b), or upon execution of this Agreement if the current Lessor Invoice & Collection Designee is Gamma, Licensee shall make all payments required of Licensee under the Agreement (including, without limitation, any Advance, Guarantee, Royalties, Royalty Shortfall, Brand Development Initiatives, Advertising Shortfall, audit deficiencies, etc.) to the Lessor Invoice & Collection Designee until such time as Lessor notifies Licensee of a change in the Lessor Invoice & Collection Designee, in accordance with in Section 20(b);
- 4) If any Licensee payment is conditioned upon receipt of an invoice by Lessor, such condition shall be satisfied by an invoice issued by Lessor Invoice & Collection Designee;
- 5) If any Report (as defined in Section 3.6 of the Standard Terms and Conditions) is required to be delivered to Lessor (including, without limitation, any Forecast Report), then Licensee shall provide such Report(s) to Lessor Invoice & Collection Designee, with copy to Lessor at the address specified in Section 17 (above); and
- 6) Regardless of whether Lessor has a Lessor Invoice & Collection Designee, Licensee shall continue to deliver the following notices to Lessor at the addresses specified in Sections 16 and 18 above, in accordance with the terms and conditions of this Agreement: (i) legal notices, (ii) product quality notices and (iii) global sustainability notices.

B. **Lessor Invoice & Collection Designee Address:** Licensee hereby agrees and acknowledges that for purposes of this Agreement, the following shall be Gamma's (i.e., the current Lessor Invoice & Collection Designee) addresses for Reports and payments required hereunder:

1) Reports: All Reports will be sent to Gamma to the following address:

Gamma Medya İletisim Pazarlama ve Ticaret Ltd.Sti.
Eceler Sok No 6/1
Florya, 34810
İstanbul, Turkey

2) Payments: All payment will be made by wire transfer to Gamma's account set forth below, or as directed by Lessor's legal representative from time to time:

BANK
GARANTI BANKASI
FLORYA CAD NO:88 FLORYA BAKIRKOY ISTANBUL

ACCOUNT HOLDER:

Gamma Medya İletisim Pazarlama ve Ticaret Ltd.Sti.
Eceler Sokak No:6/1 Florya – İSTANBUL 34153 TURKEY
Kucukcekmece V.D. 388 008 5064

BRANCH CODE: 407

ACCOUNT NUMBER: 9086000

IBAN: TR45 0006 2000 4070 0009 0860 00

SWIFT CODE: TGBATRIS

By signing in the spaces provided below, Lessor and Licensee agree to be bound by all of the terms and conditions contained in this Agreement. This Agreement is executed by authorized representatives of each of Lessor and Licensee effective as of the Effective Date.

LICENSOR:

MATTEL EUROPA B.V.

By: _____

Name: _____

Title: _____

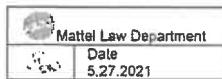
LICENSEE:

GIPTA OFIS KIRTASIYE VE
PROMOSYON URUNLERİ
IMALAT SANAYİ A.S.

By: *Chairman of the board*

Name: *Vecdet Fehmi Sendil*

Title: *14.06.2021*



STANDARD TERMS AND CONDITIONS

These Standard Terms and Conditions are part of, and are incorporated by reference into, the Agreement.

1. RIGHTS GRANTED TO LICENSEE AND LIMITATIONS

1.1 License Grant. Licensor hereby grants to Licensee and Licensee hereby accepts a non-exclusive non-transferable license to utilize the Property solely on or in connection with the Manufacture, distribution, Advertising and Sale of Products solely to various retail outlets owned and/or controlled by Licensee, as listed in the Distribution Channels, which sell the Products to end-consumer consumers in the Territory during the Term. In order to protect the brand equity of the Property and ensure consistency in the distribution of the Products, customers within Distribution Channels expressly exclude customers within channels not covered by the definition of "Distribution Channels", such as satellite shopping channels, carnivals, fairs, theme parks and other attractions, gas stations, flea market vendors, hawkers and street peddlers and retailers that traditionally service a secondary, overrun or irregular market; provided that nothing in this Agreement will be construed in any way as preventing a Sale by Licensee if contractually prohibiting such Sale would violate any applicable Laws. For the sake of clarity, Licensee is free to Sell its Products on the Internet (including via mobile and wireless devices).

1.2 Sales Outside of Territory or to Other Customers.

1.2.1 Licensee will not:

(a) Actively target (via Advertising or other active approaches such as the sending of direct or unsolicited e-mails or visits, including participation in trade fairs) customers or customer groups for the Product outside the Territory (whether within the licensed Distribution Channels or not). Examples of prohibited Advertising include (i) territory-based banners on third party websites that target countries or a customer group or groups outside the Territory or (ii) paying to optimize searches for Licensor's website in a particular territory or territories outside the Territory.

(b) Establish any branch or agency in connection with the Products or maintain any distribution depot for the Products, in any

country outside the Territory where Licensor or any Licensor Party holds any IP Rights in respect of the Property.

1.2.2 Notwithstanding the foregoing Sections 1.1 and/or 1.2.1:

(a) Nothing in this Agreement shall be construed as preventing Licensee from accepting bona fide unsolicited orders for the Sale of the Product from customers or potential customers in the Distribution Channels who are located outside the Territory, but within the European Economic Area (including, for this purpose, Switzerland).

(b) Licensor reserves the right to impose restrictions on active and passive Sales from time to time where such restrictions may be objectively necessary for reasons such as safety or health, or in order to protect its IP Rights or other legitimate economic expectations, for example, the first to sell a new brand or the first to sell an existing brand or a new market within the European Economic Area, in order to recoup the costs of its substantial investments within the first two years of the launch of such Products.

(c) Distributors may not Sell or distribute Products to third parties for re-sale and re-distribution in the European Economic Area (or Switzerland) unless and until such Products have first been delivered to the Territory.

(d) Licensee will not knowingly sell or distribute any Products to third parties who intend or are likely to resell such Products in any country that is both outside the Territory and outside the European Economic Area (including, for this purpose, Switzerland), and Licensee will take all necessary precautions against such resale to the extent permitted by applicable Law.

(e) The restrictions contained in this Section 1.2 are subject to the Laws of the Territory and the Treaty for the Functioning of the European Union and all applicable Laws associated therewith as the same may be in force from time to time.

1.3 Reservation of Rights. All rights not expressly granted to Licensee in this Agreement are reserved exclusively to Licensor. Without limiting the generality of this Section 1.3: (a) Licensee may not use the Property or Created Works other than as expressly permitted in this Agreement, or use any other Licensor-owned or Licensor-

controlled trademarks or properties for any purpose, including on any business sign, business card, letterhead or stationery, as part of the name or logo for Licensee's business or any division thereof or as part of a URL or other Internet address; (b) Licensee may not use or otherwise exploit the "Mattel", "HIT", "Fisher-Price" or "Mega" name or logo (in any form) in any manner or for any purpose whatsoever other than as set forth in this Agreement; (c) Licensee may not use any musical work or sound recording in, as part of or in connection with a Product without Lessor's Approval; and (d) without Lessor's Approval, Licensee will not enter into any agreement or arrangement with any third party, regarding (i) the use or placement of the Property or any Product with or in any "Entertainment Production" (defined as any theatrical program, television program, motion picture, long form or short form audio-visual program, online content, video game, software application, live stage or arena show, game, theme park attraction or similar entertainment event or production), (ii) any commercial tie-in of any Product with any other good or service, (iii) the joint Advertising of any Product together with any other good or service, (iv) the Sale or distribution of any Product together with any other good or service in a single package or at a single price or (v) the use of any Product as a premium, promotion, giveaway or in any other manner where the primary intent is to promote a third party or any other non-Product good or service.

1.4 No Music and/or Recording Rights or Other Rights Granted. For the avoidance of any doubt, the Property does not include: (a) any trademarks, logos, images, copyrights or other proprietary or personal rights that are: (i) not owned and/or controlled by Lessor; or (ii) associated with the name, voice and/or likeness of any performer; or (b) any Music and/or Recordings; or (c) any other properties, including any Entertainment Productions not licensed specifically in this Agreement, sub-properties, goods or services created by or for Lessor that are based on, contain or otherwise relate to the Property. "Music and/or Recordings" means musical works and sound recordings relating to the Property (including any voice recordings contained in any audio visual work featuring the Property).

2. DISTRIBUTION OF PRODUCTS TO LESSOR

2.1 Sales of Products to Lessor. During the Term and Sell-Off Period (if any) and in

addition to the required samples specified in Section 13 of the Principal Terms and Sections 2.2 and 5.2 of the Standard Terms and Conditions, Lessor will have the option (but not the obligation) to purchase from Licensee any Products requested at Licensee's cost plus 10%. Licensee will have no Royalty obligation to Lessor in respect of Products Sold to Lessor pursuant to this paragraph.

2.2 Product Placement. Licensee will provide and deliver to Lessor, free of charge, a reasonable number of sample units of each Product for product placement opportunities and for other promotional or charitable purposes as Lessor may in its sole discretion request.

3. FINANCIAL OBLIGATIONS OF LICENSEE

3.1 Advance. Licensee will pay to Lessor a non-refundable Advance as set forth in Section 7 of the Principal Terms. Licensee may credit and apply the Advance against Royalties otherwise payable to Lessor hereunder as such Royalties become due, until Licensee has recouped the full amount of the Advance (without interest) out of such Royalties, provided that Licensee may not credit and apply any of the Advance against Royalties from Sales of Products (a) during any Sell-Off Period, (b) based on any Property other than the Property to which such Advance relates, (c) outside the Territory or in any country or group of countries other than the country or group of countries to which such Advance relates or (d) during any period or Year subsequent to the period or Year as to which such Advance relates. No part of the Advance will be repayable or refundable to Licensee under any circumstances. Royalties accruing in respect of Sales in contravention of Section 1.2 of the Standard Terms and Conditions will not apply in reduction of any Advance.

3.2 Guarantees. Each Guarantee set forth in Section 8 of the Principal Terms is the minimum guaranteed aggregate amount of Royalties payable to Lessor with respect to the applicable Property in the applicable country/ies of the Territory, in the relevant period or Year. If the Guarantee is greater than the Royalties earned for the relevant Property in the applicable country/ies of the Territory for the relevant period or Year, in addition to payment of such Royalties, Licensee will pay to Lessor the difference between such Guarantee and such Royalties. Licensee will pay this difference (the "Royalty Shortfall") as set forth in Section 3.7 of the Standard Terms and Conditions. The Guarantee for

any partial period or Year will not be pro-rated or reduced in any way. Licensee may not apply towards any Guarantee any Royalties earned on Sales of Products (a) during the Sell-Off Period, (b) based on any Property other than the Property to which such Guarantee relates, (c) outside the Territory or in any country or group of countries other than the country or group of countries to which such Guarantee relates or (d) during any period prior to or subsequent to the period(s) as to which such Guarantee relates. No part of such Guarantee will be repayable or refundable to Licensee under any circumstances. Royalties accruing in respect of Sales in contravention of Section 1.2 of the Standard Terms and Conditions will not apply in reduction of any Guarantee.

3.3 Royalties. In consideration of the rights granted to Licensee in this Agreement, Licensee agrees to pay Lessor royalties ("Royalties") on all Sales of Products by Licensee during the Term and during any Sell-Off Period. Royalties will accrue upon the Sale of Products regardless of the time of collection by Licensee.

3.3.1 Royalty Calculations. Licensee will pay to Lessor as Royalties a sum calculated by applying the applicable Royalty Rate to the Net Sales (e.g., to customers other than to the end-consumer) and Net Retail Sales (e.g., directly to the end-consumer), as applicable, by Licensee of all Products to which each such Royalty Rate applies.

3.3.2 Support for Allowable Deductions. Licensee must maintain and provide upon request supporting documentation for each Allowable Deduction in a form that Lessor deems sufficient, in its sole discretion, or such Allowable Deduction will not be permitted to reduce the amount of Net Sales or Net Retail Sales, as applicable. If an Allowable Deduction applies to both a Product and other items, Licensee must demonstrate to Lessor's satisfaction which portion of such Allowable Deduction should be applied to such Product; otherwise, the amount of such Allowable Deduction will be based upon the proportionate share of the Gross Sales in relation to the gross amount that Licensee bills for Sales of Products and other items. Nothing contained in this Agreement will be deemed to restrict Licensee, any retailers and/or any Distributors from setting prices in their sole discretion, or providing any legal discount, allowance or return to their customers as they may choose. Lessor and Licensee agree that the obligations contained in this Section 3.3.2 will be subject to the Laws of the Territory and the Treaty for the Functioning of the European Union (if applicable)

and any other applicable Laws associated therewith, as the same may be in force from time to time.

3.4 Royalties for Non-Arm's Length Transactions: Free Goods. Royalties for Sales made by Licensee to any of Licensee's subsidiaries or other affiliated or related Persons (including Licensee's employees) and any other Sales by Licensee that, from a third party's perspective, would not qualify as "arm's length," will be calculated using the greater of (a) the actual Gross Sales amount for such Sale or (b) the average Gross Sales amount since the Effective Date for Sales of the same Product in the same Royalty Rate category. The applicable Royalty Rate will be determined by Lessor based on the nature of the transaction. All Products used as free introductory offers or samples (save for a reasonable number of samples given to a customer prior to an order) or invoiced at less than the usual Net Sales price (whether or not Licensee receives other consideration attributable to the distribution of such Products separate from the price which appears on the relevant invoice) will be deemed to have been Sold at the usual Net Sales price and included in Net Sales.

3.5 Advertising Shortfalls. If Licensee does not meet or exceed all Minimum Advertising Expenditures required for a particular Year, there will accrue an amount payable by Licensee to Lessor, as of the earliest of (a) the end of such Year or (b) the expiration or earlier termination of the Term, equal to the difference between the Minimum Advertising Expenditure for such period or Year and the actual amount Licensee spent in such period (such difference being referred to in this Agreement as the "Advertising Shortfall"). Licensee will pay to Lessor the Advertising Shortfall pursuant to Section 3.7 of the Standard Terms and Conditions.

3.6 Required Reports. Within thirty (30) days following the end of each Accounting Period, Licensee will provide to Lessor a detailed report, in the form Approved or supplied by Lessor from time to time, regarding (a) Royalties and Brand Development Initiative obligations, if applicable, that accrued during such Accounting Period and (b) a true and full report of Sales made, by retailer, during such Accounting Period. Within thirty (30) days following the end of each Year (or other period, as applicable), Licensee will provide to Lessor a detailed report regarding Royalty Shortfalls and Advertising Shortfalls accrued for such Year and a true and full report of the Minimum Advertising Expenditures made during such Year in the form Approved or supplied by Lessor from time to time. Each report required pursuant to this Section 3.6 (each, a

“Report”) will be signed by a duly authorized officer of Licensee, certifying on behalf of Licensee that such Report is truthful and accurate. All Reports will be sent to Lessor's address set forth in Section 17 of the Principal Terms.

3.6.1 The Reports must show the Property licensed, the country(s) of the Territory in which Products were Sold, the stock number and descriptions of each Product item, the total amount of each Product item Sold by retailer, the unit price of the Product items Sold and all Allowable Deductions, with a distinction between Sales to which each of the Royalty Rates described in Section 9 of the Principal Terms applies. Such Reports must also include a list of Sales to Licensee's employees, subsidiaries and affiliates and all transactions not at arm's length. Licensee will also provide Lessor with any and all additional reports, data, information and supporting documentation as Lessor may reasonably request from time to time.

3.6.2 Each Report will be fully completed and furnished to Lessor regardless of whether any Advertising has occurred or any Products have been Sold during the relevant Accounting Period and regardless of whether any payments are due. If more than one Property or country is licensed hereunder, Licensee will submit separate Reports for each Property and each country of the Territory.

3.6.3 Licensee will furnish to Lessor, for each Accounting Period and each Year, thirty (30) days before the first day of such Accounting Period and one hundred twenty (120) days before the first day of such Year, a forecast of the expected Gross Sales, Net Sales and Net Retail Sales anticipated for each type of Product by account for the succeeding Year, for each country included in the Territory (the “Forecast Report”). Licensee will update the Forecast Report as necessary to ensure the accuracy of its representations. The timely submission of the Forecast Report is a material term of this Agreement.

3.6.4 In addition to the Reports and Forecast Reports, Licensee within thirty (30) days following the end of each Accounting Period or as otherwise reasonably requested by Lessor, will make commercially reasonable efforts to provide to Lessor, in the form designated by Lessor, retail sell-through data concerning Sales of the Products, by account, to the extent such information is readily available to Licensee. Without limiting the generality of this Section 3.6.4. Licensee will provide to

Lessor weekly POS Information concerning its Sales of the Products, by Product and by account in respect of the top 5 accounts by Royalties accrued, in a form designated by Lessor. “POS Information” means: (a) with respect to Sales to retailers, retail sell-through information, inventory and order information regarding Products and (b) with respect to Sales to wholesalers, ultimate retail sell-through information, to the extent such information is reasonably available to Licensee. Licensee grants permission to Lessor to receive, review and use such POS Information, as provided by Licensee. Lessor may also wish to obtain such POS Information directly from Licensee's customers, at its discretion. Accordingly, Licensee will use commercially reasonable efforts to secure in its agreements with its customers that the POS Information may be shared with Lessor. Licensee will have an ongoing obligation to notify its customers that Lessor has permission to receive, review and use the POS Information, and to promptly confirm such permission whenever requested by a customer. Notwithstanding anything else contained in this Section 3.6.4, Licensee will not be required to supply any information that it is prohibited from supplying by a third-party non-disclosure agreement or to the extent doing so would violate any applicable Law.

3.7 Payments. All payments will be made in the Contract Currency unless otherwise Approved by Lessor, calculated quarterly, using the exchange rate(s) for the currency(ies) of the Territory and the Contract Currency, based upon the rate quoted by OANDA at <https://www.ouna.com> as the closing price on the last business day of the Accounting Period (or other period) during which such payment accrued. Licensee will pay in full all Royalties and Brand Development Initiative obligations that accrued during each Accounting Period on or by the tenth (10th) calendar day after the date of receipt by Licensee of Lessor's invoice. Licensee will pay in full any Royalty Shortfall and Advertising Shortfall that accrued during any Year (or other period, as applicable) on or by the tenth (10th) calendar day after the date of receipt by Licensee of Lessor's invoice. Licensee will pay in full the Advance and Guarantees set forth in Sections 7 and 8 of the Principal Terms as provided in Sections 7 and 8 of the Principal Terms.

3.8 Late Payments. Any payment hereunder not paid when due in accordance with this Agreement, including any deficiency disclosed through the audit procedures provided for in Section 4.2 of the Standard Terms and Conditions, will bear

interest from the due date until received by Licensor at the rate of twelve percent (12%) per annum (or at the maximum interest rate permitted by applicable Law if less than 12%). The obligation to pay and the payment of such interest will not operate to extend any payment due date, and Licensor waives no rights by accepting late payment (with or without interest). Interest under this section will be due and payable on the date the outstanding balance is paid to Licensor. Interest will not be applied against any Advance or credited towards or otherwise reduce the amount of any Guarantee(s) or other sums owing.

3.9 Taxes. Any applicable tax, however designated, levied, assessed or imposed by any governmental authority on the Manufacture, distribution and/or Sale of the Products or arising from or based upon this Agreement or the licenses and rights granted by this Agreement ("Taxes"), will be borne solely by Licensee. Taxes include customs taxes and duties, imposts, importation charges or assessments and value added, excise and any other sales or use tax, but do not include any taxes based upon Licensor's net income.

3.9.1 In addition to any other sums payable under this Agreement, Licensee will indemnify and hold harmless Licensor Parties and their employees and representatives for the payment of all Taxes asserted against any of them.

3.9.2 All payments to be made pursuant to this Agreement will be exclusive of value added tax or any equivalent tax ("VAT") that Licensor is liable to pay in relation to any act or undertaking pursuant to this Agreement which VAT will be paid by Licensee in addition to all other payments to be made pursuant to this Agreement.

3.9.3 Licensee will take all reasonable steps within the Law to reduce or eliminate any withholding of Tax on sums payable pursuant to this Agreement and will consult with Licensor and request such information as necessary in relation thereto. If, in accordance with any applicable Law, any withholding Tax is imposed on any payment payable by Licensee to Licensor under this Agreement, Licensee will deduct such Tax from such payment, pay such Tax to the relevant governmental authority and within ten (10) days provide Licensor with a receipt, voucher or other document (and an English-language translation of any non-English language document) that evidences the receipt by the relevant governmental authority of such payment.

3.10 Blocked Payments. If any payments payable under this Agreement are frozen or unable to be remitted by virtue of any local Law, then Licensee will deposit, at Licensee's expense, in a separate bank account opened in Licensor's name and located in the applicable country of the Territory, the payment(s) to which Licensor would be entitled if the funds were transmitted and paid in accordance with the terms hereof, until such sums (together with accrued interest, calculated in accordance with Section 3.8 of the Standard Terms and Conditions) can be paid to Licensor. Licensee will work with Licensor in good faith to transfer full control of such bank account to Licensor at the earliest date and otherwise to the greatest extent permissible under applicable Law.

4. RECORD KEEPING OBLIGATIONS OF LICENSEE

4.1 Record Keeping. Licensee will keep, maintain and preserve (at its principal place of business) complete and accurate records of all transactions relating to this Agreement and all Business Records relating thereto including all information as to quantities and prices of the Products Manufactured, distributed, Sold and/or otherwise disposed of by Licensee and/or its affiliates (if applicable), customers records and records of returns, all on a country by country, SKU by SKU basis. Licensee will preserve such Business Records and keep them available to Licensor for ten (10) years following the expiration or earlier termination of the Term.

4.2 Inspection and Audit Rights. Licensor, or Licensor's representatives, will have the right from time to time, during normal business hours following ten (10) days' prior notice to Licensee thereof, to audit and make copies of Licensee's Business Records and retain the same, and to inspect physical stocks of Products which Licensor reasonably deems appropriate to verify the accuracy of Licensee's Reports or Licensee's performance hereunder, including records of Licensee's affiliates and Manufacturers. Licensee invoices will identify the Products separately from goods that are not licensed under this Agreement. Upon request of Licensor, Licensee will at its own expense, provide to Licensor a certificate, signed by Licensee's chief financial officer, certifying on behalf of Licensee as to the quantities of Manufacture, Sales and/or distribution of all Products, net invoiced billings, any Allowable Deductions, actual returns of Products, Licensee's current inventory of Products and Licensee's Advertising expenses relating to the

Products from the Effective Date to the date requested by Licensor. Additionally, Licensor will have the right to confirm purchases from vendors and Sales to customers and, in connection therewith, Licensee agrees to sign a letter in a form prescribed by Licensor instructing Licensee's vendors and customers to furnish Licensor with information relating to such purchases and Sales. Licensee acknowledges that Licensor may furnish Licensee with an audit questionnaire and Licensee agrees to fully and accurately complete such questionnaire and return it to Licensor within the designated time. Licensor's use of an audit questionnaire will not limit Licensor's ability to conduct any on-site audit(s) as provided in this Agreement. Licensee agrees that an audit conducted by Licensor or its representatives may involve one or more license agreements at a time. For the avoidance of doubt the records that Licensor will have the right to inspect as part of any audit will include all of Licensee's Business Records.

4.3 Deficiency. If, as a result of any audit, Licensor or its duly authorized representative discovers a deficiency between the amount found to be due to Licensor and the amount actually received or credited to Licensor, then Licensee will pay to Licensor within ten (10) days of Licensor's request, the amount of such deficiency together with interest as provided in Section 3.8 of the Standard Terms and Conditions, which will accrue from the original due date. If the deficiency is equal to or more than five percent (5%) of Royalties reported for the applicable Accounting Period, then Licensee will promptly reimburse Licensor for all costs and expenses of such audit and inspection upon receipt of Licensor's invoice.

5. LICENSOR'S APPROVAL AND CONTROL RIGHTS

5.1 Approvals in General. All uses of the Property and Created Works pursuant to this Agreement will be subject to the Approval of Licensor. Licensee will strictly comply with all terms and conditions regarding use of trademarks, logos, artwork, designs, colors, spacing, etc., as shown in the Style Guides or as set forth in the Principal Terms. All samples submitted pursuant to this Agreement will be accompanied by English translations of any non-English content, unless otherwise instructed by Licensor. Any submission of samples not Approved within fifteen (15) business days after receipt by Licensor will be deemed disapproved. Licensee acknowledges that, at each Approval Stage for Products and at each step in the Approval process for Advertising, Licensor will have

the right to modify or withhold Approval for any aspect of a submission, notwithstanding Licensor's prior Approval of any related submission. Any modification of a Product or Advertising that deviates in any way from that which was Approved by Licensor will require Licensor's Approval. Approval of a Product or Advertising, which uses particular artwork, does not imply Approval of such artwork for use with a different Product or Advertisement.

5.2 Product Approvals. At each Approval Stage, Licensee will furnish to Licensor for Approval, at no cost, the samples specified in Section 13 of the Principal Terms for each Product under this Agreement. Licensee will not advance to the next Approval Stage without first securing Approval at the current Approval Stage. No Products and no materials whatsoever utilizing the Property or any Created Works (including accessories, components, containers and packaging) will be Manufactured, Advertised, Sold and/or distributed without Licensor's Approval at each Approval Stage.

5.3 Duration of Approvals. All Approvals granted in respect of any pre-production prototype Product sample will continue in effect from the date on which Approval is given until the earlier of (a) twelve (12) months following such Approval or (b) such time as Licensor notifies Licensee in writing that the Approval has been withdrawn. Licensee will use commercially reasonable efforts to timely adopt any requested Licensor branding or packaging changes following Approval to ensure a cohesive and consistent brand and packaging "look and feel" across all of Licensor's licensed product lines in accord with a timeline provided by Licensor. At any time following an Approval, Licensor may request and Licensee will provide Licensor with up to ten (10) sample units of such Product from each Manufacturing facility and current Testing Documentation. Licensor will be under no obligation whatsoever to grant Approval of any Product and may modify or withhold Approval of any Product at any time and for any reason. Without limiting the previous sentence, as a condition to any Approval, Licensor may require Licensee to "update", "refresh" or otherwise modify the applicable Product for any subsequent Year of the Term.

5.4 Approval Process for Advertising.

5.4.1 Advertising Approvals. All Advertising (including any proposed display in any venue), trade dress, publicity, press releases and merchandising materials relating to the Property or the Products, must be submitted to Licensor for

qualitative Approval at the following stages (as appropriate depending on the medium used): (a) rough concepts; (b) layout, storyboard or script; and (c) finished materials including detailed descriptions or samples of designs, copy/content and such other materials and information as may be requested by Licensor. No such material will be used by Licensee in connection with the Property or the Products without Licensor's Approval of such material at each successive stage. All submissions will be accompanied by a detailed description of their intended use and will be sent to the address(es) specified in Section 13.C of the Principal Terms. Licensor will be under no obligation whatsoever to grant Approval of any Advertising and may modify or withhold Approval of any Advertising at any time and for any objective reason.

5.4.2 Internet/Social Media

Platform Advertising. Licensee may resort to Internet advertising and Internet-related promotional methods, including (i) using bloggers or influencers, (ii) on social media platforms, pages, communities, boards and groups or (iii) otherwise on the Internet (individually or collectively, "Internet/Social Media Platforms") for Advertising of the Products. However, all Advertising of the Products on Internet/Social Media Platforms must be submitted to Licensor for qualitative Approval at the following stages (as appropriate depending on the Internet/Social Media Platform used): (a) rough concepts; (b) layout, storyboard or script; and (c) finished materials, including detailed descriptions or samples of designs, copy/content, links, structure/icons and functionality to be utilized, access to development and completed sites and such other materials and information as may be requested by Licensor. As a condition to any such Approval, Licensee agrees that it will at all times comply with any Licensor-issued guidelines, directives and/or instructions relating to Advertising the Property and/or Products on Internet/Social Media Platforms as such may be updated from time to time. If Approved: (a) Licensee will not directly or indirectly create the impression that any Internet/Social Media Platforms are owned, operated or endorsed by Licensor; and (b) Licensee will comply with all applicable Internet/Social Media Platform terms of use and privacy policies or similar requirements and with all applicable Laws. Licensor reserves the right to modify, withhold or withdraw Approval, at any time and in its sole discretion for objective reasons, for any link from Internet/Social Media Platforms featuring the Property or Products to any other Internet/Social Media Platforms, including any Licensor-created Internet/Social Media Platforms; in

which event Licensee will promptly disable such link. Licensee will not use the Property in any manner that implies sponsorship or endorsement of Licensee or its other products by Licensor and Licensee will not purport to communicate on behalf of Licensor. Licensor will be under no obligation whatsoever to grant Approval of any Advertising on Internet/Social Media Platforms and may modify or withhold Approval of any such Advertising at any time and for any objective reason.

5.4.3 Advertising Compliance.

All Advertising by Licensee relating to the Property or Products must comply with all relevant Laws as to the Advertising and Sale of products to children, including any applicable Laws established by the United States Children's On-Line Privacy Protection Act of 1998, the standards of the Children's Advertising Review Unit of the (United States) Council of Better Business Bureau or the UK Advertising Standards Authority, as applicable, as well as any other applicable Law, generally accepted code of conduct and voluntary/self-regulatory industry standard or guideline (including any of the foregoing as may relate to privacy and/or data collection). Advertising may not depict any use of the Product in an unsafe manner or other than as it is intended for use.

5.5 Quality Maintenance and Withdrawal of Approvals. Licensee agrees to promptly provide to Licensor upon request, at no cost, such additional samples of Products and Advertising as Licensor may reasonably request for quality control inspection. In addition to any other remedies available to Licensor, Licensor may withdraw its Approval of any Product or Advertising at any time if Licensor believes that: (a) such Product or Advertising constitutes or relates to any breach of this Agreement; (b) the use or other exploitation of the Product or Advertising would infringe upon, or could reasonably be claimed to infringe upon, the rights of any party including any party under other agreements related to the Property or Products, whether within or outside the Territory; (c) the use or other exploitation of the Product or Advertising would violate any applicable Law or Safety Standard; (d) the quality of the Product originally Approved has deteriorated in later production runs; or (e) if any Product or Advertising has been modified in any way whatsoever from that previously Approved (and, in any event, Licensee will re-test any modified Product prior to shipment in accordance with Section 6.3 of these Standard Terms and Conditions). If Licensor changes the appearance of the Property, Licensee, if requested by Licensor, will use only the new version

of the Property after a commercially reasonable period to effect such changes in Manufacture.

5.6 Unapproved Material. Any Products or Advertising not Approved by Lessor, or for which Lessor's Approval has been withdrawn (individually or collectively, "Unapproved Material"), will be deemed unlicensed and Licensee will not Manufacture, Sell, distribute, promote or otherwise use or exploit the Unapproved Material. Without limitation of any and all other remedies available to Lessor under this Agreement, all such Unapproved Material will be promptly withdrawn from the market by Licensee and either given to Lessor or destroyed (as required by Lessor in its sole discretion) and Licensee will deliver to Lessor a certificate, signed by a duly-authorized officer of Licensee, certifying on behalf of Licensee that such action has been taken. Lessor will not be liable to Licensee or any third party for any Losses caused by or in any way related to any Unapproved Material.

5.7 Approvals for Marketing and Distribution Plans. Licensee will provide Lessor with written descriptions, in such detail as may be requested from time to time by Lessor, of Licensee's marketing and distribution plans by Product and territory (including Licensee's proposed plans for each Year's Minimum Advertising Expenditure) before such plan's implementation or modification, no less frequently than once per Year. Licensee will not proceed with the implementation of the initial plan, any program contained therein or any modification of its marketing and distribution plan without obtaining Lessor's Approval. If Lessor does not Approve any plan, program or modification within thirty (30) days after receipt of a written description of such plan, program or modification, such failure will constitute a disapproval of the proposed plan, program or modification.

6. **QUALITY**

6.1 Product Quality. The Products will be first rate, of high quality and have a style and appearance that is best suited for their exploitation to the best advantage of, and to the protection and enhancement of, the Property and the goodwill pertaining thereto. Licensee will not offer to Sell, Sell or distribute any Products that are seconds, irregulars or otherwise imperfect, and Licensee will use its best efforts to prevent others from doing any of the foregoing.

6.2 Compliance with Safety Standards. All Products Manufactured, Advertised, Sold, imported, exported, distributed and/or otherwise disposed of will meet or exceed all Safety Standards in all countries in the Territory and none of the Products will cause harm when used as instructed, with ordinary care and for their intended purposes or as they may be misused in a reasonably foreseeable manner. Licensee will comply with the most stringent Safety Standards applicable anywhere in the Territory. Lessor, at its sole discretion, may specify additional written requirements for the Products, with which Licensee hereby agrees to comply. If there is any disagreement between Licensee and Lessor regarding the applicable Safety Standards or Licensee's compliance therewith, Lessor's decision will be final and Licensee will fully comply with such decision. For all children's Products (14 years of age and younger) that contain paint or any similar surface coating, such paint or similar surface coating must not contain a concentration of lead greater than 0.009 percent (90 parts per million) or if less, such lower concentration as may be specified by applicable Safety Standards.

6.3 Testing. Prior to the first shipment of Products, and no less frequently than every three (3) years or any shorter period required by applicable Law, Licensee will test the Products with an Approved Laboratory to ensure compliance with all applicable Safety Standards. For purposes of this Agreement, "Approved Laboratory" means any independent testing laboratory that is accredited in ISO/IEC 17025 from an accreditation body that is a signatory to the mutual recognition arrangement of the International Laboratory Accreditation Cooperation (ILAC MRA) or any successor accreditation body Approved by Lessor, or any other independent testing laboratory that Lessor Approves (either for all Products or on a Product-specific basis). Lessor reserves the right, at any time and from time to time, to revise its list of Approved Laboratories to remove one or more laboratories or add additional Approved Laboratories (either for all Products or on a Product-specific basis).

6.4 Testing Documentation. Licensee will provide the following document(s), if requested by Lessor, within two (2) days of such request: (a) a certificate from an Approved Laboratory certifying that the Product(s) complies with all Safety Standards; and/or (b) corresponding detailed test reports from such Approved Laboratory (individually or collectively, "Testing Documentation"). If Testing Documentation has not been completed at the

time of Licensor's request, Licensee will promptly arrange for testing to be performed and will provide such Testing Documentation to Licensor within two (2) days of Licensee's receipt of the same. Licensor may, in its sole discretion, designate the type of Testing Documentation required. The Testing Documentation must specifically describe the Product, tests conducted and outcome of such tests. Licensee will send the Testing Documentation to such Person(s) and address(es) as Licensor may designate. Pending receipt by Licensor of the requested Testing Documentation, Licensor may deem any such Products as Unapproved Materials.

6.5 Notice of Lawsuits and Investigations and Corrective Action. Within two (2) days after the applicable event, Licensee will provide Licensor notice (along with corresponding documents and materials) of: (a) any claim made, suit filed or injuries disclosed with respect to any Product or Advertisement; (b) any recall or potential recall of any Product; (c) any investigations, directives or inquiries regarding any Product or Advertisement commenced or issued by any public or non-public international, national, federal, state or local agency or organization (a "Consumer Agency"); or (d) any correspondence sent by Licensee to, or received by Licensee from, any Consumer Agency regarding any Product or any Advertising. Either concurrently with such notice or as promptly as practicable thereafter, Licensee will provide to Licensor all Testing Documentation for all Products at issue. Licensee will also promptly notify Licensor of any and all material developments relating to such matter (along with corresponding documents and materials). Licensee will, at its sole cost and expense, conduct, implement, comply with and take all actions requested by Licensor, any Consumer Agency and/or any governmental agency in connection with (a) Product recalls, returns, refunds, replacements, repairs and upgrades; (b) corrections of Product defects and safety hazards; (c) violations of Safety Standards or other applicable Laws; and (d) Advertising programs and campaigns related to any of the foregoing. In no event will Licensee's actions undertaken in compliance with Licensor's instructions waive, modify or limit Licensee's liability for the underlying matter. Licensee agrees to pay to Licensor, upon request, any expenses (including administrative costs and attorneys' fees, expenses and court costs) incurred by Licensor in connection with a recall or potential recall of the Products or any other matters relating to this Section.

6.6 Consumer Support Obligations of Licensee. Licensee will be solely responsible for and

will promptly and professionally handle, all consumer inquiries and complaints regarding the Products, in a manner that protects and promotes the goodwill and reputation of the Property and Licensor. All Products must be accompanied with Licensee contact information (e.g., a toll-free phone number) in order to allow reasonable consumer access to Licensee for inquiries or complaints relating to the Products. In addition to providing such information on the packaging, all Products must be permanently marked to identify Licensee's name on the Product. Licensee will record inquiries and complaints from third parties (including consumers and governmental agencies) regarding all Products, including their safety-related performance and will maintain all such records during the Term and for a period of not less than ten (10) years following the expiration or earlier termination of the Term. During the Term and for a period of ten (10) years thereafter, Licensor reserves the right to inspect such records at any and all reasonable times and to require reasonable periodic summaries of such records from Licensee.

7. RESPONSIBLE SUPPLY CHAIN

7.1 Engagement of Manufacturers: Compliance Reports. Prior to the Manufacture of any Products by a particular Manufacturer, Licensee will: (a) notify Licensor of the name and address of such Manufacturer (in the form of a factory declaration that will be separately provided by Licensor); (b) obtain and submit upon request a Compliance Report for such Manufacturer; and (c) provide any additional information requested by Licensor in connection with such Manufacturer. "Compliance Report(s)" means an audit report performed by an Approved Auditor based on an Approved Social Compliance Program certifying a Manufacturer's compliance with all provisions set forth in Section 7.4 of the Standard Terms and Conditions. "Approved Social Compliance Program(s)" as of the Effective Date means ICTI CARE, Business Social Compliance Initiative, Electronic Industry Citizenship Coalition, Ethical Trading Initiative, Fair Labor Association, SEDEX Members Ethical Trade Audit, Social Accountability 8000, Worldwide Responsible Accredited Production, Walmart Ethical Sourcing or Disney International Labor Standard, each of which programs is currently accepted by Licensor. Licensor reserves the right, at any time and from time to time, to (i) remove one or more programs from its list of acceptable programs or (ii) add additional Approved Social Compliance Programs. "Approved Auditor(s)", as of the Effective Date, means Intertek Testing Services, Societe Generale de Surveillance, UL Responsible Sourcing, Bureau Veritas (BVCPS),

Verite and Elevate. Licenser reserves the right, at any time and from time to time, to (i) remove one or more auditors from its list of Approved Auditors or (ii) add additional Approved Auditors.

7.2 Ongoing Monitoring of Manufacturers: Remediation. Throughout the Term, Licensee will: (a) notify Licenser each time it proposes to stop using or add a Manufacturer by amending its factory declaration form; (b) manage all of its Manufacturers' on-going compliance with the provisions set forth in Section 7.4 of the Standard Terms and Conditions, including remediation of any non-compliance on a timely basis ("Remediation"); and (c) provide Licenser with evidence of a Remediation, upon Licenser's request. Any Products Manufactured by any of the following Manufacturers or facilities will be deemed to be Unapproved Material: (i) an undisclosed Manufacturer; (ii) a Manufacturer for which Licensee has not provided a requested Compliance Report or additional requested information; (iii) a Manufacturer that is not in compliance with the requirements set forth in this Section 7; or (iv) a Manufacturer or facility that Licenser has notified Licensee or the Manufacturer, in accordance with Section 7.9 of the Standard Terms and Conditions, is prohibited from Manufacturing Products.

7.3 Notices. All notices, Compliance Reports, Remediation(s) and all other information provided pursuant to this Section 7 (including the factory declaration) will be directed to the attention of the local Mattel Quality Engineer as set forth in the Principal Terms.

7.4 Manufacturer Requirements. Licensee will ensure that all Manufacturers comply with the terms and conditions of this Agreement, which by their nature would apply to such Manufacturers. Licensee will comply with, and will cause all of its Manufacturers to comply with, Licenser's Responsible Supply Chain Standards ("RSCS"), which may be amended by Licenser from time to time. Licenser will endeavor to post the most current version of the RSCS on the Internet within the web site located at <http://citizenship.mattel.com/mindfully-made>, and a copy will be provided to Licensee upon request. Licensee and each Manufacturer will provide all information requested by Licenser to ensure RSCS compliance. In addition to the requirements set forth elsewhere in this Agreement, in its agreements with its Manufacturers. Licensee will ensure that each Manufacturer will (a) not Manufacture the Products for anyone but Licensee, (b) not distribute, Sell,

transport or otherwise dispose of the Products to anyone other than Licensee and (c) not Manufacture the Products at any facility that Licenser has notified Licensee or Manufacturer, in accordance with Section 7.9 of the Standard Terms and Conditions, is prohibited from Manufacturing Products. Licensee's agreements with each Manufacturer will provide that upon the earlier of (i) notification to the Manufacturer from either Licensee or Licenser that Manufacturer is prohibited from Manufacturing Products; or (ii) the expiration or earlier termination of the Term, Manufacturer will cease the Manufacture of any Product(s) and will deliver to Licensee (or Licenser, if so instructed by Licenser) all molds, plates, engravings or other devices used to reproduce the Property in Manufacturer's possession or control or will provide evidence (satisfactory to Licenser) of the destruction thereof.

7.5 Distributor Requirements. Licenser may from time to time request of Licensee a list of third parties being utilized for distribution of the Products (including any wholesalers, retailers, distributors or sub-distributors) (each a "Distributor"). Licensee will ensure that all Distributors of the Products comply with the terms and conditions of this Agreement, which by their nature would apply to such Distributor(s). Without limiting the generality of the preceding sentence, Distributors may not: (a) except as provided in Section 1.2 of the Standard Terms and Conditions, distribute any Products outside of the Territory or the Distribution Channels; (b) make any modifications to the Product(s) (including modifications to the accessories, components, containers and packaging) or alter, remove or tamper with any of Licenser's trademarks used on or in relation to the Product(s); (c) use or omit to use any of Licenser's trademarks in any way that might prejudice their distinctiveness or validity or the goodwill of Licenser therein or cause damage, whether directly or indirectly, to the premium position of any of Licenser's brands; (d) in connection with the Products or Advertising for the Products, use any trademarks, characters, property or proprietary notices other than the trademarks, Property and notices already in use on or in relation to the Products received by Distributor; (e) use or register in its own name in the Territory, any trademarks similar to Licenser's trademarks so as to be likely to cause public confusion, deception or dilution in relation to Licenser's trademarks; (f) use or associate other trademarks, logos, brand names, characters or properties with Licenser's trademarks or Property, either on the Product(s) (including their accessories, components, containers and packaging) or on their Advertising or display materials; or (g)

use any of Licensor's trademarks on any business sign, business cards, stationery or any other business materials, use any of Licensor's trademarks as the name of any Distributor's business or any division thereof or use any of Licensor's trademarks as part of a URL or other Internet address. To the extent applicable, Distributors will also comply with the RSCS.

7.6 Social Compliance. Pursuant to the RSCS and notwithstanding anything in this Agreement to the contrary, in connection with the Manufacture and distribution of the Products, Licensee and its Manufacturers will ensure that: (a) no child labor will be used; (b) no prison or forced labor will be used and all employees of Licensee and its Manufacturers will work on a voluntary basis and not be subject to physical or mental punishment of any kind; and (c) Licensee and its Manufacturers will comply with all applicable wage Laws and fair employment practices, including the practice of non-discrimination on the basis of race, religion, national origin, political affiliation, sexual orientation or gender (except when required by any applicable Law to treat a specific group of individuals differently). As used in this Section, the term "child" means any natural person less than 15 years of age, unless the minimum age for work or mandatory schooling is stipulated as being higher by applicable Law, in which case the stipulated higher age applies in the jurisdiction of Manufacture or distribution for employees who Manufacture or distribute Products.

7.7 Health and Safety. All employees of Licensee and its Manufacturers will be provided with a workplace environment that is healthy and safe (including regular emergency evacuation drills, unobstructed emergency egress, structurally sound buildings and programs addressing the following: illness and injury prevention, fire and electrical safety, machine guarding, chemical management and industrial hygiene).

7.8 Environment. Licensee will, and will cause its Manufacturers to, comply with all applicable environmental Laws. Licensee will, and will require its Manufacturers to (a) properly dispose of all hazardous waste; (b) obtain all required air emission permits; (c) use no ozone depleting chemicals in their manufacturing processes; (d) obtain all required wastewater discharge permits; and (e) upon Licensor's request, report to Licensor the following environmental impact data to the extent such data is tracked by Licensee or Manufacturer, as applicable: (i) energy consumption (electricity,

diesel, natural gas, gasoline and LPG), (ii) solid waste production and (iii) water consumption.

7.9 Disapproval of a Manufacturer or Distributor. At any time and from time to time, by notice to Licensee, Licensor may require Licensee not to use, or to cease using, any Manufacturer or Distributor if Licensor has reason to believe, in its sole discretion, that such Manufacturer or Distributor (a) has breached any requirements set forth in this Agreement applicable to it, (b) has acted in any manner that could in any way negatively impact Licensor, the Property or the Products under this Agreement or (c) is infringing upon any IP Right of any Licensor Party. If Licensor gives such notice with respect to any Manufacturer or Distributor, Licensee will cease all use of and terminate its relationship with such Manufacturer or Distributor with respect to the Products. Licensor will not be liable to Licensee, to any Manufacturer or Distributor, or to any other third party for any Losses caused by Licensor's actions pursuant to this Section.

7.10 Manufacturer and Distributor Liability. All Manufacturers and Distributors will be considered to be acting as agents of, and under the authority, of Licensee. If a Manufacturer or Distributor engages in any activity that Licensee may not engage in hereunder, Licensee will cause such Manufacturer or Distributor to stop such activity immediately. Without limiting the generality of Section 16.16, any breach by a Manufacturer or Distributor of the requirements set forth in this Agreement will constitute a material breach by Licensee of this Agreement. In addition to any other costs or damages, Licensee will pay all costs (including administrative costs) incurred by Licensor as a result of Licensee's failure to notify Licensor of a Manufacturer's engagement for the Manufacture of the Products.

7.11 Manufacturer and Distributor On-Site Inspections. Licensor may, or may have third party auditors selected by Licensor conduct, at any time, including after the Term, one or more unannounced on-site inspections of any facilities used, or intended to be used, by Licensee or a Manufacturer or Distributor in connection with the Manufacture or distribution of any Products, for the purpose of verifying compliance with all applicable terms of this Agreement. If the results of any such inspections are unsatisfactory to Licensor, Licensor may elect, without limiting Licensor's other rights or remedies, to do one or more of the following: (a) require Remediation; (b) perform one or more re-audits of the facility at any time or from time to time

(all such re-audits will be at Licensee's sole expense); or (c) prohibit the Manufacture of any Products at the facility.

7.12 Additional Licensee, Manufacturer and Distributor Obligations.

7.12.1 Anti-Corruption Obligations. Neither Licensee (nor any Person who performs services for or on behalf of Licensee) has (a) requested, agreed to receive or accepted from any Person (whether for itself or on behalf of another Person either directly or indirectly); (b) permitted or authorized; or (c) offered, promised or given any Person (including any Public Official), any Inappropriate Consideration or other advantage (financial or otherwise) that constitutes an illegal or corrupt practice under any applicable Laws or mandatory codes of conduct, including the 2010 Bribery Act in the United Kingdom and the Foreign Corrupt Practices Act in the United States, nor will they do, permit or authorize the same (the "Anti-Corruption Obligation"). Licensee will at all times: (i) maintain strict compliance with the Anti-Corruption Obligation and with all applicable anti-bribery and corruption laws; (ii) monitor any Person who performs services for or on behalf of Licensee to ensure their compliance with the Anti-Corruption Obligation; and (iii) co-operate fully with Licensor with respect to any concerns or queries that Licensor may have in relation to Licensee's (or any Person who performs services for or on behalf of Licensee) compliance with this Section 7.12.1. If requested, Licensee will provide Licensor with access to and copies of correspondence and/or documents relating to the Anti-Corruption Obligation. Licensee will notify Licensor of any violation of the Anti-Corruption Obligation promptly after becoming aware of such violation and will promptly provide Licensor with access to and copies of all correspondence and/or documents relating thereto. In its agreements with its Manufacturers and Distributors, Licensee will ensure that each Manufacturer and Distributor is obligated to certify to Licensee and Licensor annually, or more frequently if requested by Licensor or Licensee, as follows: (A) it has not, directly or indirectly, given, offered, agreed or promised to give any Inappropriate Consideration in connection with the matters contemplated by this Agreement; (B) it will not, directly or indirectly, give, offer, agree or promise any Inappropriate Consideration in connection with the matters contemplated by this Agreement; (C) it is not owned or controlled by or affiliated with, any national, state, provincial or local government department, agency or instrumentality; (D) it is not owned or controlled by

any Public Official; and (E) none of the Manufacturer's or Distributor's officers, directors, employees or agents is a Public Official, except as specifically permitted under the Laws of all relevant jurisdiction(s).

7.12.2 Trade Sanctions & Export Controls. Licensee will comply strictly with all applicable export control Laws (including those of the United States and the European Union) in the exercise of its rights, and the performance of its obligations, under this Agreement. Without limiting the preceding sentence, (a) Licensee will not export, re-export, transfer, divert or disclose any of the information or materials furnished by Licensor hereunder to any Person located in, or a resident or national of, any country that is subject to an export embargo, or that has been designated as a "terrorist supporting" country; and (b) Licensee will not Sell or otherwise exploit the Property or Products in any country subject to trade sanctions or other commercial or financial restrictions under the Laws of any applicable country. In its agreements with its Manufacturers and Distributors, Licensee will ensure that each Manufacturer and Distributor similarly complies with all applicable export control Laws in all of their activities in connection with the matters contemplated by this Agreement.

8. INTELLECTUAL PROPERTY

8.1 Ownership of Property and all IP Rights. All right, title and interest in and to the Property and the Created Works and all IP Rights relating thereto is and will remain exclusively owned and controlled by Mattel, throughout the universe and in perpetuity. Licensee agrees that: (a) Licensee will not assert ownership or control of or any interest in the Property, the Created Works or any IP Rights thereto; (b) Licensee will not challenge, dispute or contest Mattel's exclusive ownership of all IP Rights in the Property or the Created Works; (c) nothing contained in this Agreement will give Licensee, any Manufacturer or any other third party any right, title or interest in or to the Property, the Created Works or any IP Rights thereto; and (d) all uses of the Property, the Created Works, and any IP Rights thereto, by or on behalf of Licensee will inure to the sole and exclusive benefit of, and be on behalf of, Mattel. Any intellectual property ownership notice included within any Products, Created Works, Advertising or other materials that conflicts with this Section 8.1 will not be effective.

8.2 Works Made For Hire. To the full extent permitted by applicable Law, Licensee

acknowledges and agrees that all Created Works are commissioned on a "work made for hire" basis for Mattel and Mattel will be deemed the author and exclusive owner of all copyrights in the Created Works, throughout the universe and in perpetuity. In the event any Created Work is deemed to not be a "work made for hire" for Mattel, then all right, title and interest in and to such Created Work is hereby assigned to Mattel, in accordance with Section 8.3 of the Standard Terms and Conditions.

8.3 Assignment. Even if any of the Created Works may be deemed not to constitute work-made-for-hire, they will be the sole and exclusive property of Mattel. Licensee hereby agrees to and hereby does irrevocably and unconditionally grant transfer, convey and assign to Mattel, all of Licensee's present and future right, title and interest in and to all Created Works and all IP Rights therein or related thereto, all on an exclusive basis, without any reservation of rights, and throughout the universe and in perpetuity. To the extent legally necessary to effect the foregoing assignment and permitted under applicable Law, this Agreement (a) will also constitute a Deed of Transfer for any such assigned rights and (b) will serve as Mattel's acceptance of such assignment. Without limiting the generality of this Section 8.3, this assignment will include the exclusive, perpetual right to use, reproduce, communicate to the public, distribute, publicly perform, publicly display, adapt, make available and to otherwise exploit the Created Works by any means or method now known or hereafter created, throughout the universe in perpetuity. Where required in certain jurisdictions, with respect to Created Works that do not exist as of the Effective Date, but later come into existence. Licensee undertakes to confirm, as need be, and in a separate agreement, if necessary, the assignment to Licensor of all Created Works and all IP Rights therein or related thereto under the same terms and conditions as provided in this Agreement.

8.4 Third Party Assignments. Licensee will obtain in advance and execute, from each third party that may create or contribute to the creation of any Created Works, a duly executed "work for hire" agreement that includes an irrevocable, unconditional and perpetual acknowledgement of such work for hire status and further assignment, on an exclusive basis, of each such third party's entire right, title and interest in and to all such Created Works and all IP Rights therein or related thereto, all in form and substance satisfactory to Mattel.

8.8 No Other Registrations or Contest by Licensee. Except pursuant to a Lessor Party's request under Section 8.6 of the Standard Terms and Conditions, Licensee will not register or attempt to register in any country or jurisdiction throughout the world any of the IP Rights in the Property or Created Works (or in any aspect or portion thereof) or anything confusingly or substantially similar thereto. Licensee will notify Lessor of any such registrations that are pending as of the Effective Date and, at Lessor's request, Licensee will either (a) execute and deliver, or cause to be executed and delivered, to Lessor such assignments and other documents as Lessor may require to transfer to Mattel all rights in and to such registrations; or (b) cease and abandon such registrations.

8.9 Third Party Infringement. Licensee will promptly notify Lessor (including all relevant details) of any infringement or suspected infringement of any IP Rights in the Property or Created Works of which Licensee becomes aware. Upon receipt, any Lessor Party may, but are not required to, take action against any such infringers or suspected infringers. Licensee may not institute any suit or take any action (other than notifying Lessor) with respect to such infringement or suspected infringement. Licensee will cooperate fully in any action taken by any Lessor Party with no remuneration but at no significant expense to Licensee. If any Lessor Party takes any action, any settlement proceeds, damages or other recovery will be for the sole benefit and account of such Lessor Party taking such action.

8.10 Maintenance of Goodwill and Brand Integrity. Licensee acknowledges the importance and great value of the goodwill associated with Lessor and the Property. During and after the Term, Licensee will uphold the good name of Lessor Parties and protect their rights in the Property and all associated rights and interest. Licensee will not undermine the brand image, strategic marketing and premium position of the Property and the quality of the Products. Licensee will not engage in market-flooding, which involves the release of an abnormally large volume of Products into the market over a short period of time.

9. REPRESENTATIONS AND WARRANTIES

9.1 Of Licensee. Licensee hereby represents and warrants to Lessor as follows:

9.2.3 No Other Representations or Warranties by Licensee Parties. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 9.2, ALL LICENSES, RIGHTS, GOODS AND SERVICES (IF ANY) PROVIDED TO LICENSEE PURSUANT TO THIS AGREEMENT ARE PROVIDED "AS IS," AND LICENSOR PARTIES GIVE AND LICENSEE RECEIVES, NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE GENERALITY OF THIS SECTION 9.2.3, LICENSOR EXPRESSLY DISCLAIMS THE MAKING OF, AND LICENSEE ACKNOWLEDGES IT HAS NOT RECEIVED OR RELIED ON, ANY REPRESENTATIONS, WRITTEN OR ORAL, (1) ABOUT THE POTENTIAL SUCCESS OR PROFITABILITY OF THE PRODUCTS OR (2) THAT THE PROPERTY OR STYLE GUIDES (OR ANY USE THEREOF BY LICENSEE) DOES NOT INFRINGE ON ANY IP RIGHT OF ANY THIRD PARTY. FOR THE AVOIDANCE OF DOUBT, NO WARRANTY OR INDEMNITY IS OR WILL BE GIVEN BY LICENSOR OR MATTEL WITH RESPECT TO ANY DEMAND, CAUSE OF ACTION, DAMAGES, LIABILITY, COST OR EXPENSE ARISING FROM ANY CLAIM THAT ANY USE BY LICENSEE OF THE PROPERTY INFRINGES ON ANY IP RIGHT OF ANY THIRD PARTY OR OTHERWISE CONSTITUTES UNFAIR COMPETITION BY REASON OF ANY PRIOR RIGHTS ACQUIRED BY SUCH THIRD PARTY.

10. INDEMNIFICATION

10.1 By Licensee. Licensee hereby agrees to indemnify, hold harmless and defend all Licensor Parties and each of their present and future officers, directors, shareholders, employees and agents against and with respect to any and all Losses arising out of, based upon or relating or pertaining to any activities by Licensee, any Manufacturer or any Distributor under or relating to this Agreement, including any actual or alleged: (a) defect (whether obvious or hidden and whether or not present in any sample unit Approved by Licensor) in any Product, (b) personal injury, (c) property damage, (d) infringement of any rights of any third party or other injury, caused by the development, possession, use, Manufacture, Sale, Advertising, distribution or other exploitation of any Product, (e) breach by Licensee of any term, covenant, representation or warranty contained in this Agreement or in any Licensee agreement with any Manufacturer, (f) breach by any Manufacturer of any of the requirements set forth in

this Agreement applicable to such Manufacturer, (g) breach by any Distributor of any of the requirements set forth in this Agreement applicable to such Distributor or (h) failure of the Products or by Licensee to comply with applicable Laws or Safety Standards. Only if requested by a Licensor Party, (i) Licensee will undertake, at Licensee's sole cost and expense, the defense of any covered claim asserted by a third party with counsel reasonably acceptable to the applicable Licensor Party, (ii) Licensor Parties will be entitled to participate in any such defense at Licensee's sole expense and (iii) Licensor will reasonably cooperate in such defense and make available all personnel, records and materials reasonably requested by Licensee in connection therewith at Licensee's expense. If a Licensor Party does not request that Licensee undertake such defense, (A) Licensor Parties will be entitled to conduct and control such defense, with counsel of Licensor Parties' choosing, at Licensee's sole expense, (B) Licensee will be entitled to participate in any such defense at Licensee's sole expense and (C) Licensee will reasonably cooperate in such defense and make available all personnel, records and materials reasonably requested by Licensor in connection therewith at Licensee's expense. Licensee may not settle any covered claim without the prior Approval of the applicable Licensor Party.

10.2 By Licensor.

10.2.1 Licensor hereby agrees to indemnify, hold harmless and defend Licensee, its Parents, subsidiaries and affiliates and each of their present and future officers, directors, shareholders, employees and agents against and with respect to any and all Losses arising out of any breach on Licensor's part of any covenant, representation or warranty contained in this Agreement. Licensor will have the right to undertake the defense of any such claim asserted by a third party, with counsel of Licensor's choosing and Licensee will reasonably cooperate in such defense and make available all personnel, records and materials reasonably requested by Licensor in connection therewith at Licensor's expense. Licensee will be entitled to participate in such defense, at Licensee's sole expense. Licensor will not be liable for any claim settled without its Approval.

10.2.2 IN NO EVENT WILL ANY LICENSOR PARTY, ANY AFFILIATE OF A LICENSOR PARTY OR ANY OF THEIR RESPECTIVE PRESENT OR FUTURE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, CUSTOMERS, VENDORS OR

SUBCONTRACTORS (INDIVIDUALLY OR COLLECTIVELY, THE "NON-INJURED PARTIES") BE LIABLE TO LICENSEE, ANY MANUFACTURER, ANY DISTRIBUTOR, ANY CONTRACTOR OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, SPECULATIVE OR PUNITIVE DAMAGES, INCLUDING DAMAGES FOR LOSS OF PROFITS OR USE, BUSINESS INTERRUPTION OR LOSS OF GOODWILL, IRRESPECTIVE OF WHETHER SUCH DAMAGES ARISE UNDER CONTRACT, TORT, STATUTE OR OTHERWISE, AND WHETHER OR NOT SOME OR ALL OF THE NON-INJURED PARTIES HAVE ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. ADDITIONALLY, IN NO EVENT WILL THE NON-INJURED PARTIES BE LIABLE TO LICENSEE, ANY MANUFACTURER, ANY DISTRIBUTOR OR ANY OTHER PERSON, IN THE AGGREGATE, FOR ANY AMOUNT IN EXCESS OF THE AMOUNT THAT LICENSOR HAS ACTUALLY RECEIVED FROM LICENSEE PURSUANT TO THIS AGREEMENT. THE LIMITATIONS SET FORTH IN THIS SECTION WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE PARTIES HERETO ACKNOWLEDGE AND AGREE THAT THE LIMITATIONS SET FORTH IN THIS SECTION WERE AN ESSENTIAL ELEMENT IN SETTING CONSIDERATION UNDER THIS AGREEMENT.

10.3 Notification Requirement. A party seeking indemnification pursuant to Section 10.1 or 10.2 of the Standard Terms and Conditions (the "Indemnified Party") will give reasonably prompt notice to the party from whom such indemnification is sought (the "Indemnifying Party") of the assertion of any claim, or the commencement of any action, suit or proceeding, in respect of which indemnity may be sought hereunder and will give the Indemnifying Party such information with respect thereto as the Indemnifying Party may reasonably request, but no failure to give such notice will relieve the Indemnifying Party of any liability hereunder, except to the extent that the Indemnifying Party has suffered actual prejudice thereby.

11. INSURANCE

11.1 Insurance Requirement. Licensee, at its sole cost and expense and in form satisfactory to Licensor, will obtain from reputable and solvent insurers licensed to do business in the jurisdiction in

which Licensee activities pursuant to this Agreement will take place, insurance as provided below:

11.2 General Liability and Products Liability Insurance.

Licensee will maintain general liability and products liability insurance (in the form of Public Liability, Commercial General Liability, Accident, Products Liability or equivalent insurance), covering third party claims for bodily injury and property damage arising from any and all activities of, and/or Products Manufactured, Advertised, distributed, Sold or otherwise disposed of by, Licensee pursuant to this Agreement. Such insurance will provide limits in the amounts set forth in Section 14 of the Principal Terms per occurrence and an annual aggregate limit satisfactory to Licensor, but in no event will the annual aggregate limit be less than the amount set forth in Section 14 of the Principal Terms. Licensee will maintain such coverage during the Term of this Agreement and any Sell-Off Period, and for an additional period of thirty six (36) months after final distribution, Sale or other disposal (whichever is later) of all Products in Licensee's control or possession. Such insurance will provide contractual liability and cross liability coverage. Such insurance will either (1) include all Licensor Parties and their respective officers, directors, shareholders, employees and agents as additional insureds and stipulate that the insurance afforded such additional insureds will apply as primary insurance and that no other insurance maintained by any of them will be called upon to contribute to a loss covered thereunder or (2) will include an indemnity to principals clause, include all Licensor Parties as principals, and stipulate that the insurance afforded such principals will apply as primary insurance and that no other insurance maintained by any of them will be called upon to contribute to a loss covered thereunder.

11.3 Media Liability.

If applicable, and as set forth in Section 14 of the Principal Terms, Licensee will maintain insurance for media liability, such as infringement of copyright, trademark, trade dress, title or slogan, arising from any Products Manufactured, Advertised, distributed, Sold or otherwise disposed of by Licensee. Such insurance will provide (a) that Licensor is an additional insured under such insurance, but only for liability arising from Licensee's activities and only for liability for which coverage is otherwise afforded by such insurance and (b) contractual liability and cross liability coverage for claims by additional insureds against other insureds. Such insurance may be written on an "occurrence" or "claims made" basis, but in either case will be maintained at all times during the Term of this Agreement and any Sell-Off Period, and

for a period of thirty-six (36) months after final distribution, Sale or other disposal (whichever is later) of all Products in Licensee's control or possession.

11.4 Evidence of Insurance. At the time this Agreement is executed, or within a reasonable time thereafter, and within a reasonable time after insurance coverage is renewed or replaced, Licensee will provide Licenser with a Certificate of Insurance showing that the insurance requirements set forth in this Section 11 have been met. Licensee's failure to provide evidence of insurance and/or Licenser's review, receipt or acceptance of evidence of insurance, will not limit or discharge Licensee's obligation to comply with the requirements set forth in this Agreement or otherwise constitute a waiver of the requirements set forth in this Agreement. If Licensee does not furnish a Certificate of Insurance, or if, at any time during the period when a particular insurance policy is required to be in effect, Licenser is notified of the change, cancellation or lapse of such policy, which change, cancellation or lapse Licensee does not rectify within thirty (30) days of such policy's status change, Licenser, in addition to all other remedies available hereunder or otherwise, may, at its option, obtain the insurance coverage provided by such policy and bill Licensee for the amount of the premium thereof. Licensee will remit such amount to Licenser within ten (10) days of receipt of notice from Licenser stating the premium cost, which will be in addition to any other payments due under this Agreement.

12. CONFIDENTIALITY

12.1 Nature of Confidential Information. Licensee will receive and create Confidential Information in the course of Licensee's exercise of its rights and performance of its obligations under this Agreement. As between Licenser and Licensee, Licenser is the exclusive owner of the Confidential Information. Any confidentiality notice included within any materials that conflicts with this Section 12 will not be effective.

12.2 Definition of Confidential Information. "Confidential Information" means information and materials that Licensee knows or has reason to know should be treated as confidential, whether in written, visual, oral, electronic, web-based or other form, and whether disclosed or created by or on behalf of a Licenser Party, or by or on behalf of Licensee in the course of Licensee's exercise of its rights and performance of its obligations under this Agreement. Confidential Information includes

marketing, design, product, customer, technical, personnel, business and manufacturing information and materials related to Licenser's business, the Property, the Products, Created Works and/or other Licenser products and properties, including the following: (a) each Style Guide, (b) artwork and mock-ups of unreleased Products (whether created by Licensee, a Licenser Party or any other Person), (c) non-public information regarding Products, Created Works and/or other Licenser products, (d) Advertising, marketing, merchandising, packaging, financial, business and Manufacturing guidelines, strategies and plans, (e) consumer product integrity and other safety guidelines and requirements, (f) information regarding product research, design, testing results and performance, (g) information gathered from focus groups, (h) Manufacturing, distribution and sales methods and processes, (i) passwords to Licenser systems and (j) information disclosed during a closed-to-the-public event (such as a toy fair). Confidential Information also includes all copies, summaries and extracts of the foregoing, as well as any Confidential Information that was or is disclosed to Licensee prior to the Effective Date (including pursuant to any prior non-disclosure agreement, regardless of its title) or following the expiration of the Term or any earlier termination of this Agreement.

12.3 Limited Right to Use and Disclose Confidential Information. Licensee will use the Confidential Information only for the purposes of exercising its rights as permitted under this Agreement and performing its obligations as required under this Agreement and for no other purpose. Licensee will not disclose any Confidential Information to any third party, except as permitted in Section 12.5 of the Standard Terms and Conditions and excused in Section 12.6 of the Standard Terms and Conditions.

12.4 Handling Confidential Information. Licensee will (a) use at least the same standard of care to keep the Confidential Information confidential that it uses to protect its own confidential information (but no less than reasonable care); (b) not remove or modify any copyright, trademark, confidential or other similar notice that Licenser includes within any Confidential Information; and (c) promptly notify Licenser of any unauthorized use or disclosure of Confidential Information of which it becomes aware, which notice must describe the nature of the disclosure, and cooperate with Licenser in every reasonable way to help regain possession of the Confidential Information and prevent its further unauthorized use or disclosure. Nothing in this

Agreement limits Licensee's obligations to comply with obligations under applicable state trade secret laws.

12.5 Permitted Disclosures. Lessor consents to Licensee's disclosure of Confidential Information to Licensee's employees and Manufacturers and to its insurance brokers, lawyers and accountants, but only to the extent necessary for Licensee to exercise its rights or perform its obligations under this Agreement. Prior to any such disclosure, the receiving party must have in place a written, signed agreement with Licensee that contains confidentiality provisions comparably restrictive as those contained in this Agreement. Licensee will make all such agreements available to Lessor upon request. Without limiting the generality of Section 7.10 of these Standard Terms and Conditions, Licensee will be vicariously liable for any breach of the requirements set forth in this Section 12 by any of its employees, Manufacturers, insurance brokers, lawyers and/or accountants.

12.6 Exceptions. The restrictions on use and disclosure of Confidential Information set forth in this Agreement will not apply to any Confidential Information that: (a) is or becomes publicly available without a breach of this Agreement; (b) is received by Licensee, without any obligation of confidentiality, from a third party who did not acquire or disclose it by a wrongful act or omission; or (c) is independently created by Licensee without use of or access to, Confidential Information (as evidenced by documentation). The restrictions on disclosure of Confidential Information are excused to the extent that Confidential Information is required to be disclosed pursuant to court order or other governmental action (provided that (i) Licensee uses reasonable efforts to provide advance notice to Lessor in order to permit Lessor to contest the disclosure and/or seek a protective order and (ii) Licensee provides reasonable assistance Lessor (at Lessor's cost) in connection with such action).

12.7 Relationship to Other Agreements. This Section 12 replaces and supersedes all prior non-disclosure agreements (regardless of their title) between Licensee and any Lessor Party to the extent concerning the subject matter of this Agreement.

13. INSOLVENCY/BANKRUPTCY RELATED PROVISIONS

13.1 Insolvency Related Provisions. To the extent permitted under applicable Law, Lessor

may terminate this Agreement with immediate effect by giving notice to Licensee in the event that any of the events set forth in Section 14.2.2(f) occurs.

13.2 Intentionally Omitted

13.3 Intentionally Omitted.

13.4 Intentionally Omitted.

13.5 No Sale of Goods Containing Lessor's Property. Following any event specified in Section 14.2.2(f) of the Standard Terms and Conditions, the parties agree that in the event Licensee, its estate or any party appointed by a court of competent jurisdiction to oversee Licensee's business attempts to Sell or in any way dispose of any Products or Advertising, all Property and Created Works must be removed or altered from such Products and Advertising as requested by Lessor prior to any such Sale or disposition. The purchaser of any such goods, assets or property will not acquire any rights under this Agreement.

13.6 No Pledge. Licensee may not pledge this Agreement or any rights hereunder as security for any borrowings prior to or after the commencement of a bankruptcy case.

14. TERM AND TERMINATION

14.1 Term. The Term will be as set forth in Section 6 of the Principal Terms. There will be no automatic extension or renewal of this Agreement. Further, Lessor will not be required to give notice to Licensee of Lessor's intention not to extend the Term of this Agreement. No oral promise or other action (including delivery of Style Guides) will be deemed to renew or extend the Term of this Agreement. Any product development that may be undertaken by Licensee as a result of its receipt of any such new Style Guide will be at Licensee's own risk.

14.2 Termination. Without prejudice to any other right or remedy available to Lessor under this Agreement or otherwise at law or in equity, Lessor has the following termination rights (in the event of which termination, neither Lessor nor any Lessor Party will have any liability to Licensee):

14.2.1 Curable Defaults. Lessor will have the right at any time to terminate this Agreement in its entirety by giving Licensee notice of termination upon the occurrence of one or

more of the following events, provided that Licensee will have thirty (30) days after Licensor sends Licensee notice of termination to cure any such failure and avoid termination:

(a) Licensee does not pay on time and in full any amount that has come due hereunder or does not deliver on time any Reports or Forecast Reports that have come due hereunder (provided that the "cure period" for a breach of this Section 14.2.1(a) will be ten (10) days rather than thirty (30) days);

(b) Licensee does not deliver a Certificate of Insurance to Licensor in accordance with Section 11.4 of the Standard Terms and Conditions or does not maintain in full force and effect each insurance coverage referenced in Section 11 of the Standard Terms and Conditions; or

(c) Licensee does not comply with or perform any of its obligations or covenants hereunder or breaches any term of this Agreement, other than those described in Section 14.2.1(a) or (b) or Section 14.2.2 of the Standard Terms and Conditions.

14.2.2 Termination Events Not Subject to Cure. Lessor will have the right at any time to immediately terminate this Agreement in its entirety by giving Licensee notice of termination upon the occurrence of one or more of the following events, none of which may be cured:

(a) Licensee does not comply with the Approval processes set forth in Section 5 of the Standard Terms and Conditions;

(b) Licensee does not comply with (i) any applicable Laws or Safety Standards in connection with this Agreement or the Products or (ii) any requirement set forth in Section 6.2 of the Standard Terms and Conditions;

(c) Licensee does not comply with the export restrictions set forth in Section 14.2.5 of the Standard Terms and Conditions:

(d) Licensee exploits any of the Property, Created Works, Products or Advertising in any manner not expressly permitted hereunder;

(e) Licensee has made or makes a material misrepresentation to Licensor or has omitted or omits to state a material fact necessary to

make a material statement made to Lessor not misleading;

(f) Licensee (i) is not able to pay its debts as such debts become due; (ii) admits in writing its inability to pay its debts as they fall due and/or that its liabilities exceed the value of its assets or otherwise becomes insolvent; (iii) receives a going concern qualification in connection with its audited financial statements; (iv) makes a general assignment for the benefit of creditors; or any proceeding is instituted by or against Licensee (A) seeking to adjudicate it as a bankrupt or insolvent, (B) seeking liquidation, winding up, reorganization, arrangement, adjustment, protection, relief or composition of it or its debts under any Law relating to bankruptcy, insolvency or reorganization or relief of debtors or (C) seeking the entry of any order appointing a receiver, trustee or other similar official for all or for any substantial part of Licensee's property or assets; (v) has a pre-judgment or post-judgment attachment levied on a substantial part of Licensee's assets which, in the event of a pre-judgment attachment, is not released or discharged within 30 days; (vi) has its business transferred in whole or in part, or such business is liquidated, wound up, discontinued, or relocated abroad, or a decision is taken in this respect; or (vii) has an administrative receiver or a receiver appointed over all or any part of its assets or undertaking; or any event analogous to an event referred to in clauses (i)-(vii) of this Section 14.2.2(f) occurs with respect to Licensee or its assets or property under the applicable Laws of any jurisdiction;

(g) An event of default occurs or a condition exists under any agreement or instrument relating to institutional indebtedness or financial obligations owed by Licensee, including the failure to pay principal or interest thereon and such event or condition continues after any applicable grace period specified in such agreement or instrument and the effect of such event or condition is to accelerate or to permit the acceleration of the maturity of such indebtedness or obligations or otherwise cause, or to permit the holder thereof to cause, such indebtedness or obligations to mature.

(h) Licensee violates the Anti-Corruption Obligation set forth in Section 7.12.1 of the Standard Terms and Conditions or has offered Inappropriate Consideration to any Public Official or other Person in connection with negotiating, securing or performing this Agreement.