



SCHEDULE "A"

dated as of February 29, 2016

to the Master Merchandising License Agreement (the "Agreement") dated as of February 29, 2016, between Universal Studios Licensing LLC ("Universal") and Flexmetal S.A. ("Licensee").

(Despicable Me Franchise – Contract No. 117675.02)

All capitalized terms used but not defined herein shall have the same meanings provided to such terms in the Agreement.

(a) PARTIES:

LICENSEE:

Flexmetal S.A.
Pol. Ind. Santa Margarida II
Albert Einstein 34-36
Terrassa
Barcelona 08223
Spain
Attn: Rosa Soteras

UNIVERSAL:

Universal Studios Licensing LLC
100 Universal City Plaza, Bldg. 1440/13
Universal City, CA 91608
U.S.A.
Attn: Senior Vice President, Business and Legal Affairs
Contact: Adam Steel

UNIVERSAL'S AGENT:

Plus Licens AB
Kungsgatan 54
111 35 Stockholm
Sweden
Attn: Anna Maria Lidström

(b) UNIVERSAL PROPERTY:

The 2010 animated theatrical motion picture entitled *Despicable Me*; the 2013 animated theatrical motion picture entitled *Despicable Me 2*; the 2015 animated theatrical motion picture entitled *Minions*; and the upcoming 2017 animated theatrical motion picture presently entitled *Despicable Me 3* (collectively referred to as the "Despicable Me Franchise").

Licensee acknowledges that no rights are granted with respect to any other theatrical motion picture (and/or direct-to-video/DVD) sequel(s) or prequel(s) to the Universal Property, any music video(s) or animated short(s)/skit(s), trailer(s) or teaser(s) (whether created for promotional purposes or otherwise) related thereto or utilizing any of the characters contained therein, nor to any television series/program(s) based thereon or derived therefrom.



- (c) **LICENSED PROPERTY:**
Includes: title and logo, plot, theme(s), character(s), characterization(s) and element(s) from the Universal Property.
- (d) **LICENSE TERM:**
Commencing July 1, 2016, and expiring on December 31, 2018, unless terminated earlier as provided under the terms of the Agreement or by operation of law.
- (e) **LICENSED ARTICLE(S):**
Mylar and foil balloons (in all sizes), to be sold uninflated and without packaging.
- (f) **LICENSE TERRITORY(IES):**
Belarus, Kazakhstan, Russia, and Ukraine.
- (g) **DISTRIBUTION CHANNEL(S):**
Licensee shall be permitted to market and sell the Licensed Article(s) through gift shops, grocery stores, hyper/supermarket, mass market, specialty stores, and wholesalers, subject to all applicable provisions of the Agreement. Unless otherwise provided for in this Schedule, permitted Distribution Channel(s) shall not include broadcast, public relations use, corporate non-broadcast or in-cinema use, nor distribution as part of special promotions or at any special events or places of public assembly, without prior Approval.
- (h) **LICENSED LANGUAGE(S):**
English.
- (i) **ROYALTY RATE:**
Fifteen percent (15%) of the Net Invoiced Billings (as defined in the Agreement).
- (j) **ADVANCE:**
Nine Thousand Five Hundred United States Dollars (US \$9,500.00), due and payable simultaneously upon Licensee's execution of this Schedule.
- (k) **GUARANTEE:**
Thirty Thousand United States Dollars (US \$30,000.00), which shall be due and payable as follows: (i) Nine Thousand Five Hundred United States Dollars (US \$9,500.00) simultaneously upon Licensee's execution of this Schedule (i.e., the Advance); (ii) an additional payment (inclusive of any Royalties already paid pursuant to this Schedule) in the amount of Nine Thousand Five Hundred United States Dollars (US \$9,500.00) on or before January 1, 2017; and (iii) an additional payment (inclusive of any Royalties already paid pursuant to this Schedule) in the amount of Eleven Thousand United States Dollars (US \$11,000.00) on or before January 1, 2018.

Licensee acknowledges that no amounts paid to (or otherwise due) Universal in Royalties with respect to any and all sales of the Licensed Article(s) permitted pursuant to this Schedule prior to July 1, 2016 shall be used to offset the Guarantee set forth herein. For the avoidance of doubt, any amount(s) paid to Universal in Royalties with respect to any and all sales of the Licensed Article(s) occurring on or after July 1, 2016 may be applied against the Guarantee as set forth herein.



GUARANTEE ALLOCATION:

Licensee agrees and acknowledges that the Guarantee shall be allocated on a per year basis as follows:

Licensee agrees and acknowledges that the Guarantee shall be allocated on a per year basis as follows: (i) Nineteen Thousand United States Dollars (US \$19,000.00) ("**Year 1 Minimum Guarantee**") shall be recoupable for the period beginning July 1, 2016, and ending December 31, 2017 ("**License Term Year 1**"); and (ii) Eleven Thousand United States Dollars (US \$11,000.00) ("**Year 2 Minimum Guarantee**") shall be recoupable for the period beginning January 1, 2018, and ending December 31, 2018 ("**License Term Year 2**").

Licensee agrees and acknowledges that: (A) the Year 1 Minimum Guarantee shall be recoupable solely on sales of the Licensed Article(s) during License Term Year 1; (B) the Year 2 Minimum Guarantee shall be recoupable solely on sales of the Licensed Article(s) during License Term Year 2; (C) any Royalty overages paid to (or otherwise due) Universal during License Term Year 1 shall not be used to offset the Year 2 Minimum Guarantee; (D) any Royalty overages paid to (or otherwise due) Universal during License Term Year 2 shall not be used to offset the Year 1 Minimum Guarantee; and (E) the Year 1 Minimum Guarantee and Year 2 Minimum Guarantee shall not be cross-collateralized.

(l) **CMF CONTRIBUTION:**

Not applicable.

(m) **MARKETING COMMITMENT:**

Not applicable.

(n) **ROYALTY STATEMENT FREQUENCY:**

Quarterly, within thirty (30) days following the end of each calendar quarter (i.e., March 31, June 30, September 30 and December 31) of the License Term.

(o) **EXCLUSIVITY:**

The rights granted hereunder shall be non-exclusive to Licensee.

(p) **INDUSTRY MARKETING DATE(S):**

Excluding Licensed Article(s) which are specific to the upcoming 2017 animated theatrical motion picture release presently entitled *Despicable Me 3*, Licensee shall commence marketing (i.e., introduction to the trade) of Licensed Article(s) no earlier than the date of full execution of this Schedule, or according to such other schedule as may be provided to Licensee by Universal, subject to all Approval(s) pursuant to the Agreement.

(q) **SHIPPING DATE(S) / ON-SHELF DATE(S):**

For Licensed Article(s) which are specific to the upcoming 2017 animated theatrical motion picture release presently entitled *Despicable Me 3*, Licensee shall ship the Licensed Article(s) to its customers in such a way as to make them available for initial sale to the public (or end consumers) **no earlier than eight (8) weeks prior to the theatrical release of the film** in the applicable country or region (**but in any event no earlier than May 1, 2017**) or according to such other schedule as may be provided to Licensee by Universal. For all other Licensed Article(s), Licensee shall ship the



Licensed Article(s) to its customers in such a way as to make them available for initial sale to the public (or end consumers) no earlier than the July 1, 2016, or according to such other schedule as may be provided to Licensee by Universal, subject to all Approval(s) pursuant to the Agreement.

(r) **SELL-OFF PERIOD:**

Ninety (90) days commencing immediately upon the expiration of the License Term, subject to the terms and conditions of the Agreement.

(s) **INSURANCE:**

Licensee shall obtain and maintain the following insurance coverage amounts (in accordance with Paragraph 19 of the Agreement):

(I) ***Commercial General Liability Insurance:***

- i. Minimum coverage: One Million United States Dollars (US \$1,000,000.00) per occurrence (the "**CGLI Minimum Coverage Amount**")
- ii. Aggregate coverage: Three Million United States Dollars (US \$3,000,000.00) (the "**CGLI Aggregate Coverage Amount**")

(II) ***Product Liability (or Foreign Equivalent) Insurance:***

- i. Minimum coverage: One Million United States Dollars (US \$1,000,000.00) per occurrence (the "**PLI Minimum (/Foreign Equivalent) Coverage Amount**")
- ii. Aggregate coverage: Three Million United States Dollars (US \$3,000,000.00) (the "**PLI Aggregate (/Foreign Equivalent) Coverage Amount**")

(III) ***Employer's Liability Insurance:***

- i. Minimum coverage: One Million United States Dollars (US \$1,000,000) (the "**Employer's Liability Minimum Coverage Amount**")

(t) **FINISHED PRODUCT SAMPLES:**

Licensee shall, at its own expense, ship to Universal the following minimum amount(s) of each of the Licensed Article(s), in accordance with the terms and conditions of Paragraph 13 of the Agreement:

Minimum "Finished Product Samples": SIX (6) (which number may not be reduced).

(u) **SPECIAL TERM(S):**

Licensed Article(s) and Collateral Materials (including, but not limited to, advertising and promotional materials) utilizing any creative element(s), character(s), plot(s), etc., which are specific to the upcoming 2017 animated theatrical motion picture presently entitled *Despicable Me 3* may in no event be distributed or otherwise shown or made available to the public or any trade outlets until a date closer to the actual theatrical release date in the License Territory and as provided to Licensee by Universal at the relevant stage of the product approval process.

(v) **COPYRIGHT AND TRADEMARK NOTICE:**

Unless otherwise directed by Universal, Licensee shall use the following legal notice in connection with the Licensed Article(s) and the Collateral Materials with respect thereto:



Despicable Me, Minion Made and all related marks and characters are trademarks and copyrights of Universal Studios. Licensed by Universal Studios Licensing LLC. All Rights Reserved.

AGREED TO AND ACCEPTED BY:

Flexmetal S.A.
("Licensee")

Universal Studios Licensing LLC
("Universal")

Authorized Signatory

Authorized Signatory

Name (Printed)

Name (Printed)

Title

Title

Date

Date

JUAN TARAZAPA

Tamara Woolfork, SVP

ADMINISTRADOR

MAR 11 2016

3 Marzo 2016

Business & Legal Affairs