

14.2.3 Change of Control. Licensor may terminate this Agreement in its entirety immediately upon notice to Licensee, without providing Licensee with an opportunity to cure, if there is a Change of Control. Licensee will give Licensor at least thirty (30) days prior notice of a proposed Change of Control, except that if Licensee learns of a Change of Control less than thirty (30) days prior to the expected effective date thereof, Licensee will give Licensor immediate notice thereof. Within a reasonable time after receiving such notice, Licensor will give Licensee notice stating whether it Approves or disapproves any such Change of Control or proposed Change of Control and, in the case of its disapproval thereof, whether it exercises its right of termination hereunder, if the Change of Control has already occurred, or will exercise its right of termination if the proposed Change of Control is subsequently made. If Licensor Approves of such Change of Control and such Change of Control actually occurs or has already occurred, a transfer fee will be payable to Licensor. Licensor's Approval (if given) may be subject to such other terms and conditions as Licensor deems appropriate. The amount of the transfer fee will be determined by Licensor in Licensor's absolute discretion, based upon the circumstances of the particular Change of Control, including whether the Agreement adds value to the Change of Control or if the Change of Control presents potential business risk or cost to Licensor and taking into account such factors as the estimated value of the license under this Agreement; the risk of business interruption or loss of quality, production or control Licensor may suffer as a result; the identity, reputation, creditworthiness, financial condition and business capabilities of the proposed assignee or other Person involved in the Change of Control; and Licensor's internal costs related to the Change of Control; provided, however, in no event will the transfer fee be less than the greater of (a) ten percent (10%) of Licensee's Net Sales relating to all Products licensed under the Agreement and distributed during the preceding twelve (12) month period from the date of such notice or (b) Fifty Thousand Euros (or the equivalent thereof in the Contract Currency). Nothing in this Section 14.2.3 will limit in any way the rights of Licensor under Section 16.1 of the Standard Terms and Conditions.

14.2.4 Special Termination Rights For Failure To Exploit Product. In the event that Licensee does not comply with its obligations set forth in Section 10 of the Principal Terms, Licensor may: (a) terminate this Agreement in its entirety, (b) terminate Licensee's rights and licenses solely with respect to the particular Products that were not

Manufactured, Advertised and/or Sold as of the applicable Distribution Date(s) as required by Section 10 of the Principal Terms or (c) terminate Licensee's rights and licenses solely with respect to a particular Distribution Channel through which Products were not Manufactured, Advertised and/or Sold as of the applicable Distribution Date(s) as required by Section 10 of the Principal Terms. Without limiting the generality of this Section 14.2.4, if during any Accounting Period following the applicable Distribution Date, Licensee does not Manufacture, Advertise and Sell any Products through each of the Distribution Channels in any country of the Territory, Licensor, in addition to all other remedies available to it, may terminate Licensee's rights and licenses solely with respect to the particular Products that were not Manufactured, Advertised and/or Sold during such Accounting Period, or terminate Licensee's rights and licenses solely with respect to the particular Distribution Channel through which Products were not Sold during such Accounting Period. Licensor may exercise its termination rights under this Section 14.2.4 by giving notice to Licensee, without providing Licensee with an opportunity to cure.

14.2.5 Special Termination Right Relating to Trade Sanctions and Export Control Laws. In addition to any other remedies provided for in this Agreement:

(a) in the event that any country included in the Territory becomes subject to trade sanctions, export controls or other commercial or financial restrictions under any applicable Law, including the Laws of the United States or the United Kingdom, said country will be deemed automatically and immediately deleted from the Territory and Licensee will immediately (and no later than upon receipt of notice from Licensor, if any) cease (i) all Sales of Products and (ii) all other activities permitted under this Agreement within the country affected or as may be specified in Licensor's notice (if any). Upon the earlier of learning of the sanction or receipt of such notice from Licensor, Licensee will have no right to Sell or otherwise exploit the Property, Created Works or Products in the affected country;

(b) in the event any Distributor, Manufacturer or other Person engaged by Licensee with respect to this Agreement is designated as a Person located in or a resident or national of a country that is subject to trade sanctions, an export embargo or has been designated by an applicable government authority as a "terrorist supporting"

country or a Person supporting or otherwise abetting terrorism, Licensee will immediately (and no later than upon receipt of notice from Licensor, if any) cease to supply or make available to such designated Person any Products or other materials or other information provided hereunder by Licensor. Upon the earlier of learning of such designation or the receipt of such notice from Licensor (if any), Licensee will cease all interaction with such designated Person and no further Products, materials or other information will be provided to such designated Person; and

(c) in the event Licensee or any of its affiliates is designated as a Person located in or a resident or national of a country that is subject to trade sanctions, an export embargo or has been designated by an applicable government authority as a "terrorist supporting" country or a Person supporting or otherwise abetting terrorism, the Term will immediately (and no later than upon receipt of notice from Licensor, if any) terminate, without any liability whatsoever on the part of any Licensor Party.

14.3 Cross Default.

14.3.1 An uncured material breach by Licensee or any affiliate of Licensee of any agreement with a Licensor Party ("Other License Agreements"), will constitute a material breach of this Agreement, entitling Licensor, without limitation, to terminate this Agreement immediately upon notice and without any liability whatsoever on the part of any Licensor Party.

14.3.2 An uncured material breach by Licensee of this Agreement will constitute a material breach by Licensee of all Other License Agreements, entitling the applicable Licensor Party, without limitation, to terminate the Other License Agreements (or any or all of them) immediately upon notice and without any liability whatsoever on the part of any Licensor Party.

14.4 Obligations Upon Expiration or Termination. Upon the expiration or earlier termination of the Term, subject to Section 15 of the Standard Terms and Conditions, Licensee will: (a) immediately cease and cause all Manufacturers and Distributors to cease all activities under this Agreement with respect to the Property, including the development, creation, Manufacture, Advertising, offering for Sale and distribution of the Products, the development, reproduction, publication and distribution of the Advertising and the development and use of any Created Work; (b) immediately pay all

amounts that are due and owing hereunder, including any outstanding and/or remaining Guarantees; (c) deliver to Licensor (at Licensee's expense), within thirty (30) days following such expiration or termination, (i) all Created Work; (ii) all Confidential Information (other than one copy of this Agreement for future reference purposes) and will remove (or have removed) all Confidential Information from Licensee's and its Manufacturers' systems (subject only to any Laws that require the retention of such Confidential Information and provided that Licensee gives Licensor written notice of the nature and legal basis for the retention); and (iii) a duly completed and signed inventory report itemizing all Products (or components thereof) in Licensee's and/or any Manufacturer's possession; and (d) comply with the terms of Section 15.3 of the Standard Terms and Conditions. Within sixty (60) days following the expiration or termination of the Term, Licensee will deliver a document to Licensor signed by a duly authorized officer of Licensee, certifying on behalf of Licensee that Licensee has complied with the preceding sentence of this Section 14.4. Licensor may perform one or more unrestricted, unannounced physical inspections of Licensee's and any Manufacturer's facilities to verify compliance with this section. Except as expressly provided in Section 15 of the Standard Terms and Conditions, upon the expiration or earlier termination of the Term for any reason, neither Licensee nor any Manufacturer will have any further right to exercise any of the licenses or rights otherwise granted to Licensee or a Manufacturer in this Agreement, and all such licenses and rights will revert to Licensor. With respect to any partial termination of this Agreement in accordance with Section 14.2.4 of the Standard Terms and Conditions, the obligations of Licensee set forth in this section (and in Section 15.3 of the Standard Terms and Conditions) will apply only with respect to the terminated portion, and then only to the extent reasonably applicable.

15. TRANSITION AT END OF TERM AND SELL-OFF PERIOD

15.1 Sell Off Period. At the expiration of the Term, provided that (a) Licensee is not in breach of this Agreement and (b) Licensee continues to comply with all terms of this Agreement, including this Section 15, Licensee will have the non-exclusive right for a period of ninety (90) days (the "Sell-Off Period") to ship, Sell or distribute within the Territory and throughout the Distribution Channels, all previously Manufactured Products that are in Licensee's actual possession (not at a Manufacturer's facility) as of the last day of the Term. During the

Sell-Off Period, Licensee will have no right to: (i) Manufacture (or cause the Manufacture of) additional quantities of Products; (ii) accept any orders requiring shipment of Products after the expiration of the Sell-Off Period; and/or (iii) Advertise the Products.

15.2 Transition at End of Term.

15.2.1 Transition Plan For Last Six (6) Months of Term. Unless waived in writing by Licensor, no later than six (6) months prior to the expiration of the Term, Licensee will provide to Licensor, for its Approval, a transition plan containing the following information with respect to the remaining six (6) months of the Term: (a) a written report detailing, as to the last six (6) months of the Term, (i) by SKU, the number and description of each Product that Licensee expects to have on hand for each month of such period; (ii) the amount of each Product it anticipates Manufacturing during each month of such period; (iii) the anticipated orders from each of Licensee's ten (10) principal accounts for such period; and (iv) any technical materials and any Advertising materials, artwork, molds, packaging materials, labels or other component parts ("Inventory, Parts and Materials") relating to the Products and/or Created Works that Licensee anticipates will exist as of the expiration of the Term; and (b) a sales and marketing plan for the last six (6) months of the Term (such plan, the "**Transition Plan**"). If Licensee does not timely submit a Transition Plan (and has not obtained Licensor's written waiver of such submission), or if Licensor does not Approve the Transition Plan submitted by Licensee, without limiting Licensor's other rights or remedies, Licensor may stipulate the terms of a Transition Plan as a condition to permitting any Sell-Off Period. To the extent that any term or condition of the Approved Transition Plan expressly contradicts any terms or conditions relating to the Sell-Off Period set forth in this Section 15, the terms of the Transition Plan will prevail.

15.2.2 Limits During Last Year of Term. Unless otherwise Approved by Licensor, during each of the four (4) Accounting Periods preceding the expiration of the Term, Licensee may not Manufacture or Sell (or cause the Manufacture or Sale of) Products in excess of the number of units of such Products, (on a Product by Product basis) Manufactured or Sold (as applicable) during the corresponding Accounting Period of the penultimate Year of the Term.

15.3 Disposition of Inventory, Parts and Materials. Upon the expiration or earlier termination of the Term (and the Sell-Off Period, if any), Licensor will have the right but not the obligation to (a) purchase all or any part of Licensee's then-existing inventory of the Products and Inventory, Parts and Materials at Licensee's actual Manufacturing cost for such Inventory, Parts and Materials (i.e., exclusive of any overhead, development, tooling, Advertising, warehousing or distribution costs) or (b) require the destruction of any or all such Inventory, Parts and Materials. In the event Licensor does not offer or agree to purchase such Inventory, Parts and Materials within thirty (30) days of expiration or earlier termination of the Term (and the Sell-Off Period, if any), then Licensee will destroy the same and provide Licensor with a certificate of destruction within thirty (30) days thereafter (i.e., within sixty (60) days following the expiration or earlier termination of the Term and any Sell-Off Period). Licensor will have the right to observe, or designate a third party to observe, such destruction.

15.4 No Sell-Off Period. In addition to the conditions set forth in Section 15.1 of these Standard Terms and Conditions, Licensee will not have a Sell-Off Period if any of the following occurs: (a) Licensor terminates the Agreement; (b) Licensor provides notice to Licensee at least six (6) months prior to the expiration of the Term that Licensee will not be entitled to a Sell-Off Period; (c) Licensee does not timely submit a Transition Plan (without obtaining Licensor's written waiver of such submission); or (d) Licensor does not Approve Licensee's Transition Plan.

15.5 Sell-Off Royalties Not Applicable Against Advance or Guarantee. Licensee will report and pay to Licensor Royalties on all Products Sold during the Sell-Off Period, provided that such Royalties will not apply towards or be credited in reduction of any Advance or Guarantee. Within thirty (30) days following the expiration of the Sell-Off Period, Licensee will furnish to Licensor a final statement showing all Sales that occurred during the Sell-Off Period and pay all Royalties attributable to such Sales.

16. MISCELLANEOUS

16.1 Assignment and Sublicenses. This Agreement will be binding upon and inure to the benefit of the parties hereto and their permitted successors and permitted assignees, as set forth below:

Each Licensor Party may, at any time, freely transfer, delegate, encumber, sublicense or assign all or part of this Agreement, or any and all of its rights or obligations hereunder, to any Person. In the event of such transfer, delegation, encumbrance, sublicense or assignment, Licensee will cooperate to the extent necessary to affect such transfer, delegation, encumbrance, sublicense or assignment expeditiously.

Without Licensor's Approval, Licensee may not at any time transfer, delegate, encumber, sublicense or assign all or part of this Agreement or any or all of its rights and obligations to any Person. Any such purported transfer, delegation, encumbrance or assignment of rights will be void ab initio. Nothing in this Section 16.1 will limit in any way the rights of Licensor under Section 14.2.3 of the Standard Terms and Conditions.

16.2 Remedies.

Attorneys' Fees. Except as expressly provided in this Agreement and to the extent permitted by Law, all rights and remedies provided in this Agreement are cumulative and not alternative to or exclusive of any other rights or remedies that may be available to Licensor at law or in equity. Licensor's failure to exercise any right or remedy will not preclude Licensor's exercise of any other rights or remedies. In the event that Licensee engages in any unauthorized use of the Property, Created Works or Products in violation of any of the provisions of this Agreement, Licensor may recover all gross revenues derived by Licensee from such unauthorized use. In the event Licensor is required to take legal action against Licensee to enforce any of Licensor's rights or remedies under this Agreement, Licensee will pay Licensor's attorneys' fees, expenses and court costs associated with Licensor's attempts to enforce such rights or recover amounts due to Licensor hereunder.

the event of a default, breach or alleged default or breach by Licensor under this Agreement. Licensee's sole remedy will be an action at law for damages. In no event will Licensee be entitled to rescind or terminate this Agreement, to seek or obtain injunctive or other legal or equitable relief, or to enjoin, interfere with or restrain Licensor's use and exploitation of the Property and/or Created Works. Licensee may not assert any right of offset or any counterclaim or any other right to set up reserves,

make deductions or withhold payment, in whole or in part, that Licensee may have with respect to any sums payable by Licensee to Licensor under this Agreement. For the avoidance of doubt, unless expressly set forth otherwise in this Agreement, no act or omission of Licensor will constitute a breach or default under the Agreement unless Licensee first gives notice thereof to Licensor setting forth such alleged breach or default and, within thirty (30) days after Licensor's receipt of such notice, Licensor has not (a) cured such breach or default or (b) commenced and diligently pursued efforts to cure such breach or default.

Licensee acknowledges and agrees the IP Rights licensed in this Agreement are of a unique and special nature. Licensee also agrees that any breach of this Agreement by Licensee (including any distribution of Products outside the scope or Term or any other exploitation of the Property, Created Works and/or IP Rights therein in contravention of this Agreement) would cause Licensor irreparable harm, for which there is no adequate remedy at law. Licensee therefore further agrees that in the event of such actual or anticipated breach, Licensor will be entitled, without being required to post a bond or other security, to an injunction or other equitable relief as may be appropriate, in any court of competent jurisdiction. Licensee hereby waives any defenses to Licensee's application for such equitable relief, including that there may be an adequate remedy at law. This Section 16.2 will not constitute an election of remedies nor will it limit Licensor's other rights or remedies, all of which are expressly reserved.

16.3 Survivals. The respective obligations of the parties under this Agreement and other terms and conditions of this Agreement, which by their nature would continue beyond the expiration or earlier termination of the Term, will survive any such expiration or termination and continue in full force and effect. Without limiting the generality of this Section 16.3, (a) all of Licensee's obligations hereunder will survive during any Sell-Off Period, and (b) Sections 3 and 4 (with regard to payment of amounts due. Reports, record keeping, inspection and audits), 8, 9, 10, 11, 12, 13, 14, 15 and this Section 16 of the Standard Terms and Conditions will survive the expiration or earlier termination of the Term for any reason and will continue in full force and effect in perpetuity unless expressly stated otherwise in this Agreement.

16.4 Section Headings. Section and

subsection headings in this Agreement are for ease of reference only and will not have any effect upon the construction of this Agreement or any of the terms or provisions hereof.

16.5 Construction of Agreement. The language of this Agreement will not be construed against either party hereto. This Agreement has been negotiated and executed by the parties in English. In the event any translation of this Agreement is prepared for convenience or any other purposes, the provisions of the English version will prevail. All references in this Agreement to "business days" mean a day other than a Saturday, Sunday or day on which banks in London, England are authorized to close. The words "include," "includes" and "including," when used in this Agreement, will be deemed in each case to be followed by "without limitation."

16.6 Notices. Except as expressly set forth in this Agreement to the contrary, any requests, notices, Reports and other communications permitted or required to be given hereunder must be in writing, in English and will be effective (a) upon personal delivery, (b) two (2) business days following dispatch by a reputable overnight courier, with delivery fees prepaid by sender, and (c) the next business day, if transmitted by facsimile (with confirming copy sent simultaneously by another method permitted above). Either party, by means of a notice properly given hereunder, may change any of its addresses for purposes of receiving future requests, notices, Reports and other communications under this Agreement.

16.7 Governing Law/Jurisdiction. THE CONSTRUCTION, VALIDITY AND PERFORMANCE OF THIS AGREEMENT AND ALL NON-CONTRACTUAL OBLIGATIONS ARISING FROM OR CONNECTED WITH THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH ENGLISH LAW AND THE PARTIES HERETO SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE ENGLISH COURTS FOR THE PURPOSE OF ENFORCING ANY CLAIM ARISING UNDER OR IN RELATION TO THIS AGREEMENT. ADDITIONALLY, LICENSOR WILL HAVE THE RIGHT, AT ITS SOLE DISCRETION, TO ELECT TO ENFORCE ANY OF ITS RIGHTS HEREUNDER IN ANY JURISDICTION OF THE TERRITORY AND/OR IN ANY JURISDICTION IN WHICH LICENSEE HAS ITS PRINCIPAL PLACE OF BUSINESS.

16.8 Severability. If any provision of

this Agreement is held by a court of competent jurisdiction to be illegal or unenforceable, then such provision will be deemed severable from the remainder of this Agreement and will be construed so as to be enforceable to the extent permitted under applicable Law, and the remaining provisions of this Agreement will continue in full force and effect.

16.9 No Third Party Rights. Except as otherwise specifically provided in this Agreement with respect to Licensor Parties or Indemnified Parties, this Agreement does not confer any right on any Person who is not a party to this Agreement.

16.10 Counterparts: Electronic Signatures. The Agreement may be executed in any number of counterparts and delivered by facsimile transmission and/or scanned email attachment, each of which when so executed will be deemed to be an original. A facsimile or scanned email signature will be deemed an original and binding signature.

16.11 Relationship of Parties. Licensee is an independent contractor and not an agent, partner, joint venturer, franchisee, affiliate or employee of Licensor. No fiduciary or franchise relationship exists between the parties. Neither party will be liable for any debts, accounts, obligations or other liabilities of the other party, its agents or employees. Licensee has no authority to obligate or bind any Licensor Party in any manner and will not hold itself out as acting for or behalf, or as a representative or agent of, any Licensor Party.

16.12 Entire Agreement: Amendment: Waiver. This Agreement, which consists of the Principal Terms, these Standard Terms and Conditions and all Exhibits referenced in or attached to any of the foregoing (which expressly state they are incorporated in this Agreement), embodies the entire agreement of the parties hereto. It replaces and supersedes all prior agreements, commitments, arrangements, negotiations, representations and understandings, written or oral, between the parties concerning the subject matter of this Agreement, including any prior non-disclosure agreement (regardless of its title) that was previously executed, to the extent concerning the subject matter of this Agreement. This Agreement may not be modified, amended, waived or in any way altered except by an instrument in writing signed by both Licensor and Licensee (or in the case of a waiver, by the party granting such waiver). Electronic communications, such as email messages, will not be effective as a waiver, modification or amendment to this Agreement. No waiver or modification of any term of

this Agreement will be effective unless in writing and signed by an officer of the party against whom such waiver or modification is sought to be enforced. No failure or delay by either party in exercising any of its rights, powers or remedies under this Agreement will operate as a waiver of that or any other right, power or remedy. Furthermore, Licensors' request for copies of agreements or other documents, and Licensors' receipt or review of such agreements or other documents, will not waive any of Licensee's obligations or any of Licensors' rights, powers or remedies under this Agreement.

16.13 Licensors Parties. Any one or all of Licensors Parties, their transferees, assignees and delegates may exercise any of the termination, Approval, enforcement and other rights under this Agreement and perform any of Licensors' duties or obligations under this Agreement, either separately or with one another. Mattel will have the first right of enforcement as to intellectual property violations and may take any and all action needed to preserve its IP Rights in or to the Property and its IP Rights in and to the Created Works. Apart from Licensee's Royalty and other payment obligations and notwithstanding anything to the contrary in this Agreement, Licensee's duties, warranties, acknowledgements, obligations and covenants under the Agreement are respectively owed and made to each Licensors Party, as though specifically set forth in each and every relevant Section of this Agreement.

16.14 Receipt or Acceptance Not a Waiver. Receipt or acceptance by Licensors of any of the Reports or any Certificate of Insurance furnished pursuant to this Agreement or of any sums paid hereunder will not preclude Licensors from questioning the correctness, truth and/or accuracy thereof at any time. In the event that any inconsistencies or mistakes are discovered in such Reports, Certificate of Insurance or payments, if Licensee makes such discovery, Licensee will promptly notify Licensors, and in all cases, Licensee will promptly correct such inconsistencies or mistakes and render the appropriate payments due, if any.

16.15 Approvals. Unless otherwise specified in this Agreement, any Approval may be granted or withheld by Licensors in its sole discretion. In no event will Licensors be liable for any Losses resulting from any Approval (or failure or refusal to Approve) by Licensors and no such Approval (or failure or refusal to Approve) will excuse any performance by Licensee under this Agreement. Further, no Approval will waive, modify or limit

Licensee's obligations to (i) comply with all applicable Laws, (ii) test each Product before it is distributed to the public, (iii) ensure that each Product satisfies all Safety Standards and (iv) otherwise comply with all of Licensee's obligations under the Agreement; nor will any Approval constitute or imply any representation or belief by Licensors that the materials or actions so Approved comply with any applicable Laws or Safety Standards.

16.16 Vicarious Liability. Without limiting any of the other terms and conditions of this Agreement, Licensee will be vicariously liable for any misuse of the Property and/or the Products and/or any other breach of the requirements set forth in this Agreement by a Manufacturer, Distributor or other Person acting for or on behalf of Licensee in connection with this Agreement, including Licensee's affiliates, employees, contractors, vendors, agents and representatives. Any breach of the requirements set forth in this Agreement by any such Manufacturer, Distributor or other Person 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 and attorneys' fees, expenses and court costs) incurred by Licensors in connection with investigating or taking any actions against any such Manufacturer, Distributor or other Person: (a) in order to prevent any misuse of the Property and/or any unauthorized Manufacture, Sale or distribution of Products and/or (b) otherwise to enforce any of the provisions of this Agreement.

17. DEFINITIONS

17.1 "Accounting Period" means each calendar quarter ending on the last day of each March, June, September and December in each Year of the Term (and the Sell-Off Period, if any). Any partial calendar quarter at the beginning or end of the Term is also an Accounting Period.

17.2 "Advance" shall have the meaning set forth in Section 7 of the Principal Terms.

17.3 "Advertise" (including "Advertising" when used as a verb and other correlative verbs) means to advertise, market, publicize or promote. "Advertisement" (including "Advertising" when used as a noun and other correlative nouns) means any content or materials that are created or intended to Advertise the Property and/or Products, including content or materials created or disseminated by bloggers and/or influencers.

17.4 "Advertising Shortfall" shall have the meaning set forth in Section 3.5 of the Standard Terms and Conditions.

17.5 "Allowable Deductions" means only (a) trade discounts and quantity discounts (including any on or off- invoice discounts granted to specific retailers or Distributors) granted by Licensee in the ordinary course of business, provided that the total amount deducted for such discounts may not exceed five percent (5%) of Gross Sales in any Accounting Period; and (b) actual documented returns or refunds for which a bona fide credit or refund is issued, provided that the total amount deducted for all returns of Products Sold in any Accounting Period may not exceed five percent (5%) of Gross Sales in such Accounting Period. Allowable Deductions may not include and no deductions from any Royalties payable by Licensee will be permitted for the following: uncollectible accounts (bad debt); cash discounts; early payment discounts; early delivery or warehousing discounts; year-end or other customer rebates; costs incurred in Manufacturing; selling costs; distribution costs; freight or transportation costs; Advertising costs; marketing costs; co-operative Advertising costs; promotional allowances; central administration discounts; packaging allowances; service discounts; uncollectible accounts allowances; commissions; overhead expenses; or any other expenses or amounts not otherwise expressly permitted above (individually or collectively, the "Excluded Deductions"). For the avoidance of doubt, (i) any reduction in, allowance for or offset or other credit to the Gross Sales price will not reduce the Gross Sales amount but will be included within the determination of the limit for Allowable Deductions and (ii) Excluded Deductions are disallowed whether deducted in arriving at Gross Sales or whether deducted after a Gross Sales amount is charged to customers.

17.6 "Approval" (including "Approve", "Approved" and other correlative terms) means a consent or authorization of Licensor that (a) is given prior to the matter to which it relates, (b) is in a writing signed or issued by a duly authorized employee of Licensor, (c) identifies with specificity the matter, event or use to which it relates and (d) if applicable, is in Licensor's standard form or format for an Approval of that nature.

17.7 "Brand Development Initiatives" shall have the meaning set forth in Section 12 of the Principal Terms.

17.8 "Business Records" means, individually or collectively, stock movement reports, vendor agreements, price lists, catalogues, master SKU lists, journals and other postings related records, product approval documentation, payment documentation, all correspondence related to this Agreement, Distributor agreements, Manufacturer agreements, lab testing agreements, media buyer, ad agency and other Advertising agreements, insurance policies, Certificates of Insurance, general ledger accounts, shipping documents, production records, purchase invoices, selling invoices and purchase orders and will include all such information held or maintained in electronic or other format.

17.9 "Change of Control" means any of the following: (a) the consummation of any transaction or series of transactions (including any merger or consolidation), as a result of which the equity owners of Licensee or its Parent immediately prior to the transaction(s) beneficially own, directly or indirectly, after consummation of the transaction(s), less than seventy-five percent (75%) of the voting equity interests of Licensee or its Parent, measured by voting power rather than number of shares or other equity interests; (b) the sale, lease, transfer, conveyance or other disposition, in a single transaction or a series of transactions, of all or substantially all of the properties or assets of Licensee or its Parent; or (c) at any time, fifty percent (50%) or more of the members of the Board of Directors or other governing body of Licensee (or its Parent) are not Continuing Directors.

17.10 "Continuing Director(s)" means any member of the Board of Directors (or other governing body) of Licensee (or its Parent) who (a) was a member of such Board of Directors (or other governing body) on the Effective Date or (b) was nominated for election or elected to such Board of Directors (or other governing body) with the approval of a majority of the Continuing Directors.

17.11 "Created Works" means any and all artwork, designs, literary and artistic works and other content, hardware, software and other technology, casts, molds, documentation, instructions, feedback, suggestions for improvement and physical and/or digital materials made, conceived, created, composed, developed or reduced to practice in whole or in part, by or for Licensee, alone or jointly with others, whether work-in-progress or completed, regardless of whether or not they may be eligible for patent, copyright, mask work, trade secret, trademark or other legal protection, which (i) incorporate, include, are based

on or are derived from the Property and are used in in connection with the creation, development, design, operation, Manufacture, Advertising or distribution of the Products or Licensee's performance or activities under this Agreement; or (ii) relate to, incorporate, include, are based on or are derived from a brand of any Licensor Party other than the Property and are submitted by Licensee to a Licensor Party. Examples of Created Works include: (A) adaptations, translations, variations, representations, depictions, reproductions or other derivative works relating to the Property; (B) compilations or collective works to the extent embodying the Property; (C) improvements, additions or modifications to the Property; or (D) goods or services confusingly similar to the Property.

17.12 "Distribution Channels" shall have the meaning set forth in Section 5 of the Principal Terms.

17.13 "Distribution Date(s)" shall have the meaning set forth in Section 10 of the Principal Terms.

17.14 "Gross Sales" means the gross amount that Licensee bills to its customers for Sales of Products. For the avoidance of doubt, trade discounts, volume discounts or other Excluded Deductions that are deducted by Licensee to arrive at a reduced "gross amount" billed to customers for Sales of Products will be added back to the invoiced amount in calculating Gross Sales.

17.15 "Guarantee(s)" shall have the meaning set forth in Section 8 of the Principal Terms.

17.16 "Inappropriate Consideration" means any payments or contributions of goods or services and any other things of value and other consideration to any Public Official or to any third party under circumstances in which Licensee or any Person acting for or on behalf of Licensee, including any Manufacturer or Distributor, knows or should know that all or any portion of that consideration will be paid over to any Public Official for the purpose of: (a) influencing any act or decision of a Public Official in his or her official capacity; or (b) inducing a Public Official to use his or her influence with the government in order to assist in obtaining or retaining business for or with, directing business to or securing any unfair advantage for any Licensor Party, Licensee, a Manufacturer or Distributor or any of their respective affiliates or agents or any third party.

17.17 "Internet/Social Media Platforms" shall have the meaning set forth in Section 5.4.2 of the Standard Terms and Conditions.

17.18 "IP Rights" means all forms of intangible property rights and all goodwill associated therewith, including patent, copyrights, trademark (including trade dress), service mark and trade name, right of publicity, name and likeness right, design and domain name and all other intellectual property rights which now exist or are hereafter created.

17.19 "Laws" means statutes, ordinances, codes, treaties or other laws, rules, regulations, directives, orders, requirements, policies, determinations, guidelines or procedures enacted, adopted or promulgated by any applicable foreign or domestic federal, state or municipal court or governmental, quasi-governmental, administrative or regulatory department, agency or authority. In this Agreement, reference to any specific Law or provision thereof includes any Law or provision, which replaces such Law and includes any regulation, guideline or other subordinate provision made under the relevant Law.

17.20 "Licensor Parties" means Licensor and Licensor's Parent, subsidiary and affiliate companies, including Mattel, Inc.

17.21 "Losses" means claims, causes of action, judgments, settlements, damages, demands, liabilities, losses, costs and expenses (including reasonable attorneys' fees, court costs, litigation expenses and expert witness fees).

17.22 "Manufacture" means to manufacture, produce and/or assemble.

17.23 "Manufacturer" means any third party utilized by Licensee (or another Manufacturer) in connection with the Manufacture of Products.

17.24 "Media" means Advertising through the use of print, radio, public relations, television, the Internet or such other media as may be designated by Licensor from time to time in its sole discretion.

17.25 "Minimum Advertising Expenditure" shall have the meaning set forth in Section 11 of the Principal Terms.

17.26 "Net Sales" means one hundred percent (100%) of Gross Sales less only (a) any

Taxes included in Gross Sales collected and paid by Licensee to the taxing authorities and (b) Allowable Deductions. Notwithstanding the preceding sentence, Net Sales exclude Net Retail Sales.

17.27 "Net Retail Sales" means, unless otherwise set forth in the Principal Terms, in the case of all Sales of Products made by Licensee directly to the end-consumer, the actual retail price paid by the end-consumer (provided, however, if the actual retail price paid by the end-consumer cannot be supported at audit by independently verifiable sales records, then the suggested retail price for the retail sale of the Product to the end-consumer will apply), less only the following: (i) Taxes collected and paid by Licensee to the taxing authorities; and (ii) actual, documented returns for which a bona-fide credit or refund is issued (provided that the total amount deducted for all returns of Products Sold in any Accounting Period may not exceed five percent (5%) of Net Retail Sales in such Accounting Period).

17.28 "Parent" means any Person in control of Licensee directly or indirectly through one or more intermediaries.

17.29 "Person" means any natural person or any corporation, joint venture, limited liability company, general partnership, limited partnership, limited liability partnership, trust, business trust, cooperative, association or other entity.

17.30 "Property" shall have the meaning set forth in Section 2 of the Principal Terms.

17.31 "Public Official" means: (a) any officer, employee or agent of any government department, agency or instrumentality or any international organization; (b) any other Person acting on behalf of a government department agency or instrumentality or any international organization; (c) any officer or employee of any political party; and (d) any candidate for political office.

17.32 "Report" shall have the meaning set forth in Section 3.6 of the Standard Terms and Conditions.

17.33 "Retail Specific Promotions" means Advertising on the premises of retailers through the use of, including among other things, departmental signage, end cap displays, custom merchandising, custom corrugates and other in-store promotions.

17.34 "Royalty Rates" shall have the meaning set forth in Section 9 of the Principal Terms.

17.35 "Royalty Shortfall" shall have the meaning set forth in Section 3.2 of the Standard Terms and Conditions.

17.36 "Safety Standards" means all voluntary and mandatory industry and government standards and Laws applicable in each region in which such Product is Sold, relating to fitness for use, testing and labeling of goods and services, including all safety standards and requirements required by applicable Law, together with all such other safety standards and requirements as may be specified by Licensor for the Manufacture and Sale of the Products.

17.37 "Sale" means, and a Sale will be deemed to occur, for particular Products ("Sell" or a Product is deemed "Sold") when the first of the following three (3) events occurs: (a) an invoice for such Products is issued; (b) such Products are shipped; or (c) Licensee receives payment for such Products.

17.38 "Style Guides" means Licensor's current style guides associated from time to time during the Term with the Property.

17.39 "Term" shall have the meaning set forth in Section 6 of the Principal Terms.

17.40 "Testing Documentation" shall have the meaning set forth in Section 6.4 of the Standard Terms and Conditions.

17.41 "Territory" shall have the meaning set forth in Section 4 of the Principal Terms.

17.42 "Year" means each calendar year of the Term (and the Sell-Off Period, if any). A partial calendar year at the beginning or end of the Term (and the Sell-Off Period, if any) is also a Year.

The following terms are defined elsewhere in this Agreement as set forth below:

Term:	Section reference:
Anti-Corruption Obligation	Standard Terms and Conditions, Section 7.12.1
Approval Stage	Principal Terms, Section 13
Approved Auditors	Standard Terms and Conditions, Section 7.1
Approved Laboratory	Standard Terms and Conditions, Section 6.3
Approved Social Compliance Programs	Standard Terms and Conditions, Section 7.1
Compliance Reports	Standard Terms and Conditions, Section 7.1
Confidential Information	Standard Terms and Conditions, Section 12.2
Consumer Agency	Standard Terms and Conditions, Section 6.5
Contract Currency	Principal Terms, Section 19
Decision Period	Standard Terms and Conditions, Section 13.3
Direct to Consumer Royalty Rate	Principal Terms, Section 9
Distributor	Standard Terms and Conditions, Section 7.5
Distributor Royalty Rate	Principal Terms, Section 9
Effective Date	Principal Terms, Preamble
Entertainment Production	Standard Terms and Conditions, Section 1.3
Excluded Deductions	Standard Terms and Conditions, Section 17.5
F.O.B. Royalty Rate	Principal Terms, Section 9
Forecast Report	Standard Terms and Conditions, Section 3.6.3
Indemnified Party	Standard Terms and Conditions, Section 10.3

Indemnifying Party	Standard Terms and Conditions, Section 10.3
Inventory, Parts and Materials	Standard Terms and Conditions, Section 15.2.1
Licensee	Principal Terms, Preamble
Licensor	Principal Terms, Preamble
Moral Rights	Standard Terms and Conditions, Section 8.5
Music and/or Recordings	Standard Terms and Conditions, Section 1.4
Non-Injured Parties	Standard Terms and Conditions, Section 10.2.2
Other License Agreements	Standard Terms and Conditions, Section 14.3.1
POS Information	Standard Terms and Conditions, Section 3.6.4
Products	Principal Terms, Section 3
Remediation	Standard Terms and Conditions, Section 7.2
Royalties	Standard Terms and Conditions, Section 3.3
RSCS	Standard Terms and Conditions, Section 7.4
Sell-Off Period	Standard Terms and Conditions, Section 15.1
Standard Royalty Rate	Principal Terms, Section 9
Taxes	Standard Terms and Conditions, Section 3.9
Transition Plan	Standard Terms and Conditions, Section 15.2.1
Unapproved Material	Standard Terms and Conditions, Section 5.6
VAT	Standard Terms and Conditions, Section 3.9.2

Signature Copy

**FIRST AMENDMENT TO LICENSE AGREEMENT
BETWEEN**

MATTEL EUROPA B.V.

-and-

GIPTA OFIS KIRTASIYE VE PROMOSYON URUNLERI IMALAT SANAYI A.S.

This First Amendment, effective as of the 1st day of January, 2019, to that certain License Agreement #104634 (the "Agreement") is entered into by and between **MATTEL EUROPA B.V.**, a Netherlands corporation with its principal place of business at Godel 1, 1186 MJ Amstelveen, The Netherlands ("Licensor"), on the one hand, and **GIPTA OFIS KIRTASIYE VE PROMOSYON URUNLERI IMALAT SANAYI A.S.**, with its principal place of business at: Kazim Karabekir Cad. 7/82, Iskitler, Ankara, Turkey ("Licensee"), on the other hand.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree to amend the Agreement as follows:

- 1) Deal Terms, Section 8 – GUARANTEE(S). Deal Terms, Section 8 of the Agreement is hereby deleted in its entirety and replaced with the following:

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

With respect to the BARBIE Property			
Country / Region	Period	MGR (€ EURO)	Due Date
Entire Territory	1/1/18 – 12/31/18	€7,500	Advance upon Agreement Signature
Entire Territory	1/1/18 – 12/31/18	€5,000	July 1, 2018

With respect to the HOT WHEELS Property			
Country / Region	Period	MGR (€ EURO)	Due Date
Entire Territory	1/1/18 – 12/31/18	€7,500	Advance upon Agreement Signature
Entire Territory	1/1/18 – 12/31/18	€5,000	July 1, 2018

With respect to the BARBIE and HOT WHEELS Properties			
Country / Region	Period	MGR (€ EURO)	Due Date
Entire Territory	1/1/19 – 12/31/20	€19,000	July 1, 2019
Entire Territory	1/1/19 – 12/31/20	€9,000	January 1, 2020
Entire Territory	1/1/19 – 12/31/20	€10,000	July 1, 2020

The Royalties relating to any one 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."

- 2) Paragraph Headings. Paragraph headings herein are for ease of reference only and shall not have any effect upon the construction of this First Amendment or any of the terms or provisions hereof.

- 3) Definitions. All initial capitalized terms used in this First Amendment shall have the same meaning given such terms in the Agreement, unless otherwise defined herein or unless the context indicates otherwise in this First Amendment.
- 4) No Further Amendments; Restatement. Except as amended by this First Amendment, the Agreement shall remain in full force and effect and is hereby restated in full.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the date first above written.

MATTEL EUROPA B.V.

GIPTA OFIS KIRTASIYE VE PROMOSYON
URUNLERI IMALAT SANAYI A.S.

By: DIRECTOR MATTEL EUROPA B.V.
Bhijesh Patel

Name: 12 SEP 2019

Title: SIGNATURE

Date:

By:

Name: Vecdet Sendil

Title: Chairman of the Board

Date: 23.08.2019



GIPTA
OFIS-KIRTASIYE VE PROMOSYON
URUNLERI IMALAT SANAYI A.S.
ESKISEHIR KARAYOLU 12 KM TEMELLIVANK.
TEL.045 19 60 0108 V.D.399007062

CONSUMER PRODUCTS LICENSE AGREEMENT

THIS CONSUMER PRODUCTS LICENSE AGREEMENT (this “**Agreement**”) is made effective as of 1 JANUARY 2018 (the “**Effective Date**”) between:

MATTEL EUROPA B.V., a Netherlands corporation with its principal place of business at Gonder 1, 1186 MJ Amstelveen, The Netherlands (“**Licensor**”), its licensor, and Mattel, Inc. (“**Mattel**”),

and

GIPTA OFIS KIRTASIYE VE PROMOSYON URUNLERI IMALAT SANAYI A.S., with its principal place of business at Kazim Karabekir Cad. 7/82, Iskitler, Ankara, Turkey (“**Licensee**”).

PRINCIPAL TERMS

This Agreement consists of the following (all of which are incorporated by this reference and made a part of this Agreement): (1) these Principal Terms, and any Exhibit attached hereto that expressly states that it is incorporated in this Agreement, and (2) the Standard Terms and Conditions attached hereto. In the event of any inconsistency between these Principal Terms and the Standard Terms and Conditions (and/or any Exhibit), these Principal Terms will govern. Capitalized terms used in this Agreement and not defined elsewhere in this Agreement are defined in Section 17 of the Standard Terms and Conditions. The primary object of this Agreement is the license of the Property for the purpose of merchandising under the terms and conditions provided in this Agreement.

1. **NON-EXCLUSIVE.** Notwithstanding anything to the contrary in this Agreement, any and all licenses and rights granted to Licensee in this Agreement are non-exclusive.
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, BTS Stationery, Novelty Stationery, Photo Albums & Scrapbooking, Stickers, Calendars, and 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.

X	Mass Market/General Retail (cash-and-carry, department stores, hypermarket, stationery stores, supermarkets and toy specialty stores)
	Direct to consumer
	Direct Mail/Catalog
	Duty free
X	Internet (including via mobile and wireless devices)
X	Third-party distributors (for resale only to customers otherwise included in the Distribution Channels); wholesalers (for resale only to customers otherwise included in the Distribution Channels)

6. **TERM.** The term of this Agreement ("**Term**") is the period commencing on the Effective Date and expiring on **31 DECEMBER 2020**, 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 Licensor, Licensee shall pay to Licensor a non-refundable advance against Royalties (the "**Advance**") in the amount of **€7,500** with respect to the **Barbie** property and **€7,500** 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 Licensor the following "**Guarantee(s)**":

PROPERTY: BARBIE IN THE ENTIRE TERRITORY			
<u>Year Beginning:</u>	<u>Guarantee:</u>	<u>1st Payment & Due Date:</u>	<u>2nd Payment & Due Date:</u>
1 Jan. 2018 – 31 Dec. 2018	€12,500	€7,500 due upon signature of the Agreement as Advance	€5,000 payable on or before 1 Jul. 2018
1 Jan. 2019 – 31 Dec. 2019	€12,500	€5,000 payable on or before 1 Jan. 2019	€7,500 payable on or before 1 Jul. 2019
1 Jan. 2020 – 31 Dec. 2020	€12,500	€5,000 payable on or before 1 Jan. 2020	€7,500 payable on or before 1 Jul. 2020
TOTAL:	€37,500		

PROPERTY: HOT WHEELS IN THE ENTIRE TERRITORY			
<u>Year Beginning:</u>	<u>Guarantee:</u>	<u>1st Payment & Due Date:</u>	<u>2nd Payment & Due Date:</u>
1 Jan. 2018 – 31 Dec. 2018	€12,500	€7,500 due upon signature of the Agreement as Advance	€5,000 payable on or before 1 Jul. 2018

1 Jan. 2019 – 31 Dec. 2019	€12,500	€5,000 payable on or before 1 Jan. 2019	€7,500 payable on or before 1 Jul. 2019
1 Jan. 2020 – 31 Dec. 2020	€12,500	€5,000 payable on or before 1 Jan. 2020	€7,500 payable on or before 1 Jul. 2020
TOTAL:	€37,500		

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 1%. 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. 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 Licensor.



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 Licensor, 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 Licensor following the end of an Accounting Period, Licensee will pay Licensor an amount equal to 1% of aggregate Net Sales and Net Retail Sales for such Accounting Period for use by Licensor, in its sole discretion, for Brand Development Initiatives. "**Brand Development Initiatives**" means various brand development initiatives as may be selected by Licensor 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 strikeoffs;
- 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 Licensor directs otherwise in writing. The sample requirements under this Agreement may be varied for certain Product categories as directed by Licensor 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 Licensor 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 Licensor 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: Vice President, 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, THE 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	Account Holder: Mattel Europa B.V. Gondel 1 1186 MJ Amstelveen the Netherlands
SWIFT ID: CITIGB2L	Sort Code: 18-50-08
Account No.: 10799394	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) Licensor may authorize a third party to perform Licensor's invoicing and collection in the Territory including, without limitation, for payments and reports required pursuant to this Agreement ("**Licensor Invoice & Collection Designee**");
- 2) Currently, Gamma Medya Iletisim Pazarlama ve Tic.Ltd.Sti. ("**Gamma**") is the Licensor Invoice & Collection Designee until such time as Licensor advises Licensee in writing that: (i) it no longer has a Licensor Invoice & Collection Designee and all subsequent Licensee payments and reports shall be paid and delivered to Licensor, in accordance with this Agreement; or (ii) Licensor has designated a new Licensor 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 Licensor's newly designated Licensor Invoice & Collection Designee;

- 3) Upon Licensee being notified of the Licensor Invoice & Collection Designee in accordance with Section 20(b), or upon execution of this Agreement if the current Licensor 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 Licensor Invoice & Collection Designee until such time as Licensor notifies Licensee of a change in the Licensor Invoice & Collection Designee, in accordance with in Section 20(b);
- 4) If any Licensee payment is conditioned upon receipt of an invoice by Licensor, such condition shall be satisfied by an invoice issued by Licensor 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 Licensor (including, without limitation, any Forecast Report), then Licensee shall provide such Report(s) to Licensor Invoice & Collection Designee, with copy to Licensor at the address specified in Section 17 (above); and
- 6) Regardless of whether Licensor has a Licensor Invoice & Collection Designee, Licensee shall continue to deliver the following notices to Licensor 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. Licensor 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 Licensor Invoice & Collection Designee) addresses for Reports and payments required hereunder:

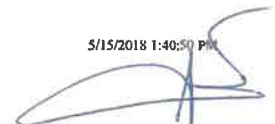
- 1) Reports: All Reports will be sent to Gamma to the following address:

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

- 2) Payments: All payment will be made by wire transfer to Gamma's account set forth below, or as directed by Licensor'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 – ISTANBUL 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, Licensor 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 Licensor and Licensee effective as of the Effective Date.

LICENSOR:

LICENSEE:

MATTEL EUROPA B.V.

GIPTA OFIS KIRTASIYE VE PROMOSYON
URUNLERI IMALAT SANAYI A.S.

By: DIRECTOR, MATTEL EUROPA B.V.
Bhrijesh Patel

By: _____

Name: 18 JUN 2018

Name: VECDER GENAIL

Title: SIGNATURE

Title: Chairman of the Executive Board

Mattel Law Department	
Name	Date
<u>Bhrijesh Patel</u>	5/15/2018

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 Licensor's Approval; and (d) without Licensor'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 Licensor; 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 Licensor 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 LICENSOR

2.1 Sales of Products to Licensor. 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, Licensor 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 Licensor in respect of Products Sold to Licensor pursuant to this paragraph.

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

3. FINANCIAL OBLIGATIONS OF LICENSEE

3.1 Advance. Licensee will pay to Licensor 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 Licensor 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 Licensor 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 Licensor 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 Licensor 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 Licensor 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 Licensor 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 Licensor'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. Licensor 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 Licensor 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 Licensor, 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 Licensor 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 Licensor a detailed report, in the form Approved or supplied by Licensor 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 Licensor 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 Licensor 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 Licensor'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 Licensor with any and all additional reports, data, information and supporting documentation as Licensor may reasonably request from time to time.

3.6.2 Each Report will be fully completed and furnished to Licensor 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 Licensor, 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 Licensor, will make commercially reasonable efforts to provide to Licensor, in the form designated by Licensor, 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

Licensor 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 Licensor. "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 Licensor to receive, review and use such POS Information, as provided by Licensee. Licensor 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 Licensor. Licensee will have an ongoing obligation to notify its customers that Licensor 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 Licensor, 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.oanda.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 Licensor'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 Licensor'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



country or a Person supporting or otherwise abetting terrorism, Licensee will immediately (and no later than upon receipt of notice from Licensor, if any) cease to supply or make available to such designated Person any Products or other materials or other information provided hereunder by Licensor. Upon the earlier of learning of such designation or the receipt of such notice from Licensor (if any), Licensee will cease all interaction with such designated Person and no further Products, materials or other information will be provided to such designated Person; and

(c) in the event Licensee or any of its affiliates is designated as a Person located in or a resident or national of a country that is subject to trade sanctions, an export embargo or has been designated by an applicable government authority as a "terrorist supporting" country or a Person supporting or otherwise abetting terrorism, the Term will immediately (and no later than upon receipt of notice from Licensor, if any) terminate, without any liability whatsoever on the part of any Licensor Party.

14.3 Cross Default.

14.3.1 An uncured material breach by Licensee or any affiliate of Licensee of any agreement with a Licensor Party ("Other License Agreements"), will constitute a material breach of this Agreement, entitling Licensor, without limitation, to terminate this Agreement immediately upon notice and without any liability whatsoever on the part of any Licensor Party.

14.3.2 An uncured material breach by Licensee of this Agreement will constitute a material breach by Licensee of all Other License Agreements, entitling the applicable Licensor Party, without limitation, to terminate the Other License Agreements (or any or all of them) immediately upon notice and without any liability whatsoever on the part of any Licensor Party.

14.4 Obligations Upon Expiration or Termination. Upon the expiration or earlier termination of the Term, subject to Section 15 of the Standard Terms and Conditions, Licensee will: (a) immediately cease and cause all Manufacturers and Distributors to cease all activities under this Agreement with respect to the Property, including the development, creation, Manufacture, Advertising, offering for Sale and distribution of the Products, the development, reproduction, publication and distribution of the Advertising and the development and use of any Created Work; (b) immediately pay all

amounts that are due and owing hereunder, including any outstanding and/or remaining Guarantees; (c) deliver to Licensor (at Licensee's expense), within thirty (30) days following such expiration or termination, (i) all Created Work; (ii) all Confidential Information (other than one copy of this Agreement for future reference purposes) and will remove (or have removed) all Confidential Information from Licensee's and its Manufacturers' systems (subject only to any Laws that require the retention of such Confidential Information and provided that Licensee gives Licensor written notice of the nature and legal basis for the retention); and (iii) a duly completed and signed inventory report itemizing all Products (or components thereof) in Licensee's and/or any Manufacturer's possession; and (d) comply with the terms of Section 15.3 of the Standard Terms and Conditions. Within sixty (60) days following the expiration or termination of the Term, Licensee will deliver a document to Licensor signed by a duly authorized officer of Licensee, certifying on behalf of Licensee that Licensee has complied with the preceding sentence of this Section 14.4. Licensor may perform one or more unrestricted, unannounced physical inspections of Licensee's and any Manufacturer's facilities to verify compliance with this section. Except as expressly provided in Section 15 of the Standard Terms and Conditions, upon the expiration or earlier termination of the Term for any reason, neither Licensee nor any Manufacturer will have any further right to exercise any of the licenses or rights otherwise granted to Licensee or a Manufacturer in this Agreement, and all such licenses and rights will revert to Licensor. With respect to any partial termination of this Agreement in accordance with Section 14.2.4 of the Standard Terms and Conditions, the obligations of Licensee set forth in this section (and in Section 15.3 of the Standard Terms and Conditions) will apply only with respect to the terminated portion, and then only to the extent reasonably applicable.

15. **TRANSITION AT END OF TERM AND SELL-OFF PERIOD**

15.1 Sell Off Period. At the expiration of the Term, provided that (a) Licensee is not in breach of this Agreement and (b) Licensee continues to comply with all terms of this Agreement, including this Section 15, Licensee will have the non-exclusive right for a period of ninety (90) days (the "Sell-Off Period") to ship, Sell or distribute within the Territory and throughout the Distribution Channels, all previously Manufactured Products that are in Licensee's actual possession (not at a Manufacturer's facility) as of the last day of the Term. During the

Sell-Off Period, Licensee will have no right to: (i) Manufacture (or cause the Manufacture of) additional quantities of Products; (ii) accept any orders requiring shipment of Products after the expiration of the Sell-Off Period; and/or (iii) Advertise the Products.

15.2 Transition at End of Term.

15.2.1 Transition Plan For Last Six (6) Months of Term. Unless waived in writing by Licensor, no later than six (6) months prior to the expiration of the Term, Licensee will provide to Licensor, for its Approval, a transition plan containing the following information with respect to the remaining six (6) months of the Term: (a) a written report detailing, as to the last six (6) months of the Term, (i) by SKU, the number and description of each Product that Licensee expects to have on hand for each month of such period; (ii) the amount of each Product it anticipates Manufacturing during each month of such period; (iii) the anticipated orders from each of Licensee's ten (10) principal accounts for such period; and (iv) any technical materials and any Advertising materials, artwork, molds, packaging materials, labels or other component parts ("Inventory, Parts and Materials") relating to the Products and/or Created Works that Licensee anticipates will exist as of the expiration of the Term; and (b) a sales and marketing plan for the last six (6) months of the Term (such plan, the "Transition Plan"). If Licensee does not timely submit a Transition Plan (and has not obtained Licensor's written waiver of such submission), or if Licensor does not Approve the Transition Plan submitted by Licensee, without limiting Licensor's other rights or remedies, Licensor may stipulate the terms of a Transition Plan as a condition to permitting any Sell-Off Period. To the extent that any term or condition of the Approved Transition Plan expressly contradicts any terms or conditions relating to the Sell-Off Period set forth in this Section 15, the terms of the Transition Plan will prevail.

15.2.2 Limits During Last Year of Term. Unless otherwise Approved by Licensor, during each of the four (4) Accounting Periods preceding the expiration of the Term, Licensee may not Manufacture or Sell (or cause the Manufacture or Sale of) Products in excess of the number of units of such Products, (on a Product by Product basis) Manufactured or Sold (as applicable) during the corresponding Accounting Period of the penultimate Year of the Term.

15.3 Disposition of Inventory, Parts and Materials. Upon the expiration or earlier termination of the Term (and the Sell-Off Period, if any), Licensor will have the right but not the obligation to (a) purchase all or any part of Licensee's then-existing inventory of the Products and Inventory, Parts and Materials at Licensee's actual Manufacturing cost for such Inventory, Parts and Materials (i.e., exclusive of any overhead, development, tooling, Advertising, warehousing or distribution costs) or (b) require the destruction of any or all such Inventory, Parts and Materials. In the event Licensor does not offer or agree to purchase such Inventory, Parts and Materials within thirty (30) days of expiration or earlier termination of the Term (and the Sell-Off Period, if any), then Licensee will destroy the same and provide Licensor with a certificate of destruction within thirty (30) days thereafter (i.e., within sixty (60) days following the expiration or earlier termination of the Term and any Sell-Off Period). Licensor will have the right to observe, or designate a third party to observe, such destruction.

15.4 No Sell-Off Period. In addition to the conditions set forth in Section 15.1 of these Standard Terms and Conditions, Licensee will not have a Sell-Off Period if any of the following occurs: (a) Licensor terminates the Agreement; (b) Licensor provides notice to Licensee at least six (6) months prior to the expiration of the Term that Licensee will not be entitled to a Sell-Off Period; (c) Licensee does not timely submit a Transition Plan (without obtaining Licensor's written waiver of such submission); or (d) Licensor does not Approve Licensee's Transition Plan.

15.5 Sell-Off Royalties Not Applicable Against Advance or Guarantee. Licensee will report and pay to Licensor Royalties on all Products Sold during the Sell-Off Period, provided that such Royalties will not apply towards or be credited in reduction of any Advance or Guarantee. Within thirty (30) days following the expiration of the Sell-Off Period, Licensee will furnish to Licensor a final statement showing all Sales that occurred during the Sell-Off Period and pay all Royalties attributable to such Sales.

16. MISCELLANEOUS

16.1 Assignment and Sublicenses. This Agreement will be binding upon and inure to the benefit of the parties hereto and their permitted successors and permitted assignees, as set forth below:



16.1.1 Assignment by Licensor.

Each Licensor Party may, at any time, freely transfer, delegate, encumber, sublicense or assign all or part of this Agreement, or any and all of its rights or obligations hereunder, to any Person. In the event of such transfer, delegation, encumbrance, sublicense or assignment, Licensee will cooperate to the extent necessary to affect such transfer, delegation, encumbrance, sublicense or assignment expeditiously.

16.1.2 Assignment by Licensee.

Without Licensor's Approval, Licensee may not at any time transfer, delegate, encumber, sublicense or assign all or part of this Agreement or any or all of its rights and obligations to any Person. Any such purported transfer, delegation, encumbrance or assignment of rights will be void ab initio. Nothing in this Section 16.1 will limit in any way the rights of Licensor under Section 14.2.3 of the Standard Terms and Conditions.

16.2 Remedies.

16.2.1 Licensor's Remedies:

Attorneys' Fees. Except as expressly provided in this Agreement and to the extent permitted by Law, all rights and remedies provided in this Agreement are cumulative and not alternative to or exclusive of any other rights or remedies that may be available to Licensor at law or in equity. Licensor's failure to exercise any right or remedy will not preclude Licensor's exercise of any other rights or remedies. In the event that Licensee engages in any unauthorized use of the Property, Created Works or Products in violation of any of the provisions of this Agreement, Licensor may recover all gross revenues derived by Licensee from such unauthorized use. In the event Licensor is required to take legal action against Licensee to enforce any of Licensor's rights or remedies under this Agreement, Licensee will pay Licensor's attorneys' fees, expenses and court costs associated with Licensor's attempts to enforce such rights or recover amounts due to Licensor hereunder.

16.2.2 Licensee's Remedies.

In the event of a default, breach or alleged default or breach by Licensor under this Agreement, Licensee's sole remedy will be an action at law for damages. In no event will Licensee be entitled to rescind or terminate this Agreement, to seek or obtain injunctive or other legal or equitable relief, or to enjoin, interfere with or restrain Licensor's use and exploitation of the Property and/or Created Works. Licensee may not assert any right of offset or any counterclaim or any other right to set up reserves,

make deductions or withhold payment, in whole or in part, that Licensee may have with respect to any sums payable by Licensee to Licensor under this Agreement. For the avoidance of doubt, unless expressly set forth otherwise in this Agreement, no act or omission of Licensor will constitute a breach or default under the Agreement unless Licensee first gives notice thereof to Licensor setting forth such alleged breach or default and, within thirty (30) days after Licensor's receipt of such notice, Licensor has not (a) cured such breach or default or (b) commenced and diligently pursued efforts to cure such breach or default.

16.2.3 Injunctive Relief.

Licensee acknowledges and agrees the IP Rights licensed in this Agreement are of a unique and special nature. Licensee also agrees that any breach of this Agreement by Licensee (including any distribution of Products outside the scope or Term or any other exploitation of the Property, Created Works and/or IP Rights therein in contravention of this Agreement) would cause Licensor irreparable harm, for which there is no adequate remedy at law. Licensee therefore further agrees that in the event of such actual or anticipated breach, Licensor will be entitled, without being required to post a bond or other security, to an injunction or other equitable relief as may be appropriate, in any court of competent jurisdiction. Licensee hereby waives any defenses to Licensee's application for such equitable relief, including that there may be an adequate remedy at law. This Section 16.2 will not constitute an election of remedies nor will it limit Licensor's other rights or remedies, all of which are expressly reserved.

16.3 Survivals. The respective obligations of the parties under this Agreement and other terms and conditions of this Agreement, which by their nature would continue beyond the expiration or earlier termination of the Term, will survive any such expiration or termination and continue in full force and effect. Without limiting the generality of this Section 16.3, (a) all of Licensee's obligations hereunder will survive during any Sell-Off Period; and (b) Sections 3 and 4 (with regard to payment of amounts due, Reports, record keeping, inspection and audits), 8, 9, 10, 11, 12, 13, 14, 15 and this Section 16 of the Standard Terms and Conditions will survive the expiration or earlier termination of the Term for any reason and will continue in full force and effect in perpetuity unless expressly stated otherwise in this Agreement.

16.4 Section Headings. Section and subsection headings in this Agreement are for ease of reference only and will not have any effect upon the construction of this Agreement or any of the terms or provisions hereof.

16.5 Construction of Agreement. The language of this Agreement will not be construed against either party hereto. This Agreement has been negotiated and executed by the parties in English. In the event any translation of this Agreement is prepared for convenience or any other purposes, the provisions of the English version will prevail. All references in this Agreement to "business days" mean a day other than a Saturday, Sunday or day on which banks in London, England are authorized to close. The words "include," "includes" and "including," when used in this Agreement, will be deemed in each case to be followed by "without limitation."

16.6 Notices. Except as expressly set forth in this Agreement to the contrary, any requests, notices, Reports and other communications permitted or required to be given hereunder must be in writing, in English and will be effective (a) upon personal delivery, (b) two (2) business days following dispatch by a reputable overnight courier, with delivery fees prepaid by sender, and (c) the next business day, if transmitted electronically (with confirming copy sent simultaneously by another method permitted above). Either party, by means of a notice properly given hereunder, may change any of its addresses for purposes of receiving future requests, notices, Reports and other communications under this Agreement.

16.7 Governing Law/Jurisdiction. THE CONSTRUCTION, VALIDITY AND PERFORMANCE OF THIS AGREEMENT AND ALL NON-CONTRACTUAL OBLIGATIONS ARISING FROM OR CONNECTED WITH THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH ENGLISH LAW AND THE PARTIES HERETO SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE ENGLISH COURTS FOR THE PURPOSE OF ENFORCING ANY CLAIM ARISING UNDER OR IN RELATION TO THIS AGREEMENT. ADDITIONALLY, LICENSOR WILL HAVE THE RIGHT, AT ITS SOLE DISCRETION, TO ELECT TO ENFORCE ANY OF ITS RIGHTS HEREUNDER IN ANY JURISDICTION OF THE TERRITORY AND/OR IN ANY JURISDICTION IN WHICH LICENSEE HAS ITS PRINCIPAL PLACE OF BUSINESS.

16.8 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal or unenforceable, then such provision will be deemed severable from the remainder of this Agreement and will be construed so as to be enforceable to the extent permitted under applicable Law, and the remaining provisions of this Agreement will continue in full force and effect.

16.9 No Third Party Rights. Except as otherwise specifically provided in this Agreement with respect to Licensor Parties or Indemnified Parties, this Agreement does not confer any right on any Person who is not a party to this Agreement.

16.10 Counterparts; Electronic Signatures. The Agreement may be executed in any number of counterparts and delivered by facsimile transmission and/or scanned email attachment, each of which when so executed will be deemed to be an original. A facsimile or scanned email signature will be deemed an original and binding signature.

16.11 Relationship of Parties. Licensee is an independent contractor and not an agent, partner, joint venturer, franchisee, affiliate or employee of Licensor. No fiduciary or franchise relationship exists between the parties. Neither party will be liable for any debts, accounts, obligations or other liabilities of the other party, its agents or employees. Licensee has no authority to obligate or bind any Licensor Party in any manner and will not hold itself out as acting for or behalf, or as a representative or agent of, any Licensor Party.

16.12 Entire Agreement; Amendment; Waiver. This Agreement, which consists of the Principal Terms, these Standard Terms and Conditions and all Exhibits referenced in or attached to any of the foregoing (which expressly state they are incorporated in this Agreement), embodies the entire agreement of the parties hereto. It replaces and supersedes all prior agreements, commitments, arrangements, negotiations, representations and understandings, written or oral, between the parties concerning the subject matter of this Agreement, including any prior non-disclosure agreement (regardless of its title) that was previously executed, to the extent concerning the subject matter of this Agreement. This Agreement may not be modified, amended, waived or in any way altered except by an instrument in writing signed by both Licensor and Licensee (or in the case of a waiver, by the party granting such waiver). Electronic communications, such as email messages, will not be effective as a waiver, modification or amendment to this Agreement. No waiver or modification of any term of this Agreement will be effective unless in writing and signed by an officer of the party against whom such waiver or modification is sought to be enforced. No failure or delay by either party in exercising any of its rights, powers or remedies under this Agreement will operate as a waiver of that or any other right, power or remedy. Furthermore, Licensor's request for copies of agreements or other documents, and Licensor's receipt or review of such agreements or other documents, will not waive any of Licensee's obligations or any of Licensor's rights, powers or remedies under this Agreement.

16.13 Licensor Parties. Any one or all of Licensor Parties, their transferees, assignees and delegates may exercise any of the termination, Approval, enforcement and other rights under this Agreement and perform any of Licensor's duties or obligations under this Agreement, either separately or with one another. Mattel will have the first right of enforcement as to intellectual property violations and may take any and all action needed to preserve its IP Rights in or to the Property and its IP Rights in and to the Created Works. Apart from Licensee's Royalty and other payment obligations and notwithstanding anything to the contrary in this Agreement, Licensee's duties, warranties, acknowledgements, obligations and covenants under the Agreement are respectively owed and made to each Licensor Party, as though specifically set forth in each and every relevant Section of this Agreement.

16.14 Receipt or Acceptance Not a Waiver. Receipt or acceptance by Licensor of any of

the Reports or any Certificate of Insurance furnished pursuant to this Agreement or of any sums paid hereunder will not preclude Licensor from questioning the correctness, truth and/or accuracy thereof at any time. In the event that any inconsistencies or mistakes are discovered in such Reports, Certificate or Insurance or payments, if Licensee makes such discovery, Licensee will promptly notify Licensor, and in all cases, Licensee will promptly correct such inconsistencies or mistakes and render the appropriate payments due, if any.

16.15 Approvals. Unless otherwise specified in this Agreement, any Approval may be granted or withheld by Licensor in its sole discretion. In no event will Licensor be liable for any Losses resulting from any Approval (or failure or refusal to Approve) by Licensor and no such Approval (or failure or refusal to Approve) will excuse any performance by Licensee under this Agreement. Further, no Approval will waive, modify or limit Licensee's obligations to (i) comply with all applicable Laws, (ii) test each Product before it is distributed to the public, (iii) ensure that each Product satisfies all Safety Standards and (iv) otherwise comply with all of Licensee's obligations under the Agreement; nor will any Approval constitute or imply any representation or belief by Licensor that the materials or actions so Approved comply with any applicable Laws or Safety Standards.

16.16 Vicarious Liability. Without limiting any of the other terms and conditions of this Agreement, Licensee will be vicariously liable for any misuse of the Property and/or the Products and/or any other breach of the requirements set forth in this Agreement by a Manufacturer, Distributor or other Person acting for or on behalf of Licensee in connection with this Agreement, including Licensee's affiliates, employees, contractors, vendors, agents and representatives. Any breach of the requirements set forth in this Agreement by any such Manufacturer, Distributor or other Person 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 and attorneys' fees, expenses and court costs) incurred by Licensor in connection with investigating or taking any actions against any such Manufacturer, Distributor or other Person: (a) in order to prevent any misuse of the Property and/or any unauthorized Manufacture, Sale or distribution of Products and/or (b) otherwise to enforce any of the provisions of this Agreement.

17. DEFINITIONS

17.1 **"Accounting Period"** means each calendar quarter ending on the last day of each March, June, September and December in each Year of the Term (and the Sell-Off Period, if any). Any partial calendar quarter at the beginning or end of the Term is also an Accounting Period.

17.2 **"Advance"** shall have the meaning set forth in Section 7 of the Principal Terms.

17.3 **"Advertise"** (including **"Advertising"** when used as a verb and other correlative verbs) means to advertise, market, publicize or promote. **"Advertisement"** (including **"Advertising"** when used as a noun and other correlative nouns) means any content or materials that are created or intended to Advertise the Property and/or Products, including content or materials created or disseminated by bloggers and/or influencers.

17.4 **"Advertising Shortfall"** shall have the meaning set forth in Section 3.5 of the Standard Terms and Conditions.

17.5 **"Allowable Deductions"** means only (a) trade discounts and quantity discounts (including any on or off- invoice discounts granted to specific retailers or Distributors) granted by Licensee in the ordinary course of business, provided that the total amount deducted for such discounts may not exceed five percent (5%) of Gross Sales in any Accounting Period; and (b) actual documented returns or refunds for which a bona fide credit or refund is issued, provided that the total amount deducted for all returns of Products Sold in any Accounting Period may not exceed five percent (5%) of Gross Sales in such Accounting Period. Allowable Deductions may not include and no deductions from any Royalties payable by Licensee will be permitted for the following: uncollectible accounts (bad debt); cash discounts; early payment discounts; early delivery or warehousing discounts; year-end or other customer rebates; costs incurred in Manufacturing; selling costs; distribution costs; freight or transportation costs; Advertising costs; marketing costs; co-operative Advertising costs; promotional allowances; central administration discounts; packaging allowances; service discounts; uncollectible accounts allowances; commissions; overhead expenses; or any other expenses or amounts not otherwise expressly permitted above (individually or collectively, the **"Excluded Deductions"**). For the avoidance of doubt, (i) any reduction in, allowance for or offset or other credit to the Gross Sales price

will not reduce the Gross Sales amount but will be included within the determination of the limit for Allowable Deductions and (ii) Excluded Deductions are disallowed whether deducted in arriving at Gross Sales or whether deducted after a Gross Sales amount is charged to customers.

17.6 **"Approval"** (including **"Approve"**, **"Approved"** and other correlative terms) means a consent or authorization of Licensor that (a) is given prior to the matter to which it relates, (b) is in a writing signed or issued by a duly authorized employee of Licensor, (c) identifies with specificity the matter, event or use to which it relates and (d) if applicable, is in Licensor's standard form or format for an Approval of that nature.

17.7 **"Brand Development Initiatives"** shall have the meaning set forth in Section 12 of the Principal Terms.

17.8 **"Business Records"** means, individually or collectively, stock movement reports, vendor agreements, price lists, catalogues, master SKU lists, journals and other postings related records, product approval documentation, payment documentation, all correspondence related to this Agreement, Distributor agreements, Manufacturer agreements, lab testing agreements, media buyer, ad agency and other Advertising agreements, insurance policies, Certificates of Insurance, general ledger accounts, shipping documents, production records, purchase invoices, selling invoices and purchase orders and will include all such information held or maintained in electronic or other format.

17.9 **"Change of Control"** means any of the following: (a) the consummation of any transaction or series of transactions (including any merger or consolidation), as a result of which the equity owners of Licensee or its Parent immediately prior to the transaction(s) beneficially own, directly or indirectly, after consummation of the transaction(s), less than seventy-five percent (75%) of the voting equity interests of Licensee or its Parent, measured by voting power rather than number of shares or other equity interests; (b) the sale, lease, transfer, conveyance or other disposition, in a single transaction or a series of transactions, of all or substantially all of the properties or assets of Licensee or its Parent; or (c) at any time, fifty percent (50%) or more of the members of the Board of Directors or other governing body of Licensee (or its Parent) are not Continuing Directors.

17.10 "Continuing Director(s)" means any member of the Board of Directors (or other governing body) of Licensee (or its Parent) who (a) was a member of such Board of Directors (or other governing body) on the Effective Date or (b) was nominated for election or elected to such Board of Directors (or other governing body) with the approval of a majority of the Continuing Directors.

17.11 "Created Works" means any and all artwork, designs, literary and artistic works and other content, hardware, software and other technology, casts, molds, documentation, instructions, feedback, suggestions for improvement and physical and/or digital materials made, conceived, created, composed, developed or reduced to practice in whole or in part, by or for Licensee, alone or jointly with others, whether work-in-progress or completed, regardless of whether or not they may be eligible for patent, copyright, mask work, trade secret, trademark or other legal protection, which (i) incorporate, include, are based on or are derived from the Property and are used in connection with the creation, development, design, operation, Manufacture, Advertising or distribution of the Products or Licensee's performance or activities under this Agreement; or (ii) relate to, incorporate, include, are based on or are derived from a brand of any Licensor Party other than the Property and are submitted by Licensee to a Licensor Party. Examples of Created Works include: (A) adaptations, translations, variations, representations, depictions, reproductions or other derivative works relating to the Property; (B) compilations or collective works to the extent embodying the Property; (C) improvements, additions or modifications to the Property; or (D) goods or services confusingly similar to the Property.

17.12 "Distribution Channels" shall have the meaning set forth in Section 5 of the Principal Terms.

17.13 "Distribution Date(s)" shall have the meaning set forth in Section 10 of the Principal Terms.

17.14 "Gross Sales" means the gross amount that Licensee bills to its customers for Sales of Products. For the avoidance of doubt, trade discounts, volume discounts or other Excluded Deductions that are deducted by Licensee to arrive at a reduced "gross amount" billed to customers for Sales of Products will be added back to the invoiced amount in calculating Gross Sales.

17.15 "Guarantee(s)" shall have the meaning set forth in Section 8 of the Principal Terms.

17.16 "Inappropriate Consideration" means any payments or contributions of goods or services and any other things of value and other consideration to any Public Official or to any third party under circumstances in which Licensee or any Person acting for or on behalf of Licensee, including any Manufacturer or Distributor, knows or should know that all or any portion of that consideration will be paid over to any Public Official for the purpose of: (a) influencing any act or decision of a Public Official in his or her official capacity; or (b) inducing a Public Official to use his or her influence with the government in order to assist in obtaining or retaining business for or with, directing business to or securing any unfair advantage for any Licensor Party, Licensee, a Manufacturer or Distributor or any of their respective affiliates or agents or any third party.

17.17 "Internet/Social Media Platforms" shall have the meaning set forth in Section 5.4.2 of the Standard Terms and Conditions.

17.18 "IP Rights" means all forms of intangible property rights and all goodwill associated therewith, including patent, copyrights, trademark (including trade dress), service mark and trade name, right of publicity, name and likeness right, design and domain name and all other intellectual property rights which now exist or are hereafter created.

17.19 "Laws" means statutes, ordinances, codes, treaties or other laws, rules, regulations, directives, orders, requirements, policies, determinations, guidelines or procedures enacted, adopted or promulgated by any applicable foreign or domestic federal, state or municipal court or governmental, quasi-governmental, administrative or regulatory department, agency or authority. In this Agreement, reference to any specific Law or provision thereof includes any Law or provision, which replaces such Law and includes any regulation, guideline or other subordinate provision made under the relevant Law.

17.20 "Licensor Parties" means Licensor and Licensor's Parent, subsidiary and affiliate companies, including Mattel, Inc.

17.21 "Losses" means claims, causes of action, judgments, settlements, damages, demands, liabilities, losses, costs and expenses (including reasonable attorneys' fees, court costs, litigation expenses and expert witness fees).

17.22 "Manufacture" means to manufacture, produce and/or assemble.

17.23 "Manufacturer" means any third party utilized by Licensee (or another Manufacturer) in connection with the Manufacture of Products.

17.24 "Media" means Advertising through the use of print, radio, public relations, television, the Internet or such other media as may be designated by Licensor from time to time in its sole discretion.

17.25 "Minimum Advertising Expenditure" shall have the meaning set forth in Section 11 of the Principal Terms.

17.26 "Net Sales" means one hundred percent (100%) of Gross Sales less only (a) any Taxes included in Gross Sales collected and paid by Licensee to the taxing authorities and (b) Allowable Deductions. Notwithstanding the preceding sentence, Net Sales exclude Net Retail Sales.

17.27 "Net Retail Sales" means, unless otherwise set forth in the Principal Terms, in the case of all Sales of Products made by Licensee directly to the end-consumer, the actual retail price paid by the end-consumer (provided, however, if the actual retail price paid by the end-consumer cannot be supported at audit by independently verifiable sales records, then the suggested retail price for the retail sale of the Product to the end-consumer will apply), less only the following: (i) Taxes collected and paid by Licensee to the taxing authorities; and (ii) actual, documented returns for which a bona-fide credit or refund is issued (provided that the total amount deducted for all returns of Products Sold in any Accounting Period may not exceed five percent (5%) of Net Retail Sales in such Accounting Period).

17.28 "Parent" means any Person in control of Licensee directly or indirectly through one or more intermediaries.

17.29 "Person" means any natural person or any corporation, joint venture, limited liability company, general partnership, limited partnership, limited liability partnership, trust, business trust, cooperative, association or other entity.

17.30 "Property" shall have the meaning set forth in Section 2 of the Principal Terms.

17.31 "Public Official" means: (a) any officer, employee or agent of any government department, agency or instrumentality or any international organization; (b) any other Person acting on behalf of a government department agency or instrumentality or any international organization; (c) any officer or employee of any political party; and (d) any candidate for political office.

17.32 "Report" shall have the meaning set forth in Section 3.6 of the Standard Terms and Conditions.

17.33 "Retail Specific Promotions" means Advertising on the premises of retailers through the use of, including among other things, departmental signage, end cap displays, custom merchandising, custom corrugates and other in-store promotions.

17.34 "Royalty Rates" shall have the meaning set forth in Section 9 of the Principal Terms.

17.35 "Royalty Shortfall" shall have the meaning set forth in Section 3.2 of the Standard Terms and Conditions.

17.36 "Safety Standards" means all voluntary and mandatory industry and government standards and Laws applicable in each region in which such Product is Sold, relating to fitness for use, testing and labeling of goods and services, including all safety standards and requirements required by applicable Law, together with all such other safety standards and requirements as may be specified by Licensor for the Manufacture and Sale of the Products.

17.37 "Sale" means, and a Sale will be deemed to occur, for particular Products ("Sell" or a Product is deemed "Sold") when the first of the following three (3) events occurs: (a) an invoice for such Products is issued; (b) such Products are shipped; or (c) Licensee receives payment for such Products.

17.38 "Style Guides" means Licensor's current style guides associated from time to time during the Term with the Property.

17.39 "Term" shall have the meaning set forth in Section 6 of the Principal Terms.

17.40 "Testing Documentation" shall have the meaning set forth in Section 6.4 of the Standard Terms and Conditions.

17.41 "Territory" shall have the meaning set forth in Section 4 of the Principal Terms.

17.42 "Year" means each calendar year of the Term (and the Sell-Off Period, if any). A partial calendar year at the beginning or end of the Term (and the Sell-Off Period, if any) is also a Year.

The following terms are defined elsewhere in this Agreement as set forth below:

Term:	Section reference:
Anti-Corruption Obligation	Standard Terms and Conditions, Section 7.12.1
Approval Stage	Principal Terms, Section 13
Approved Auditors	Standard Terms and Conditions, Section 7.1
Approved Laboratory	Standard Terms and Conditions, Section 6.3
Approved Social Compliance Programs	Standard Terms and Conditions, Section 7.1
Compliance Reports	Standard Terms and Conditions, Section 7.1
Confidential Information	Standard Terms and Conditions, Section 12.2
Consumer Agency	Standard Terms and Conditions, Section 6.5
Contract Currency	Principal Terms, Section 19
Decision Period	Standard Terms and Conditions, Section 13.3
Direct to Consumer Royalty Rate	Principal Terms, Section 9
Distributor	Standard Terms and Conditions, Section 7.5
Distributor Royalty Rate	Principal Terms, Section 9
Effective Date	Principal Terms, Preamble
Entertainment Production	Standard Terms and Conditions, Section 1.3
Excluded Deductions	Standard Terms and Conditions, Section 17.5
F.O.B. Royalty Rate	Principal Terms, Section 9
Forecast Report	Standard Terms and Conditions, Section 3.6.3
Indemnified Party	Standard Terms and Conditions, Section 10.3

Indemnifying Party	Standard Terms and Conditions, Section 10.3
Inventory, Parts and Materials	Standard Terms and Conditions, Section 15.2.1
Licensee	Principal Terms, Preamble
Licensor	Principal Terms, Preamble
Moral Rights	Standard Terms and Conditions, Section 8.5
Music and/or Recordings	Standard Terms and Conditions, Section 1.4
Non-Injured Parties	Standard Terms and Conditions, Section 10.2.2
Other License Agreements	Standard Terms and Conditions, Section 14.3.1
POS Information	Standard Terms and Conditions, Section 3.6.4
Products	Principal Terms, Section 3
Remediation	Standard Terms and Conditions, Section 7.2
Royalties	Standard Terms and Conditions, Section 3.3
RSCS	Standard Terms and Conditions, Section 7.4
Sell-Off Period	Standard Terms and Conditions, Section 15.1
Standard Royalty Rate	Principal Terms, Section 9
Taxes	Standard Terms and Conditions, Section 3.9
Transition Plan	Standard Terms and Conditions, Section 15.2.1
Unapproved Material	Standard Terms and Conditions, Section 5.6
VAT	Standard Terms and Conditions, Section 3.9.2

EK-47

NAT YAZILIM E-TİCARET YAZILIM SÖZLEŞMESİ

Tarih:10/08/2022

ÜRETİCİ BİLGİLERİ			
Ünvan	NAT YAZILIM SAN TİC A.Ş.	Vergi Dairesi	GÖZTEPE
Telefon	0216 969 88 18	Vergi No	630 049 6832
Adres	Merdivenköy Mah. Nur Sok. No:1 A Blok Ofis:8-9 Business İstanbul Plaza KADIKÖY / İSTANBUL		
MÜŞTERİ BİLGİLERİ		Alan Adı	
Ünvan	GIPTA OFİS KIRTASIYE VE PROMOSYON ÜRÜNLERİ İMALAT SAN. A.Ş.	Yetkili Ad/Soyad	CENK PINAR
Telefon	0312 645 19 00	İletişim E-mail	cpinar@gipta.com.tr
Adres	GAZİ MAH. GIPTA CAD. NO:3 TEMELLİ / SİNCAN / ANKARA	Vergi Dairesi Vergi No	ULUS V.D. 3950067062 V.NO.
ÜRÜN ve FİYAT BİLGİLERİ			
Ürün	NAT YAZILIM E-TİCARET B2B SUN SERİSİ B2B İOS MOBİL UYGULAMA B2B ANDROİD MOBİL UYGULAMA B2B TEMSİLCİ KULLANIM ALANI	Ek Hizmetler:	
Ödeme	Sözleşme onayı ile toplam bedelin %60'lık tutarı (66,000TL + KDV = 77,880TL) nakit-havale-eft / Kalan %40'lık tutar ise, (44,000TL + KDV = 51,920TL) İş tesliminde nakit – havale – eft ile ödeme		
İlk Yıl Kiralama Bedeli	110,000TL + KDV		
İndirim Tutarı/Taahhüt Süresi	85,000TL + KDV	3 (Üç) YIL	

TARAFLAR

Bu sözleşme Merdivenköy Mah. Nur Sok. No:1 A Blok Ofis:8-9 Business İstanbul Plaza KADIKÖY / İSTANBUL mukim NAT YAZILIM SAN TİC. A.Ş (Bu sözleşmede NAT YAZILIM olarak anılacaktır.) ile diğer taraftan NAT YAZILIM E-TİCARET kullanıcısı (bu sözleşmede MÜŞTERİ olarak anılacaktır.) arasındaki görev, sorumluluk ve yükümlülükleri belirlemektedir.

AMAÇ

Sözleşmenin amacı NAT YAZILIM ile MÜŞTERİ arasındaki ticari ilişkiyi düzenlemek, tarafların hak ve sorumluluklarını belirlemektir.

GIPTA
OFİS KIRTASIYE VE PROMOSYON
ÜRÜNLERİ İMALAT SAN. A.Ş.
[Signature]

NAT YAZILIM
San. ve Tic. A.Ş.
Merdivenköy Mah. Nur Sok. A Blok No.1
0312 Kadıköy-İST. Göztepe V.D. 6300496832

SÖZLEŞMENİN KONUSU

Bu sözleşme web tarayıcıları üzerinde çalışan elektronik ticaret yazılımı olan NAT YAZILIM ile ilgili içerik, barındırma koşulları, kurulum ve satış sonrası verilen hizmetleri tarif eder. Bu sözleşmenin yürürlüğe girmesi ile birlikte taraflar yapılacak işlemlerin bu sözleşmede belirtilen esaslara ve hükümlere göre sürdürüleceğini kabul eder.

HİZMETİN TANIMI

NAT YAZILIM -E-Ticaret Sistemi, E-Ticaret yazılımı,sınırsız ürün,sınırsız kategori,teknik destek, 5 GB web alanı ve günlük yedekleme hizmetini kapsamaktadır.

KULLANIM SÜRESİ

Müşteri sözleşmenin karşılıklı olarak imzaladığı tarihten itibaren her yıl kiralama bedelini ödemesi şartı ile 3 YIL süre ile NAT YAZILIM e-ticaret yazılımını kullanma hakkını elde eder. Birinci yılın sonunda yenileme bedelini 2. Yıl kampanya kapsamında ödeyerek hizmeti almaya devam edebilir. Hizmet almayı istemez ise sözleşme fesih maddeleri geçerli olup, üyelik bilgileri, ürün ve sipariş bilgilerini excel datası olarak alır.

YENİLEME BEDELİ

Hizmet yenileme bedeli ilk yılın bitiminden itibaren yıllık olarak ödenir. Yazılım yenileme bedeli 30,000 TL+KDV dir. Yıllık yenileme bedeli hizmet başlama tarihini müteakiben düzenli olarak her yıl yi-üfe-tüfe ortalaması +%5 oranında artırılır.

SÖZLEŞMENİN FESHİ

Hizmet kullanım süresi sona erdiğinde MÜŞTERİ yeni dönem için,7 gün içerisinde ödemeyi gerçekleştirir. Ödemenin yapılmaması durumunda sözleşme feshedilir. Hizmet dönemi içerisinde NAT YAZILIM tarafından tek taraflı olarak fesih edilemez, fakat MÜŞTERİ sözleşme dönemi içerisinde ödediği hizmet bedelinden feragat ederek sözleşmeyi sonlandırabilir. Fakat taahhüt süresi bitmeden iptal edilen sözleşmelerde müşteri indirim tutarı kadar bedelli NAT YAZILIM'a ödemeyi taahhüt eder. Kampanya kapsamındaki ürünler birleşik olarak satılmakta ve yenilemeleri birleşik olarak yapılmaktadır. Ürünler ayrı ayrı yenilenemez.

GENEL YÜKÜMLÜLÜKLER

1.Firma Ünvan, İş adresi veya imzaya yetkili şahısların imza yetkilerinin herhangi bir değişikliğe uğraması halinde değişikliklerin gerek fiilen ve gerekse ticaret siciline tescilini müteakip 7 iş günü içerisinde karşılıklı olarak bilgilendirilecektir.

Bu değişikliklerin ilgili süre içerisinde bildirilmemesi durumunda karşı tarafın eski unvan ve/veya adres altında gönderilmiş fatura, irsaliye, mektup gibi tüm vesaik yeni unvan ve/veya adres altında gönderilmiş sayılır.

2. Taraflar, Fikir ve Sanat Eserleri Yasası, Sınai mülkiyet kanunu, Türk Ticaret Yasası, Patent Haklarının Korunması Hakkındaki Kanun Hükmünde Kararname, Türk Ceza Yasası ve diğer ilgili yasaların hükümlerine uymayı baştan kabul, beyan ve taahhüt eder.

3. Yazılım kiralama hizmeti NAT YAZILIM'ın sunucularında barındırılır ve hiçbir şekilde NAT YAZILIM dışında hiç kimse FTP erişimine, kaynak kodlarına müdahaleye, veri tabanına erişim ve müdahaleye sahip değildir. Yazılım kaynak kodları ve veri tabanı NAT YAZILIM kontrolü ve erişiminde olup her hakkı saklıdır. Yazılma ait görsel ara yüz ile ilgili her türlü değişiklik yazılım yönetici paneli üzerinden sağlanabilmektedir.

4. Bu sözleşmenin bir hükmünün herhangi bir sebeple geçersiz hale gelmesi durumunda, hukuken herhangi bir engel olmaması kaydıyla, böyle bir durum geriye kalan herhangi bir diğer hükmün geçerliliğini etkilemeyecek ve geriye kalan hükümler, sözleşme geçersiz hüküm olmadan imzalanmışçasına geçerli ve yürürlükte kalacaktır.

5. MÜŞTERİ kendisine tanınan yıllık 5,000 GB trafik limitini aştığında, limit aşım bedeli her GB başına 2\$ +KDV olarak kendisine fatura edilecektir.


MUSTAFA KEMAL
T.C. SAKARYA İLİ
SİĞİRÇİ KÖYÜ
MUSTAFA KEMAL
T.C. SAKARYA İLİ
SİĞİRÇİ KÖYÜ

NAT YAZILIM
San.ve Tic.A.Ş.
Mevlânîkoy Mah. No: 4 Blok No: 1
D: 1/3 Kat: 4-İSTANBUL-3300496832

San Francisco, CA 94102
Meriden, CT 06450
01/9 Kankar, STG, 6300496832

ÖZEL YAZILIM MADDELERİ;

Müşterinin (Gıpta firmasının) mevcut sisteminde toplantı esnasında iletilmiş olan ve istenilen özellikler yeni sistemde de olacak şekilde;

- 1) Acil sepet seçeneği
- 2) Alt bayiden bayi (toptancı) adına ödeme alabilme
- 3) Sepette ödemede özel tablodan başlangıç bitiş tarihine göre listeleme, seçim yapıldığında özel tabloda ki iskonto oranının ek iskonto olarak yapılması
- 4) Sisteme giriş yapan alt bayiye vadeyi gösterme, toptancı ise vadeyi göster
- 5) Grup yönetiminin mail bilgilendirmeleri
- 6) Grup yönetimine bağlı siparişleri görme – onaylama (Toptancıysa farklı perakendeciye farklı)
- 7) B2B’de sipariş almayı kapatma
- 8) Sözleşme kontrol
- 9) Yıl sonu prim tablosu ve koşulları ile ilgili geliştirme (Birlikte istişare ile yapılacak)
- 10) Logo’da bulunan iskonto alanlarına göre yeniden düzenleme ve geliştirme
- 11) Stok gösterimi Acil = Fıllı stok / Acil bekleyen v.b. (detayların tümünün şematronun resmi çekildi)
- 12) Sipariş onay koşulu, toptancıya ve perakende müşteriye göre değişecek
- 13) Alt bayinin oluşturduğu siparişin mailin de toptancıya onaya giden mail içerisinde ürün detayları gözükmeyecek, gıpta onayladıktan sonra ürün detaylarına erişebilecek toptancı
- 14) B2B’de temsilci ekranında sepeti ve siparişi askıya alma
- 15) Yeni ürünler için Logo’da ya da özel veri tabanında tarih girilebilecek bir alan belirlenecek, bu alan baz alınarak B2B’de parametrik olarak tarih kriteri konularak bu ürünler gösterilecek
- 16) B2B üzerinde temsilci alanında yapılacak belirlenmiş geliştirmeler
- 17) B2B üzerinde temsilciye hedef tablosu gösterme
- 18) İlk yıl içerisinde istenilen ilave satış raporları geliştirmeleri (bu raporlar Logo tarafında var olan, veri olarak alınabilen ve verini SQL sorgusu müşteri tarafından sağlanabilen, B2B sistemine ilavesi mümkün olabilecek raporlar olup, talep edilen raporların toplam geliştirme saati süresi 10 (On) saati geçemeyecektir)

Özel Yazılım Maddeleri Geliştirme süresi 30 (Otuz) iş günü olarak planlanmıştır, Yazılım evinin insiyatifinde 10 (On) iş günü daha eklenebilecektir.

ONAY VE YÜRÜRLÜK

UÇ sayfadarı ibaret olan bu sözleşme MÜSTERİNİN sözleşmeyi doldurup imzalaması ve ödemeyi yapmasını müteakiben ile her iki taraf için bağlayıcıdır ve yürürlüğe girmiştir. Sözleşmenin uygulamasından doğabilecek aksaklıklarda İstanbul Mahkemeleri ve icra daireleri yetkilidir.

BANKA İBAN BİLGİLERİ-NAT YAZILIM SAN TİC A.Ş

TR81 0001 5001 5800 7313 0523 60	VAKIFBANK-TL
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NAT YAZILIM /Kaşe İmza	MÜŞTERİ Kaşe /imza
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NAT YAZILIM
San TİC A.Ş.
Mertiranköy, Maslak, Kat: 2 Blok No: 1
D:1/9 Kağıthane-İST. Göztepe V.D. 6330496832

GİPTA
ÖZEL KİRTASİYAT VE PROMOSYON
İSTANBUL İLİ MASLAK SAN TİC A.Ş.
APRİL 2013
TEMEL İSTANBUL İLİ MASLAK

EK-48

**GIPTA ÇATI GES
ANAHTAR TESLİM
MÜHENDİSLİK, TEDARİK ve İNŞAAT SÖZLEŞMESİ**

İşbu anahtar teslim mühendislik, tedarik ve inşaat sözleşmesi ("**Sözleşme**") 10.05.2023 tarihi ("**Yürürlük Tarihi**") itibariyle,

(1) Şirket merkezi Gazi Mahallesi Gıpta Cad. No:3 Temelli/Sincan/Ankara adresinde bulunan ve Türkiye Cumhuriyeti yasaları uyarınca kurulmuş **GIPTA Ofis Kırtasiye ve Promosyon Ürünleri İml. San. A.Ş.** ("**İşveren**") ile

(2) Şirket merkezi Ostim Osb Mah. 100.yıl Bulvarı No:55 c Blok D:45 Yenimahalle/Ankara adresinde bulunan ve Türkiye Cumhuriyeti yasaları uyarınca kurulmuş CMA Enerji Üretim Yatırım San. Ve Tic. Ltd. Şti. ("**Yüklenici**") arasında akdedilmiştir.

İşveren ve Yüklenici bundan sonra ayrı ayrı "**Taraf**" ve birlikte "**Taraflar**" olarak anılacaktır.

SÖZLEŞMENİN NİTELİĞİ:

İş bu sözleşme taraflar arasında sadece anahtar teslim Güneş Enerji Sistemi (GES) santrali kurulumu hizmeti amacı ile imzalanmış olup hiçbir şekilde üst/alt İşveren ve işçi ilişkisi bulunmadığı gibi 4587 Sayılı İş Kanunu ve işçi ile İşveren arasındaki iş ilişkisini düzenleyen diğer mevzuat hükümlerinin uygulanması mümkün değildir.

SÖZLEŞME SÜRESİ:

İşbu sözleşme'nin süresi, imza tarihi itibarı ile başlayıp Santrali'nin İşveren tarafından "İşveren Kesin Kabulü"nün yapıldığı tarihe kadar olan süreyi kapsar.



MADDELER

Madde 1. Tanımlar

1.1. İşbu Sözleşme içerisinde kullanılan diğer tanımlanan terimlerin yanı sıra, aşağıda gösterilen terimler, Madde 1 dâhilinde karşılarında verilen anlamları haiz olacaklardır.

“Avans Ödemesi”, Bölüm 7.2 A uyarınca İşveren tarafından Sözleşme Bedeli’nin % 30 (yüzde otuz) oranında yapılan ödeme anlamına gelecektir.

“Bağlı Kişi”, herhangi bir Kişi ile ilgili olarak, o Kişi tarafından Kontrol Edilen, o Kişi ile ortak Kontrol altında bulunan veya o Kişiyi Kontrol Eden herhangi başka bir Kişi anlamına gelir. Bu tanım tahtında **“Kontrol”**, (a) doğrudan veya dolaylı olarak o Kişinin (i) sermayesinin çoğunluğuna; ve/veya (ii) oy haklarının çoğunluğuna; ve/veya (iii) yönetim kurulunun veya diğer yönetsel organlarının çoğunluğunu seçme hakkına sahip olan Kişi; ve/veya (b) o Kişi’nin kayyumu, vasisi, vekili olarak veya başka bir şekilde, sözleşme veya kredi düzenlemesi itibarı ile öz sermayesine, oy haklarına ve/veya menkul değerlerine sahip olarak, yönetim politikalarını yönetmek veya yönetilmesini sağlamak yetkisine doğrudan veya dolaylı olarak sahip olmak anlamına gelecektir.

“Sözleşme”, muhtelif zamanlarda tadil edilen ya da ekleme yapılan (ekli bulunan bütün Ek ve Planlarıyla birlikte) işbu sözleşme anlamına gelecektir.

“Uygulanacak Kural ve Standartlar”, Resmi Türk Standartları; Ekipman tedarikçi ve üreticileri tarafından tavsiye edilen ve/veya kullanılan kural ve standartlar ile İşlerin ve Elektrik Santrali’nin Testinin tasarımı, mühendisliği, inşaatı ve emniyetiyle ilgili olarak ulusal ve uluslararası sanayi tarafından kullanılan ve genel olarak kabul görmüş uygulamalar, yöntemler, teknikler ve standartlar da dâhil ancak bunlarla sınırlı olmamak üzere işbu Sözleşme ya da Uygulanacak Hukuk’ta sözleşme imza tarihinde geçerli olan bütün kural, standart ya da gereklilikler, TEİAŞ, TEDAŞ ve Ek-1’deki teknik şartnameleri ile IEC & EN standartları anlamına gelecektir. Uygulanacak Kural ve Standartlar arasında herhangi bir tutarsızlığın ya da çelişkinin bulunması durumunda, Yüklenici’nin işbu Sözleşme hükümleri kapsamındaki yükümlülüklerini yerine getirmesinde bunlar arasındaki en yüksek performans standartları uygulanacak olup Yüklenici, işbu Sözleşme hükümleri ve ekleri kapsamındaki görevlerini, Uygulanacak Hukuk’a uygun olmayan ya da aykırı olan herhangi bir kural, standart, yöntem, teknik ya da uygulamaya göre yerine getirme yükümlülüğü içerisinde bulunmayacaktır.

“Uygulanacak Hukuk”, söz konusu sorunlar üzerinde yargı yetkisine sahip herhangi bir Resmi Kurumun yasaları, normları, tüzükleri, emirleri, hükümleri, kararları, lisansları, izinleri, onayları, anlaşmaları, kuralları ya da düzenlemeleri ve her türlü yazılı hukuk kuralı ile söz konusu Resmi Kurumun işbu Sözleşme hükümleri kapsamında gerçekleştirilen İşlerin yapılmasıyla ilgili ya da bu İşlere uygulanan diğer yasal ya da idari işlemleri ya da işbu Sözleşme yükümlülüklerinin yerine getirilmesi ya da yine işbu Sözleşme’nin yorumlanması ya da uygulanmasıyla ilgili nihai anlaşma, hüküm, karar ya da mahkeme emirleri anlamına gelecektir.

“Onaylanan Altyüklenici”, Bölüm 2.4.A’da belirtilen anlama sahip olacaktır.

“Onaylanan Tedarikçi”, Bölüm 2.4.A’da belirtilen anlama sahip olacaktır.

“İş Günü”, Cumartesi veya Pazar olmayan ve Türkiye Cumhuriyeti’nde bankaların kapalı kalabileceği günler hariç olmak üzere herhangi bir takvim günü anlamına gelir. Şüpheye mahal

vermemek adına, İş Günü dışındaki günlere yapılan atıflar takvim günü anlamına gelir ancak bir süre bitim tarihi İş Günü olmayan bir güne denk gelirse, süre bitim tarihi bir sonraki İş Günü anlamına gelir.

“İşveren Mühendisi”, İşveren tarafından, İşlerin kalitesinin Uygulanacak Kural ve Standartlara ve işbu Sözleşme’ye uygunluğunun tasdik edilmesi/doğrulanması için sözleşme yapılan şirket anlamına gelecektir.

“Değişiklik”, İşlerin yerine getirilme şeklindeki değişiklikler dâhil olmak üzere, İşlerde yapılacak bütün değişiklik, modifikasyon, artış ya da azaltım anlamına gelecektir.

“Değişiklik Emri”, İşveren ve Yüklenici tarafından imzalanan bir anlaşmada gösterilen şekilde olmak üzere işbu Sözleşme’nin 6. Maddesi uyarınca Yüklenici’ye verilen ve her türlü Değişiklik’e yetki tanıyan yazılı emir anlamına gelecektir.

“Tahliye Masrafları”, Yüklenici tarafından,

(a) fesih neticesinde Yüklenici tarafından Yüklenici Ekipmanları ve personelinin (İşler için asıl nakil yerine ya da daha yüksek bir masraf olmaksızın başka bir varış yerine) geri nakledilmesi ücretleri,

(b) Yüklenici’ye teslim edilmiş ya da Yüklenici’nin yasal olarak teslimatını almakla sorumlu olduğu (tüm bunlar üzerindeki mülkiyet hakkının ödeme ardından tamamen İşveren’e geçeceği) dürüstlük kuralları içerisinde ve piyasa esasları dâhilinde işbu Sözleşme uyarınca sipariş edilen Ekipmanlar ve malzemelerle ilişkili olan İşler,

(c) faturalarının söz konusu fesih tarihinin ardından 14 (on dört) gün içerisinde İşveren’e sunulacağı ve ödemesinin işbu Sözleşme’nin Bölüm 16.2 uyarınca yapılacağı, makul iptal ücretleri de dâhil olmak üzere, Alt Sözleşme ve Satın Alma Siparişlerinin feshiyle ilgili olarak Yüklenici ya da Altyüklenicileri ve Tedarikçileri tarafından yapılan ödemelerle ilişkili olarak, makul, doğrudan, yapılan (Sözleşme Bedeli’nin fesih tarihi itibarıyla ödenen kısmına dâhil olmayan) ve usulüne uygun olarak belgelendirilmiş masraflar anlamına gelecektir.

“Yüklenici”, Başlangıç Bölümünde belirtilen anlama sahip olacaktır.

“Yüklenici Temerrüdü”, Bölüm 16.1.A’da belirtilen anlama sahip olacaktır.

“Yüklenici Ekipmanı”, Yüklenici ve/veya Altyüklenicileri ve/veya Tedarikçileri tarafından sahip olunan, kiralanın veya İşlerin yerine getirilmesinde başka bir şekilde kullanılan ve Elektrik Santrali’nin bir parçası olmayan ekipmanlar anlamına gelecektir.

“Yüklenici Temsilcisi”, Yüklenici tarafından tayin edilen ve yazılı bir bildirimle İşveren’e bildirilen ve işbu Sözleşme ya da İşlere ait bütün hususlarda Yüklenici adına hareket etme yetkisine sahip olacak kişi ya da kişiler anlamına gelecektir.

“Sözleşme Bedeli”, Bölüm 7.1’de belirtilen götürü sözleşme bedeli anlamına gelecektir.

“Kritik Yol”, Bölüm 5.2.A’da belirtilen anlama sahip olacaktır.

“Veri Tarihi”, Tarih göstergesi olan her türlü veri girişi ve çıkışı anlamına gelecektir.

“Gün” ya da **“gün”**, bir takvim günü anlamına gelecektir.

“Garanti Süresi”, Bölüm 12.3.A’da belirtilen anlama sahip olacaktır.

“Gecikme Cezaları”, Bölüm 13.2’de belirtilen anlama sahip olacaktır.

“Ayrıntılı Mühendislik Çalışmaları”, Bölüm 3.21’de belirtilen anlama sahip olacaktır.

“İhtilaf”, Bölüm 18.1’de belirtilen anlama sahip olacaktır.

“Yürürlük Tarihi”, Başlangıç Bölümünde belirtilen anlama sahip olacaktır.

“Ayıp” ya da **“Ayıplı”**, Bölüm 12.A.1’de belirtilen anlama sahip olacaktır.



“Takyit”, İşveren tarafından herhangi bir Kişi lehine tesis edilen rehinler hariç olmak üzere her türlü rehin, takyit, haciz, ipotek ya da irtifak hakkı anlamına gelecektir.

“Çevre ve Emniyet El Kitabı ve Kılavuzu”, Bölüm 3.8’de belirtilen anlama sahip olacaktır.

“Ekipman”, Yüklenici Ekipmanları haricinde, İşlerin tamamlanması için gerekli bütün ekipman, malzeme ve tedarik malzemeleri anlamına gelecektir.

“TEDAŞ Kabulü”, Projenin ticari faaliyete başlaması için TEDAŞ ve TEDAŞ tarafından yetkilendirilmiş kurumlar tarafından Uygulanacak Hukuk’a uygun olarak yapılan geçici kabul işlemidir.

“İşveren Kesin Kabulü”, garanti yükümlülükleri hariç olmak üzere, bütün İşlerin, tamamıyla, işbu Sözleşme hükümleri uyarınca yerine getirilmiş olması anlamına gelecek olup burada sayılanlardır:

- (i) İşveren Geçici Kabulü’nün ve TEDAŞ Kabulü’nün başarılı bir şekilde yerine getirilmesi,
- (ii) bütün Eksiklikler Listesi kalemlerinin tamamlanması,
- (iii) İşveren’in, kendi uygun ve yeterli bulacağı şekilde, Yüklenici’den, bütün İşlerde ve Hizmet Alanı’nda, herhangi bir Takyit ya da bir Takyitle sonuçlanabilecek herhangi talep bulunmadığına dair bir belge almış olması,
- (iv) işbu Sözleşme hükümleri kapsamında istenen bütün nihai belgelerin, kayıtların, as-built çizimlerin ve test raporlarının, kontrol, koruma ve ölçüm sistemlerine ilişkin arayüz yazılımlarının ve bu yazılımların kullanımı için gerekli donanımların (ilgili tüm ayarlama parametrelerinin mevcut halini içerecek şekilde), ayarlama değerlerinin, katalogların, işletme bakım manuelllerinin Yüklenici tarafından İşveren’e teslim edilmiş olması,
- (v) bütün Yüklenici ve Altyükleniciler ile Tedarikçilerin personelinin, Yüklenici Ekipmanlarının, tedarik malzemelerinin, malzemelerin, atıkların ve geçici tesislerin, Taraflarca üzerinde mutabık kalınabilecek Garanti Süresi boyunca Yüklenici tarafından kullanılması gerekebilecekler hariç olmak üzere, Hizmet Alanı’ndan ya da İşlerin gerçekleştirilmiş olabileceği diğer alanlardan çıkarılmış olması ve
- (vi) Yüklenici’nin, konuyla ilgili olarak, İşveren’e, yine İşveren’in uygun ve yeterli bulduğu şekilde, bir belge düzenlemiş ve tevdi etmiş olduğu mevcut Alt Sözleşme ya da Satın Alma Emirleri ödeme şartları uyarınca vadesi gelmiş ve ödenebilir tutarların ve vadesi gelen ödenebilir bütün bakiye tutarların (Yüklenici tarafından dürüstlük kuralları çerçevesinde söz konusu bedellerin ihtilaflı olması hali hariç), Yüklenici tarafından zamanında ödenecek olması kaydıyla, bütün Altyüklenici ve Tedarikçilere kesin ödemelerinin tamamıyla yapılmış olması,
- (vii) İşveren Kesin Kabulü’ne Esas Belgelerin İŞVEREN tarafından onaylanmış olması,
- (viii) Yüklenici diğer üreticilerle birlikte, İşveren’e karşı sorumlu olmak üzere işlerin tamamlanması amacıyla gerekli bütün malzemeler için Ek-1’de sunulan Teknik Şartnamenin belirtilen süreler müddetince ilgili üreticilerden garantileri alarak İşveren’e devretmiş olması ve bunları kanıtlayan orijinal veya tasdikli suretlerinin temin etmesi.
- (ix) İş’in, İşveren Geçici Kabulü’nün ve/veya TEDAŞ Kabulü’nün tamamlanmasında bir gecikme yaşanması durumunda, Yüklenici tarafından İşveren’e ödenmesi gereken diğer bütün tutarlarla birlikte işbu Sözleşme Bölüm 13 uyarınca sözleşme cezalarının ödenmiş olması, Kesin Teminat Mektubu’nun en erken, Garanti Süresi’nin bitiminden 60 (altmış) gün sonra sona erecek bir süre için geçerli ve yürürlükte olması.
- (x) Sosyal Güvenlik Kurumu’nun düzenlemiş olduğu ıslak imzalı prim borcu yoktur ve

ilişiksizdir yazılarının aslı,

(xi) Altyüklenicilerin düzenmiş olduğu İşveren'in ibra eden ibraname ve feragatnamaler,

(xii) Yüklenici'nin Altyüklenicileri ile yapmış olduğu hesap mutabakatları ve

(xiii) İşlere ilişkin yapı kullanma izin başvuru dosyasının Yüklenici tarafından eksiksiz bir şekilde İşveren'e sunulmuş olması anlamına gelecektir.

"İşveren Kesin Kabul Belgesi", İşveren Kesin Kabulü sonrası düzenlenen belge anlamına gelecektir.

"Finansman Belgeleri", muhtelif zamanlarda tadil edilen, değiştirilen ya da başka şekilde üzerinde değişiklik yapılan ve İşveren tarafından Kredi Veren ve diğer taraflarla mutabık kalınan Elektrik Santrali'nin inşaatı, mülkiyeti ve çalıştırılmasıyla ilgili anlaşmalar ve belgeler anlamına gelecektir.

"Mücbir Sebep",

(a) Maruz kalan Taraf'ın doğrudan veya dolaylı kontrolü dışında ve yine maruz kalan Taraf'ın kusur ya da ihmalinin neticesinde meydana gelmeyen ve

(b) Maruz kalan Taraf'ça, sağlanan hizmet kapsamını göz önünde bulundurarak, gerekli ihtimamın gösterilerek ve makul tutarda para harcanarak engellenemeyecek ya da kaçınılmayacak nitelikte olan durum ve olaylar anlamına gelecektir. Yukarıdaki hükümlerde belirtilen koşulların sağlanmasına tabi olmak üzere, Mücbir Sebep, burada sayılan durum ve olayları içerecek ancak bunlarla sınırlı olmayacak şekilde:

(i) fırtına, sel, yıldırım, don ve depremler gibi doğal olayları,

(ii) (ilan edilsin ya da edilmesin) savaşları, terörist eylemlerini, toplumsal kargaşaları, isyanları, ayaklanmaları, salgın hastalık, sabotaj ve ticari ambargoları,

(iii) denizyolu, demiryolu, havayolu ya da karayolunda gerçekleşecek taşıt kazalarını,

(iv) maruz kalan Taraf'ın ya da Bağlı Kişilerinin (ya da Yüklenici'nin maruz kalan Taraf olması durumunda, Altyüklenici ya da Tedarikçilerinin) iş sözleşmelerine riayet etmemesinden kaynaklanmayan Türkiye'deki kanuni grevleri,

(v) yangınları,

(vi) Taraflardan hiçbirinin, diğer Taraf'ın Bağlı Kişi'si sayılmayacağı hususu anlaşılacak üzere, maruz kalan Taraf ya da Bağlı Kişilerinin herhangi biri tarafından isteyerek sebep olunmayan ve maruz kalan Taraf'ın yükümlülüklerini yerine getirmemesi neticesinde meydana gelmeyen, Resmi Kurum işlemlerini kapsayacaktır.

(vii) salgın hastalıkları,

(viii) ohal, sokağa çıkma yasağını,

Mücbir Sebep sayılan şu olayları içermeyecektir:

(A) finansal kaynak yetersizliği de dâhil olmak üzere ekonomik sıkıntılar,

(B) piyasa koşullarındaki değişiklik ve

(C) yukarıda belirtilen Mücbir Sebep koşullarının gerçekleşmesine neden olan bir durum ya da olay sonucu meydana gelen hatalar hariç olmak üzere, (Yüklenici'nin Altyüklenicileri ve Tedarikçilerinin de aralarında bulunduğu) maruz kalan Taraf'ın yüklenicilerinin herhangi birinin hatası.

"Resmi Kurum", İş'in ya da Elektrik Santrali'nin herhangi bir kısmı üzerinde yargı yetkisine sahip Türk devletinin ya da yerel olarak bütün departmanları, daireleri, kurumları, kurulları, komisyonları ya da işletmeleri anlamına gelecektir.






“Garanti Edilen TEDAŞ Kabul Tarihi”, Bölüm 5.2.B’de belirtilen anlama sahip olacaktır. **“Tehlikeli Malzemeler”**, Uygulanacak Hukuk kapsamında tehlikeli ya da zehirli olarak değerlendirilen ya da çözüm yolu bulunması gereken burada sayılanlar dahil ancak bunlarla sınırlı olmayan

(i) petrol ya da petrol ürünleri, radyoaktif malzemeler, uflanabilir ya da bu duruma gelebilir şekildeki asbestler, üre formaldehit yalıtımları, dönüştürücüleri ya da poliklorlu bifeniller içeren içyükül akışkanların bulunduğu ekipman ya da proseslerle kloroflorokarbon kullanan soğutma sistemleri,

(ii) şimdi ya da daha sonra “tehlikeli maddeler”, “tehlikeli atıklar”, “tehlikeli malzemeler”, “çok tehlikeli atıkları”, “kısıtlanmış tehlikeli atıklar”, “zehirli maddeler”, “zehirli çevre kirletici maddeler” şeklinde tanımlanan veya söz konusu tanımlar dahilinde olan ya da Uygulanacak Hukuk uyarınca benzer kelimelerle ifade edilen her türlü kimyasallar, malzemeler ya da maddeler ya da

(iii) şimdi ya da daha sonra herhangi bir Resmi Kurum tarafından, yasaklanan, sınırlanan ya da düzenlenen ya da hasar, masraf ya da ıslah sorumluluğu konusu olabilecek diğer kimyasal, malzeme, madde ya da atıklar.

“Tazmin Edilen Taraf”, Bölüm 17.6’de belirtilen anlama sahip olacaktır.

“Tazmin Eden Taraf”, Bölüm 17.6’de belirtilen anlama sahip olacaktır.

“Fatura”, Uygulanacak Hukuk uyarınca bütün vergi gerekliliklerine riayet edilmek üzere Yüklenici’nin, Bölüm 7.2.B uyarınca yapacağı ödeme talebi anlamına gelecektir.

“Kredi Veren”, Finansman Belgeleri uyarınca, Elektrik Santrali için finansman sağlayan banka ya da finans kurumu anlamına gelecektir.

“Kredi Veren Mühendisi”, Kredi Veren tarafından tayin edilen ve Kredi Veren’in, işbu Sözleşme ve Finansman Belgeleri şart ve koşulları uyarınca dâhil olması gereken bütün hususlarda, Kredi Veren adına hareket etme yetkisine sahip kişi ya da kişiler anlamına gelecektir.

“Ay” ya da **“ay”** Miladi (Gregoryen) takvim ayı anlamına gelecektir.

“Aylık İlerleme Raporları”, Bölüm 3.17.’de belirtilen anlama sahip olacaktır.

“Ulusal Elektrik İletim Sistemi” TEİAŞ tarafından arabağlanma noktasından işletilen dönüşüm ve dağıtım sistemi elektrik tesisleri anlamına sahip olacaktır.

“Ulusal Elektrik Dağıtım Sistemi” TEDAŞ tarafından arabağlanma noktasından işletilen dönüşüm ve dağıtım sistemi elektrik tesisleri anlamına sahip olacaktır.

“İşveren”, Başlangıç Bölümünde belirtilen anlama sahip olacaktır.

“İşveren Temerrüdü”, Bölüm 16.1.B’de belirtilen anlama gelecektir.

“İşveren Gecikmesi”, söz konusu gecikmenin, doğrudan veya dolaylı olarak İşveren’e ya da İşveren’in çalışanları, yüklenicileri ya da temsilcilerine atfedilebilir olması durumunda ancak Yüklenici’nin, Bölüm 3.22’ye uyulmamasından kaynaklanan gecikmeler hariç olmak üzere İşlerin gerçekleştirilmesinde meydana gelen gecikme anlamına gelecektir.

“İşveren Temsilcisi”, İşveren tarafından tayin edilen ve yazılı bir bildirimle Yüklenici’ye bildirilen ve işbu Sözleşme ya da İşler’e ait bütün hususlarda talimatlar vermek de dâhil olmak üzere İşveren adına hareket etme yetkisine sahip olacak kişi ya da kişiler anlamına gelecektir.

“Taraf” ya da **“Taraflar”**, İşveren ve/veya Yüklenici ile onların izin verilen halef ve devralanları anlamına gelecektir.

“Ödeme Planı”, Ek-5 hükümlerinde belirtilen hak ediş ödemeleri planı anlamına gelecektir.

“Kesin (İfa) Teminat Mektubu”, Bölüm 19.16.A’da belirtilen anlama gelecektir.

“İzin”, İşlerle ilgili olarak Uygulanacak Hukuk kapsamında Resmî Kurumlardan alınması gereken izin, onay, muvafakat, yetki belgesi, sertifika, lisans ya da diğer gerekli belgeler anlamına gelecektir.

“Kişi”, herhangi bir birey, kuruluş, şirket, limited şirket, sınırlı veya sınırsız sorumlu ortaklık, adi ortaklık, dernek, vakıf, varlık, kuruluş aşamasındaki topluluklar, her türlü Resmi Kurum ya da diğer tüzel kişilikler anlamına gelecektir.

“Elektrik Santrali veya GES”, EN 62446 standardı kapsamında tesis edilen Şebeke Bağlantılı Çatı Tipi Güneş Enerji Santrali anlamına gelecektir. Detayları Teknik şartnamede belirtilecektir.

“Elektrik Santrali Özel Kalite Güvence Planı”, Bölüm 3.16’da belirtilen anlama sahip olacaktır.

“Elektrik Santrali Özel Emniyet Programı”, Bölüm 3.8’de belirtilen anlama sahip olacaktır.

“İşveren Geçici Kabulü”

(i) İş kapsamına dahil olan bütün parça, ekipman ve sistemleri ile bütün işletme, koruma, emniyet ve gereken ilgili diğer sistemlerin tedarik edilmesi, kurulumu, test edilmesi ve işletmeye alınması işlemlerinin tamamlanmış olması,

(ii) Yüklenici’nin, İşveren Geçici Kabul Belgesi’ni İşveren’in değerlendirmesine ve onayına sunmuş olması,

(iii) TEDAŞ Kabulü’nün başarılı bir şekilde yerine getirilmesi,

(iv) İşin zamanında Tamamlanmasında bir gecikme yaşanması durumunda, Yüklenici tarafından İşveren’e ödenmesi gereken diğer bütün tutarlarla birlikte işbu Sözleşme’nin 13. Maddesi uyarınca sözleşme cezalarının ödenmiş olması,

(v) (İşveren tarafından görevlendirilmesi durumunda) Sertifikasyon Birimi’nin, makul süre içerisinde, İşlerin, Bölüm 3.15 hükümleri uyarınca olmak üzere, İş Kapsamı, Teknik Spesifikasyonlar ve Uygulanacak Kural ve Standartlara uygun olarak tamamlanmış olduğuna dair kalite sertifikasını almaya hak kazanmış olması,

(vi) İşlerin, Eksiklikler Listesi’ndeki İşler hariç olmak (işletme ve bakım el kitaplarıyla Madde 10 hükümlerinde atıfta bulunulan bütün belgelerin teslim edilmesi dahil olmak) üzere, tamamlanmış olması.

(vii) Yüklenici’nin, İşveren’in personelinin bütün sistem ve ekipmanları emniyetli bir biçimde çalıştırabilmesine olanak sağlanması hususunda, Hizmet Alanı’ndaki işletmeye alma süreci boyunca, yeterli eğitim çalışmalarını yürütmüş olması.

(viii) Yüklenici’nin, İşlerin Tamamlanması amacıyla gerekli bütün malzemeler için en az 24 (yirmi dört) ay olmak üzere Ek-1 Teknik Şartname’de belirtilen sürelerle, ilgili üreticilerden garantileri almış ve İşveren’e devretmiş olması ve bunları kanıtlayan tasdikli suretleri veya asıllarını temin etmesi.

(ix) artık malzemeler de dahil olmak üzere İşlerin Tamamlanması için gerekli bütün Yüklenici Ekipman ve tedarik malzemelerinin (Eksiklikler Listesi’nin tamamlanması ya da Yüklenici’nin ayıplarını düzeltme yükümlülükleri için gerekenler dışında) Hizmet Alanı’ndan çıkarılmış olması.

(x) Kesin Teminat Mektubu’nun, en erken Kesin Kabul için beklenen tarihten 2 (iki) ay sonra