

CURRENCY.	Euro
NON-REFUNDABLE MINIMUM GUARANTEE.	██████████ (non-refundable; recoupable; withholding tax to be deducted therefrom, if applicable)
MG PAYMENT SCHEDULE:	Amount: ██████████ Due Date: ██████████ (ADVANCE) ON SIGNING OF THIS DEAL MEMO ██████████ within the 31/12/ 2018
LICENSE ROYALTY RATE: FOB:	<input checked="" type="checkbox"/> Net Sales: License rate is <u>12</u> %. Net Sales shall mean the gross amount of sales of the Licensed Products at the invoiced selling price, net of VAT and to the extent pre-approved by Licensor, returns, discounts and allowances.. <input type="checkbox"/> Other: ___% of Other. Provide definition for this license rate basis: _____ FOB Sales: <input type="checkbox"/> Applicable. For FOB sales, license rate is ___% of FOB selling price. <input checked="" type="checkbox"/> Not applicable - FOB sales are not permitted
ROYALTY PAYMENT SCHEDULE	<input checked="" type="checkbox"/> Quarterly. <input type="checkbox"/> Monthly <input type="checkbox"/> Others
Sell-off:	90 days
Number of Samples.	6 to Licensor / 6 to Agent
Launch Date:	SUMMER 2018 (TBC)
MARKETING OBLIGATIONS	Licensee commits to a total investment of 1% of the net sales as follows: Marketing Actions Trade Magazine (%) Newspaper/Magazine (%) TV (number of TV campaigns per year [...] and GRP [...]) (if available) (%) Trade shows (%) Catalogue (100%) Other (%)

<p>Approvals.</p> <p><u>Please arrange for all required signatures.</u></p>	<p>By: _____ Date: <u>25/06/2018</u></p> <p>LICENSEE</p> <p>By: _____ Date: <u>25 JUNE 2018</u></p> <p>LICENSOR</p>
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This Deal Memo has been duly authorized, executed and delivered by each of Licensor and Licensee and constitutes a valid and binding obligation of each of Licensor and Licensee, enforceable against each of them in accordance with its terms. . Any right not expressly granted to Licensee under this Deal Memo shall be reserved by Licensor and Licensor is entitled to exercise and exploit freely such right without any restriction. This Deal Memo is confidential and Licensee agrees that all information obtained under the terms of this Deal Memo shall not be disclosed to any third party or used other than for the activities contemplated hereunder except as required by law. Otherwise Parties understand and acknowledge that Mondo TV is a public company and might be required to notify to stock exchange authorities, through their website and the company's website, and thereby to the financial community certain information about the Agreement only to the extent legally required to disclose, and that any such notification shall not constitute a breach of this Agreement. Licensee acknowledges that Licensor is the exclusive owner of all right, title and interest in and to the Property and agrees that all use of the Property will inure to the benefit of Licensor. Licensee agrees to assign to Licensor any intellectual property right conceived and/or developed by or on behalf of Licensee embodying the Property, in whole or in part, or otherwise obtained by or vested in Licensee as a result of its activities under this Deal Memo and further agrees not to take any action which may harm or adversely affect Licensor's rights or goodwill in the Property. Licensee warrants that the Licensed Products shall be of acceptable quality that satisfies consumer expectations, making them merchantable and fit for their intended and foreseeable uses. Licensed Products shall be sourced, manufactured, marketed, distributed and sold in accordance with all applicable international, national, federal, state and local laws, treaties and governmental orders and industrial regulations, provided that Licensee shall be fully responsible for ensuring that any party employed or commissioned by Licensee for performance of this Deal Memo shall comply with such laws and regulations. If any ambiguity is found in this Deal Memo, Licensor shall have the right to issue any necessary clarification or instruction to Licensee. This [Deal Memo] shall be governed by and construed in accordance with the laws of England and Wales, and any disputes arising out of or in connection with this [Deal Memo] shall be finally settled by arbitration in accordance with the Rules of the International Chamber of Commerce. The number of arbitrators shall be three. The seat, or legal place, of arbitral proceedings shall be London, England. The language to be used in the arbitral proceedings shall be English. Arbitral award shall be final and binding upon the parties hereto.

PROSPECTIVE LICENSEE PROFILE FORM

Company name:
Private or Publicly traded Years in business:
Other properties represented by this company:
Main Product Category:
Rank in category applied for:
Main three(3) competitors for this product category:
Primary selling season:
Size of sales force:
Annual sales for past year:
How much does licensing represent in terms of overall revenue?
Trade Shows attended and dates:
Planned Promotional Tools: TV ad _____ Magazine ad _____ POP _____ PR _____ Other (specify)
Additional comments not to be put in agreement:

MANUFACTURING INFORMATION

Manufacturer's MUST complete a manufacturer's agreement and send it back to us signed.
Does potential licensee have an in-house art studio ? _____ Size : _____
Is the manufacturing done locally or is product imported? If so, from which country?
If potential licensee is not the manufacturer, who will be ? Provide complete contact information :
Manufacturer's Name:
Contact:
Address:
Country:
Email:
Telephone:

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