

VIMN NETHERLANDS B.V.

A VIACOM COMPANY

AMENDMENT A

February 4, 2020

Gentlemen and Ladies:

Reference is made to the Consumer Products License Agreement dated January 1, 2018 between:

- A. VIMN Netherlands B.V., an entity within the Viacom group registered in the Netherlands (registered number 33255367) with a registered office at NDSM-plein 6, 1033 WB, Amsterdam, the Netherlands ("**VIMN BV**"); and,
- B. Procos S.A, a company organized under the laws of Greece with offices at 56th Klm Paleas Ethnikis Odou, Greece and with registered tax number: 013 390 917 000 ("**Licensee**");

with respect to the licensing of certain Nickelodeon branded merchandise (the "**Agreement**").

VIMN BV and Licensee now wish to amend the Agreement on the terms and conditions set out below in this Amendment A (the "**Amendment A**").

Capitalized terms used without definition herein shall have the respective definitions set forth in the Agreement.

The amendments to the Agreement contained herein shall take effect from October 1, 2019 ("**Amendment A Effective Date**"), unless otherwise specified herein.

Notwithstanding anything to the contrary to the Agreement, and for the good and valuable consideration of **One Euro (€1.00)**, the receipt and sufficiency of which is acknowledged between the parties, VIMN BV and Licensee agree that:

1. The **Licensed Property** clause of the **Nickelodeon Principal Terms** shall be amended to *delete* the following struck-through wording and *insert* the following double underlined wording, so that the amended **Licensed Property** clause shall read in its entirety as follows:

- "1. The Licensed Language version of the "SHIMMER AND SHINE" name, trademark and logo used solely in connection with the VMN animated television series entitled "Shimmer and Shine" (the "**Shimmer and Shine Series**") and in connection with the Shimmer and Shine Series as broadcast in the Licensed Territory, all names, trademarks and likenesses of characters contained therein and in the localized styleguide and materials as owned and/or controlled by VMN (including its subsidiaries) and only as furnished and approved by VMN to Licensee on the terms set forth herein.

2. The Licensed Language version of "SpongeBob SquarePants" name, trademark and logo used solely in connection with the Viacom animated television series entitled "SpongeBob SquarePants" (the "**SpongeBob SquarePants Series**") and in connection with the SpongeBob SquarePants Series as broadcast in each local Territory, all names, trademarks and likenesses of characters contained therein and in the localized style-guide and materials as owned and/or controlled by VMN and only as furnished to Licensee and approved by VMN on the terms set forth herein.

For the avoidance of doubt, the Licensed Property of SpongeBob SquarePants does not include any elements as taken from any live action or other series or movie, existing or created, connected to the Licensed Property other than those expressly licensed above and expressly excluding the design property known as "SpongeBob by SpongeBob".

3. The name, trademark and logo used solely in connection with the Nickelodeon animated television series entitled "Top Wing" (the "Top Wing Series") and in connection with the Top Wing Series, certain names and/or likenesses of characters and other elements contained within. The Licensed Property may also include the Nickelodeon, Nick Jr. and/or other related trademarks used as a secondary feature. In all cases, elements of the Licensed Property are included solely as and to the extent such elements are cleared, furnished to Licensee and approved by VMN on the terms set forth herein.

2. 4. The Paw Patrol name, trademark and logo used in connection with the animated Nickelodeon television series entitled Paw Patrol (the "Paw Patrol Series"), as detailed under **Schedule 1** of this Agreement.

Notwithstanding anything herein to the contrary, the rights granted to Licensee under this Agreement shall include, but as a strictly subordinate and secondary feature, the NICKELODEON name, trademark and logo only; however, for the avoidance of doubt does not include any names, trademarks, logos or likenesses of characters and /or talent in a manner in which they are used in connection with a motion picture, theatrical or live stage presentation, prequel or sequel series for all products (regardless of whether such products are included within the categories of Licensed Products) based, derived or otherwise featuring the Licensed Property."

2. The **Licensed Products** clause of the **Nickelodeon Principal Terms** shall be amended to *delete* the following ~~struck-through~~ wording and *insert* the following double underlined wording, so that the amended **Licensed Products** clause shall read in its entirety as follows:

- "1. Balloons;
2. Balloon weights / accessories;
3. Banners;
4. Bicycle streamers;
5. Candles;
6. Centrepieces;
7. Confetti;
8. Cupcake cases;
9. Cupcake stands;
10. Disposable bowls;
11. Disposable cups;
12. Disposable plates;
13. Disposable utensils;
14. Drinking straws;
15. Flag banners;
16. 'Happy Birthday' banners;
17. Invitations / thank yous;
18. Metal boxes;
19. Cups with lid and straw;
20. Napkins;
21. Non-foil balloons;
22. Paper decorations;
23. Party bags;
24. Party favours;
25. Party hats;
26. Party horns;
27. Piñatas;
28. Storage boxes;
29. Table covers;
30. Tiaras; ~~and,~~
31. Treat bags; ~~only.~~ and,
32. Re-usable product range such as plates, cups and bowls; only.

Licensee acknowledges that irrespective of material of manufacture none of the Licensed Products shall consist of three-dimensional representation of a full character/figure. Accordingly, no Licensed Products licensed hereunder shall be developed and submitted for creative approval or manufactured, marketed, distributed or sold by Licensee which has a full body representation of any character from the Licensed Property (i.e. featuring a head, shoulders, torso, arms, and legs) but may for example comprise a head only or a combination of shoulders, arms and torso only of a character."

3. The **License Term** clause of the **Nickelodeon Principal Terms** shall be amended to *insert* the following double underlined wording, so that the amended **License Term** clause shall read in its entirety as follows:

"The period from the Effective Date until December 31st, 2019 inclusive, unless terminated earlier in accordance with this Agreement (the "**Initial License Term**")."

The period from January 1st, 2020 through December 31st, 2020 inclusive, unless terminated earlier in accordance with this Agreement (the "**Extended License Term**")."

(the "**Initial License Term**" and the "**Extended License Term**" shall be collectively referred to herein as "**License Term**")."

4. The **Guaranteed Minimum Royalty** clause of the **Nickelodeon Principal Terms** shall be amended to *delete* the following ~~struck through~~ wording and *insert* the following double underlined wording, so that the amended **Guaranteed Minimum Royalty** clause shall read in its entirety as follows:

"In respect of the Licensed Property of Shimmer and Shine Series, only:

The guaranteed minimum royalty for the License Term is [REDACTED] which shall be payable by Licensee as follows:

- [REDACTED] payable upon Licensee's execution hereof ("**Advance**");
- [REDACTED] payable on or before June 30th, 2018;
- [REDACTED] payable on or before December 31st, 2018; and,
- [REDACTED] payable on or before June 30th, 2019; only.

(the "**Shimmer and Shine Guarantee**")

Licensee shall only apply Royalties from sales of Licensed Products featuring the Licensed Property of Shimmer and Shine against the Shimmer and Shine Guarantee. In no event shall Royalties earned in respect of ~~the Licensed Property of Paw Patrol Series~~ any other Licensed Property be applied against the Nickelodeon Property Shimmer and Shine Guarantee.

In respect of the Licensed Property of Top Wing Series, only:

The guaranteed minimum royalty for the License Term is [REDACTED] which shall be payable by Licensee on or before July 31st, 2020.

(the "**Top Wing Series Guarantee**")

Licensee shall only apply Royalties from sales of Licensed Products featuring the Licensed Property of Top Wing Series against the Top Wing Series Guarantee. In no event shall Royalties earned in respect of any other property be applied against the Top Wing Series.

For the avoidance of doubt, the Guaranteed Minimum Royalty in respect of the Paw Patrol Series is as detailed under **Schedule 1** of this Agreement.

5. The **Licensed Products** clause of the **Paw Patrol Principal Terms** shall be amended to *delete* the following ~~struck through~~ wording and *insert* the following double underlined wording, so that the amended **Licensed Products** clause shall read in its entirety as follows:

1. Balloons;
2. Balloon weights / accessories;
3. Banners;
4. Bicycle streamers;
5. Candles;
6. Centrepieces;

7. Confetti;
8. Cupcake cases;
9. Cupcake stands;
10. Disposable bowls;
11. Disposable cups;
12. Disposable plates;
13. Disposable utensils;
14. Drinking straws;
15. Flag banners;
16. 'Happy Birthday' banners;
17. Invitations / thank yous;
18. Metal boxes;
19. Cups with lid and straw;
20. Napkins;
21. Non-foil balloons;
22. Paper decorations;
23. Party bags;
24. Party favours;
25. Party hats;
26. Party horns;
27. Piñatas;
28. Storage boxes;
29. Table covers;
30. Tiaras; and,
31. Treat bags; ~~only and~~
32. Re-usable product range such as plates, cups and bowls; only.

Licensee acknowledges that irrespective of material of manufacture none of the Licensed Products shall consist of three-dimensional representation of a full character/figure. Accordingly, no Licensed Products licensed hereunder shall be developed and submitted for creative approval or manufactured, marketed, distributed or sold by Licensee which has a full body representation of any character from the Licensed Property (i.e. featuring a head, shoulders, torso, arms, and legs) but may for example comprise a head only or a combination of shoulders, arms and torso only of a character."

6. The **License Term** clause of the **Paw Patrol Principal Terms** shall be amended to *insert* the following double underlined wording, so that the amended **License Term** clause shall read in its entirety as follows:

"The period from the Effective Date until December 31st, 2019 inclusive, unless terminated earlier in accordance with this Agreement (the "Initial License Term").

The period from January 1st, 2020 through December 31st, 2020 inclusive, unless terminated earlier in accordance with this Agreement (the "Extended License Term").

(the "Initial License Term" and the "Extended License Term" shall be collectively referred to herein as "License Term")."

7. The **Guaranteed Minimum Royalty** clause of the **Paw Patrol Principal Terms** shall be amended to *insert* the following double underlined wording, so that the amended **Guaranteed Minimum Royalty** clause shall read in its entirety as follows:

"In respect of the Initial License Term, only:

The guaranteed minimum royalty for the Initial License Term is [REDACTED] and shall be payable as follows:

- [REDACTED] payable upon Licensee's execution hereof ("**Advance**");
- [REDACTED] payable on or before June 30th, 2018;
- [REDACTED] payable on or before December 31st, 2018; and,

- [REDACTED] payable on or before June 30th, 2019; only.

(the "Initial License Term Paw Patrol Series Guarantee")

In respect of the Extended License Term, only:

The guaranteed minimum royalty for the Extended License Term is [REDACTED] and shall be payable as follows:

- [REDACTED] payable on or before October 31st, 2019;
- [REDACTED] payable on or before January 31st, 2020;
- [REDACTED] payable on or before October 31st, 2020.

(the "Extended License Term Paw Patrol Series Guarantee")

Licensee shall only apply Royalties from sales of Licensed Products during the Extended Term against the Extended License Term Paw Patrol Series Guarantee. In no event shall Royalties from sales of Licensed Products during the Initial License Term be applied against the Extended License Term Paw Patrol Series Guarantee.

(the "Initial License Term Paw Patrol Series Guarantee" and the "Extended License Term Paw Patrol Series Guarantee" shall be collectively referred to herein as "Paw Patrol Series Guarantee").

Licensee shall only apply Royalties from sales of Licensed Products featuring the Paw Patrol Series against the Paw Patrol Series Guarantee. In no event shall Royalties earned in respect of any other property be applied against the Paw Patrol Series Guarantee."

In all other respects the Agreement shall remain in full force and effect.

Nothing contained herein shall be deemed a waiver of any of VIMN BV's rights and remedies with respect to the performance of the Agreement at law or equity, all of which are expressly reserved, nor shall anything contained herein relieve Licensee of its obligations set forth in the Agreement.

In the event that the terms of this Amendment A conflict with the terms of the Agreement then these terms shall prevail but only to the extent that there is a conflict.

This Amendment A and any Dispute, claim, action, suit or other proceedings or questions arising out of or in connection with this Amendment A and/or Agreement including but not limited to the interpretation, performance, termination or expiration of this Amendment A and/or Agreement shall be exclusively governed by, and construed in accordance with, the substantive laws and decisions of the State of New York as would be applicable to contracts wholly made and to be performed within the State of New York without giving effect to the principles thereto relating to conflicts of law. Any Dispute, controversy or claim arising out of or in connection with this Amendment A and/or Agreement shall be made in accordance with **Clauses 20 and 21** of the Agreement and referred to and finally settled under the Rules of Arbitration of the International Chamber of Commerce which shall be conducted in accordance with the ICC Arbitration Rules in effect at the time of applying for arbitration.

[Signature page to follow]

Please indicate your acceptance of the foregoing by signing in the space provided below.

Very truly yours,

ACCEPTED AND AGREED TO:

PROCOS SA
("Licensee")

VIMN NETHERLANDS B.V.
("VIMN BV")

By: 
COSTAS PROCOS (Feb 6, 2020)

By: Jeannine Lafebre
Jeannine Lafebre (Feb 7, 2020)

Name: COSTAS PROCOS

Name: Jeannine Lafebre

Title: DELEGATED DIRECTOR

Title: Sr. Director

Date: Feb 6, 2020

Date: Feb 7, 2020