

MERCHANDISING LICENSE AGREEMENT

AGREEMENT NO. MLA201801819

DATE: June 27, 2018

LICENSOR: MGA ENTERTAINMENT, INC. ("Licensor")
16380 Roscoe Boulevard
Van Nuys, CA 91406

Telephone: +31 (0) 172-758010
Direct: +31 (0) 6-515-65769
Fax: 818-894-0771
Contact: Egita Di Filippo
Email: edifilippo@mgae.com

LICENSEE: PROCOS S.A. ("Licensee")
56TH Klm Paleas Ethnikis Odou Athinon-Halkidas
Inofita Viotia
32011 Greece

Telephone: +30-22-6203-1434
Fax: +30-22-6203-0869
Contact: Costas Procos
Email: costas.prococos@prococos.gr

SCHEDULE

1. **"LICENSED PROPERTY"**: The Licensed Property consists of artwork and other distinctive creative elements derived from the property entitled **"L.O.L. SURPRISE!™"**, along with any characters, artwork and other distinctive creative elements and names associated therewith, along with any other proprietary marks related thereto.
2. **"LICENSED ARTICLES"**: Licensed Articles shall include the following:

Licensed Articles: L.O.L. SURPRISE! <i>All Licensed Articles can be sold in sets or separately.</i>	Minimum number of designs
Party Goods to include:	
Paper Plates	1
Cups – in paper and plastic	1
Cups with Lids & Straws	1
Paper Napkins	1

Tablecovers – in plastic and paper	1
Party Bags	1
Invitations and Envelopes	1
Flag, Happy Birthday and Door Banners	1
Medallion Flexi Drinking Straws	1
Party Hats	1
Masks	1
Balloons - latex	1
Cake Candles – classic and numerical	1
Party Surprise Box Sets – any combination of above Licensed Articles	1

3. **“LICENSED TERRITORY”:**

Eastern Europe – Bulgaria, Czech Republic, Hungary, Moldova, Poland, Romania, Russia, Slovakia.

Northern Europe –Denmark, Estonia, Finland, Iceland, Latvia, Lithuania, Norway, Sweden.

Southern Europe - Albania, Bosnia and Herzegovina, Croatia, Greece, Macedonia, Montenegro, Portugal, Serbia, Slovenia, Spain.

Western Europe – Austria, Belgium, Cyprus, Dom -Tom, France, Germany, Luxembourg, Netherlands, Switzerland.

Middle East Countries - Armenia, Bahrain, Georgia, Israel, Jordan, Kuwait, Lebanon, Oman, Qatar, Saudi Arabia, Turkey, United Arb Emirates, Yemen.

Eastern Africa - Burundi, Djibouti, Ethiopia, Rwanda, Somalia.

Middle Africa – Cameroon, Central African Republic, Chad, Equatorial Guinea, Gabon, The Republic of Congo.

Northern Africa – Algeria, Egypt, Libya, Morocco, Tunisia, Western Sahara.

Southern Africa –South Africa

Western Africa - Benin, Burkina Faso, Burundi, Gambia, Ghana, Guinea, Ivory Coast, Liberia, Mali, Mauritania, Niger, Nigeria, Senegal, Sierra Leone, Togo.

(“Licensed Territory”).

If Licensee markets, promotes, sells or offers for sale, directly or indirectly, any of the Licensed Articles outside of the Licensed Territory, Licensor may, in its sole and absolute discretion, immediately terminate this Agreement.

4. **“DISTRIBUTION CHANNELS”:** Licensee is authorized to sell the Licensed Articles to retailers in the Licensed Territory for resale to the public in the Licensed Territory (“Distribution Channels”).

5. **“TERM” AND “SELL-OFF PERIOD”**: The Term begins July 1, 2018 and ends September 30, 2020 (“Term”), unless sooner terminated as provided in the Standard Terms and Conditions attached hereto. Following the expiration of the Term, Licensee shall have a period of ninety (90) days to sell-off any unsold inventory of Licensed Articles.



5. **“TERM” AND “SELL-OFF PERIOD”**: The Term begins July 1, 2018 and ends September 30, 2020 (“Term”), unless sooner terminated as provided in the Standard Terms and Conditions attached hereto. Following the expiration of the Term, Licensee shall have a period of ninety (90) days to sell-off any unsold inventory of Licensed Articles.



8. **“MARKETING DATE”:** Licensee shall manufacture, distribute and commence the marketing of a substantial number of each of the Licensed Articles in each country of the Licensed Territory no later than, see dates defined below (the “Marketing Date”). Licensee shall notify Licensor of the initial shipment date of each Licensed Article to Licensee's customers.

Marketing Dates:

Licensed Articles:

December 1, 2018

Paper Plates, Cups, Cups with Lids & Straws,
Paper Napkins

March 1, 2019

Tablecovers, Party Bags, Invitations and
Envelopes, Flag, Happy Birthday and Door
Banners, Medallion Flexi Drinking Straws,
Party Hats, Masks, Balloons – latex, Cake
Candles, Party Surprise Box Sets



16. **LAB TEST REPORTS:** Licensee shall not commence the sale or distribution of the Licensed Articles without obtaining and providing to Licensor independent third party laboratory test reports showing that the Licensed Articles are in compliance with all health and safety standards as required by the US Consumer Product Safety Commission or any other authorized consumer product and hazardous materials regulatory agency within the Licensed Territory.

18. **ADDITIONAL TERMS:** The balance of the terms shall be as set forth in Licensor's Standard Terms and Conditions, which are attached hereto and incorporated herein by this reference. All terms used in this Agreement shall, except as expressly provided for herein, be used as defined in the Standard Terms and Conditions. In the event of a conflict between this Schedule and the Standard Terms and Conditions, the provisions of this Schedule shall govern.

19. **SPECIAL PROVISIONS:**

(a) The language used on the Licensed Article(s) shall be French, Dutch, Danish, German, Norwegian, Finnish, Swedish, Icelandic, Italian, Greek, Spanish, Portuguese, and Polish and the official language of the Territory.

By signing below, Licensee affirms that it is in agreement with the foregoing and that it has read and understands and agrees to be bound by the Standard Terms and Conditions attached hereto and forming a part hereof. Licensee further agrees that this Agreement, consisting of the Schedule and Standard Terms and Conditions, shall also serve as an invoice to Licensee with respect to the amounts payable hereunder and Licensee agrees to pay such amounts to Licensor as and when specified herein. This Agreement shall not be binding upon Licensor until fully signed and delivered and the Licensor receives the Advance.

ACCEPTED AND AGREED TO:

PROCOS S.A.
("Licensee")

MGA ENTERTAINMENT, INC.
("Licensor")

By: 

By: 

Print Name: COSTAS PROCOS

Print Name: Elizabeth Risha

Title: Delegated Director

Title: General Counsel

Date: November 20, 2018

Date: 11-27-18