



The Walt Disney Company
Europe, Middle East & Africa

CONSUMER PRODUCTS
LICENSE AGREEMENT
BETWEEN

The Walt Disney Company Limited

and

Amscan International Limited

Agreement No. 100-1900007417

Schedule No. 1. and its Attachments (if any) together with the Standard Terms and Conditions (and its Exhibits) form the License Agreement ("License Agreement") between **The Walt Disney Company Limited ("Disney")**, with its principal place of business at **3 Queen Caroline Street, Hammersmith, London W6 9PE, United Kingdom** and **Amscan International Limited ("Licensee")**, with its principal place of business at **Brudenell Drive, Brinklow, Milton Keynes, MK10 0DA, United Kingdom**. The provisions of this Schedule shall be binding on Disney and Licensee upon full execution by both parties of the License Agreement. Capitalised terms in this Schedule are defined in this Schedule and in the Standard Terms and Conditions.

1. The Term begins on **1 October 2019** (the "Effective Date") and ends on **30 September 2021** (the "End Date").

Sales Period 1 : From 1 October 2019 to 31 December 2020

Sales Period 2 : From 1 January 2021 to 30 September 2021

2. **Territory:**

Territories	Countries
Baltics & Nordic	Estonia, Latvia, Lithuania, Bouvet Island, Denmark, Faeroe Islands, Finland, Greenland, Iceland, Norway, Queen Maud Land, Svalbard & Jan Mayen, Sweden
Benelux	Belgium, Luxembourg, Netherlands
Central Eastern Europe ("CEE")	Czech Republic, Slovakia, Hungary, Poland, Bulgaria, Romania, Albania, Bosnia and Herzegovina, Croatia, Macedonia, Montenegro, Serbia, Slovenia, Ukraine (excluding Crimea and Sevastopol), Moldova
France	France, French Guiana, French Polynesia, French Southern, Guadeloupe, Martinique, Mayotte, Monaco, New Caledonia, Reunion, St Pierre & Miquelon
Germany, Switzerland, Austria ("GSA")	Germany, Switzerland, Austria, Liechtenstein
Turkey, Israel, Greece ("TIG")	Turkey, Israel, Greece, Cyprus, Malta
Italy	Italy, San Marino, Vatican City

Middle East, North & Central Africa ("MENA")	Bahrain, Egypt, Iraq, Jordan, Kuwait, Lebanon, Oman, Qatar, Saudi Arabia, United Arab Emirates, Yemen, Algeria, Benin, Burkina Faso, Burundi, Cameroon, Central African Republic, Chad, Democratic Republic of the Congo, Djibouti, Equatorial Guinea, Ethiopia, Gabon, Ghana, Guinea, Ivory Coast, Liberia, Libya, Mali, Mauritania, Morocco, Niger, Rwanda, Senegal, Sierra Leone, Somalia, The Gambia, The Republic of the Congo, Togo, Tunisia, Western Sahara
Russia	Armenia, Azerbaijan, Belarus, Georgia, Kazakhstan, Kyrgyzstan, Russia, Tajikistan, Turkmenistan, Uzbekistan
South Africa ("SA")	Angola, Botswana, Comoros, Kenya, Lesotho, Madagascar, Malawi, Mauritius, Mozambique, Namibia, Nigeria, Seychelles, South Africa, Swaziland, Tanzania, Uganda, Zambia, Zimbabwe
Iberia	Andorra, Canary Island, Spain, Cape Verde Islands, Guinea-Bissau, Portugal, Sao Tome & Principe
UK	Bermuda, British Antarctic, British Indian Ocean, Falkland Islands, Gibraltar, Republic Of Ireland, Kiribati, St Helena, United Kingdom

3. **Properties:**

Characters from the Motion Picture: **DISNEY/PIXAR A BUGS LIFE** but only such characters and depictions of such characters, and accompanying Design Elements, as may be designated by Disney.

Characters from the Motion Picture: **DISNEY ALADDIN** but only such characters and depictions of such characters, and accompanying Design Elements, as may be designated by Disney.

Characters from the Motion Picture: **WALT DISNEY ALICE IN WONDERLAND** but only such characters and depictions of such characters, and accompanying Design Elements, as may be designated by Disney.

Characters from the live action television series tentatively entitled **AUSTIN & ALLY**, but only such characters and depictions of such characters, and accompanying artwork, designs and/or other elements, as may be designated by Disney in a style guide(s) or otherwise.

Characters from the Motion Picture: **WALT DISNEY BAMBI** but only such characters and depictions of such characters, and accompanying Design Elements, as may be designated by Disney.

Characters from the Motion Picture: **DISNEY BEAUTY AND THE BEAST** but only such characters and depictions of such characters, and accompanying Design Elements, as may be designated by Disney.

Characters from the live action motion picture entitled **BEAUTY AND THE BEAST**, but only such characters and depictions of such characters, and accompanying artwork, designs and/or other elements, as may be designated by Disney in a Style Guide(s) or otherwise.

Characters from the Motion Picture: **BIG HERO 6** but only such characters and depictions of such characters, and accompanying artwork, designs and/or other elements, as may be designated by Disney in a style guide(s) or otherwise.

Characters from the animated motion picture entitled **DISNEY•PIXAR BRAVE** (Formerly Bear and the Bow), but only such characters and depictions of such characters, and accompanying Design Elements, as may be designated by Disney in a style guide(s) or otherwise.

Characters from the Motion Picture: **DISNEY/PIXAR CARS** and the animated motion picture shorts released as **DISNEY•PIXAR CARS TOONS** but only such characters and depictions of such characters, and accompanying Design Elements, as may be designated by Disney.

Characters from the Motion Picture: **DISNEY•PIXAR CARS 2** but only such characters and depictions of such characters, and accompanying Design Elements, as may be designated by Disney.

Characters from the animated motion picture entitled **CARS 3**, but only such characters and depictions of such characters, and accompanying artwork, designs and/or other elements, as may be designated by Disney in a style guide(s) or otherwise.

Characters from the Motion Picture: **WALT DISNEY CINDERELLA** but only such characters and depictions of such characters, and accompanying Design Elements, as may be designated by Disney.

Characters from the live action motion picture entitled **CINDERELLA**, but only such characters and depictions of such characters, and accompanying artwork, designs and/or other elements, as may be designated by Disney in a style guide(s) or otherwise.

Characters from the **CLASSIC POOH** franchise (ie., characters from the stories by the late A.A. Milne entitled "Winnie the Pooh", "The House at Pooh Corner", "When We Were Very Young" and "Now We Are Six" in the style of the illustrations by the late E.H. Shepard), but only such characters and depictions of such characters, and accompanying artwork, designs and/or other elements, as may be designated by Disney in a style guide(s) or otherwise.

Characters from the animated motion picture entitled **COCO**, but only such characters and depictions of such characters, and accompanying artwork, designs and/or other elements, as may be designated by Disney in a style guide(s) or otherwise.

"**DISNEY CUTIES**" comprised of the following individual Disney Characters, all in the artistic style as defined by Disney as the "Cuties" Property style: **MICKEY MOUSE, MINNIE MOUSE, DONALD DUCK, DAISY DUCK, GOOFY, PLUTO, CHIP N'DALE, WINNIE THE POOH, CHRISTOPHER ROBIN, PIGLET, RABBIT, EYORE, TIGGER, OWL, GOPHER, KANGA, 101 DALMATIANS, ALICE IN WONDERLAND, LILO & STICH, PETER PAN, DISNEY PRINCESS, THE LION KING, THE LITTLE MERMAID, MARIE, BAMBI, THUMPER, FLOWER, and DUMBO**. For the avoidance of doubt, and without limitation, the "Disney Cuties" Property does not include (i) the Classic Pooh Property or (ii) any graphic representations of the above-designated characters which are not in the "Disney Cuties artistic style, as defined by Disney.

Characters from the live action television motion picture entitled **DESCENDANTS**, but only such characters and depictions of such characters, and accompanying artwork, designs and/or other elements, as may be designated by Disney in a Style Guide(s) or otherwise.

Characters from the **DISNEY BUDDIES** franchise, but only such characters and depictions of such characters, and accompanying artwork, designs and/or other elements, as may be designated by Disney in a style guide(s) or otherwise.

Characters from the **DISNEY VILLAINS** franchise (ie., **CRUELLA DE VIL** from the animated Walt Disney 101 Dalmatians, **QUEEN OF HEARTS** from Walt Disney Alice in Wonderland, **CAPTAIN HOOK** from Walt Disney Peter Pan, **EVIL QUEEN/WITCH** from Walt Disney Snow White and the Seven Dwarfs, **SI** and **AM** from Walt Disney Lady and the Tramp, **MALEFICENT** from Walt Disney Sleeping Beauty, **URSULA** from Disney The Little Mermaid, **DR. FACILIER** from The Princess and the Frog, **MOTHER GOTHEL** from Tangled), but only such characters and depictions of such characters, and accompanying artwork, designs, and/or other elements, as may be designated by Disney in a style guide(s) or otherwise.

Characters from the animated television series entitled **DOC MCSTUFFINS**, but only such characters and depictions of such characters, and accompanying artwork, designs, and/or other elements, as may be designated by Disney in a style guide(s) or otherwise.

Characters from the Motion Picture **WALT DISNEY DUMBO** but only such characters and depictions of such characters, and accompanying Design Elements, as may be designated by Disney.

Characters from the animated television series entitled **ELENA OF AVALOR**, but only such characters and depictions of such characters, and accompanying artwork, designs and/or other elements, as may be designated by Disney in a Style Guide(s) or otherwise.

DISNEY FAIRIES characters: eg., **TINKER BELL, BESS, FIRA, LILY, PRILLA, VIDIA, RANI** and **BECK**, but only such characters and such depictions of such characters, and accompanying Design Elements, as may be designated by Disney. All use of the name "Tinker Bell" must appear with character art.

Characters from the animated motion picture entitled **DISNEY•PIXAR FINDING DORY**, but only such characters and depictions of such characters, and accompanying artwork, designs and/or other elements, as may be designated by Disney in a style guide(s) or otherwise.

Characters from the Motion Picture: **DISNEY/PIXAR FINDING NEMO** but only such characters and depictions of such characters, and accompanying Design Elements, as may be designated by Disney.

Characters from the animated motion picture **FROZEN**, but only such characters and depictions of such characters, and accompanying artwork, designs and/or other elements, as may be designated by Disney in a style guide(s) or otherwise.

Characters from the animated television series **GOLDIE AND BEAR**, but only such characters and depictions of such characters, and accompanying artwork, designs and/or other elements, as may be designated by Disney in a Style Guide(s) or otherwise.

HANDY MANNY, but only depictions of such characters, and accompanying Design Elements, as may be designated by Disney.

Characters from the animated television series **HENRY HUGGLEMONSTER**, but only such characters and depictions of such characters, and accompanying artwork, designs and/or other elements, as may be designated by Disney in a style guide(s) or otherwise.

HIGH SCHOOL MUSICAL, but only depictions of such characters, and accompanying Design Elements, as may be designated by Disney.

HIGH SCHOOL MUSICAL 2, but only depictions of such characters, and accompanying Design Elements, as may be designated by Disney.

HIGH SCHOOL MUSICAL 3: SENIOR YEAR, but only depictions of such characters, and accompanying Design Elements, as may be designated by Disney.

Characters from the animated motion picture entitled **DISNEY•PIXAR INSIDE OUT**, but only such characters and depictions of such characters, and accompanying artwork, designs and/or other elements, as may be designated by Disney in a style guide(s) or otherwise.

Characters from the animated television series **JAKE AND THE NEVER LAND PIRATES**, but only such characters and depictions of such characters, and accompanying artwork, designs, and/or other elements, as may be designated by Disney in a style guide(s) or otherwise.

Characters from the theatrical motion picture entitled **THE JUNGLE BOOK - LIVE ACTION**, but only such characters and depictions of such characters, and accompanying artwork, designs and/or other elements, as may be designated by Disney in a Style Guide(s) or otherwise.

Characters from the Motion Picture: **WALT DISNEY LADY AND THE TRAMP** but only such characters and depictions of such characters, and accompanying Design Elements, as may be designated by Disney.

Characters from the Motion Picture: **DISNEY LILO & STITCH** but only such characters and depictions of such characters, and accompanying Design Elements, as may be designated by Disney.

Characters from the live action motion picture entitled **MALEFICENT**, but only such characters and depictions of such characters, and accompanying artwork, designs and/or other elements, as may be designated by Disney in a style guide(s) or otherwise.

Characters from the animated television series entitled **MILES FROM TOMORROWLAND**, but only such characters and depictions of such characters, and accompanying artwork, designs and/or other elements, as may be designated by Disney in a style guide(s) or otherwise.

Characters from the animated motion picture entitled **MOANA** or **VAIANA**, but only such characters and depictions of such characters, and accompanying artwork, designs and/or other elements, as may be designated by Disney in a Style Guide(s) or otherwise.

Characters from the Motion Picture: **DISNEY/PIXAR MONSTERS INC.** but only such characters and depictions of such characters, and accompanying Design Elements, as may be designated by Disney.

Characters from the Motion Picture: **DISNEY•PIXAR MONSTERS UNIVERSITY** but only such characters and depictions of such characters, and accompanying Design Elements, as may be designated by Disney.

Characters from the Motion Picture: **DISNEY MULAN** but only such characters and depictions of such characters, and accompanying Design Elements, as may be designated by Disney.

Characters from the **MUPPETS** franchise (i.e., **KERMIT THE FROG, MISS PIGGY, FOZZIE BEAR, ANIMAL, CAMILLA, GONZO, SWEDISH CHEF, SAM THE EAGLE, ROWLF, DR. BUNSEN HONEYDEW, BEAKER, STATLER** and **WALDORF**), but only depictions of such characters and accompanying artwork, designs, and/or other elements, as may be designated by Disney in a style guide(s) or otherwise.

Characters from the live action motion picture **MUPPETS MOST WANTED**, but only such characters and depictions of such characters, and accompanying artwork, designs, and/or other elements, as may be designated by Disney in a Style Guide(s) or otherwise.

Characters from the Motion Picture: **DISNEY 101 DALMATIANS** but only such characters and depictions of such characters, and accompanying Design Elements, as may be designated by Disney.

Characters from the Motion Picture: **WALT DISNEY PETER PAN** but only such characters and depictions of such characters, and accompanying Design Elements, as may be designated by Disney.

Characters from the Motion Picture: **WALT DISNEY PINOCCHIO** but only such characters and depictions of such characters, and accompanying Design Elements, as may be designated by Disney.

Characters from the Motion Picture: **PIRATES OF THE CARIBBEAN – CURSE OF THE BLACK PEARL** but only such characters and depictions of such characters, and accompanying Design Elements, as may be designated by Disney.

Characters from the Motion Picture: **PIRATES OF THE CARIBBEAN – DEAD MAN'S CHEST** but only such characters and depictions of such characters, and accompanying Design Elements, as may be designated by Disney.

Characters from the Motion Picture: **PIRATES OF THE CARIBBEAN – AT WORLD'S END** but only such characters and depictions of such characters, and accompanying Design Elements, as may be designated by Disney.

Characters from the Motion Picture: **PIRATES OF THE CARIBBEAN: ON STRANGER TIDES** but only such characters and depictions of such characters, and accompanying Design Elements, as may be designated by Disney.

Characters from the live action motion picture entitled **PIRATES OF THE CARIBBEAN: THE REVENGE OF SALAZAR**, but only such characters and depictions of such characters, and accompanying artwork, designs and/or other elements, as may be designated by Disney in a Style Guide(s) or otherwise.

Characters from the animated motion picture entitled **DISNEY PLANES**, but only such characters and depictions of such characters, and accompanying artwork, designs and/or other elements, as may be designated by Disney in a style guide(s) or otherwise.

Characters from the animated motion picture entitled **DISNEY PLANES: FIRE & RESCUE**, but only such characters and depictions of such characters, and accompanying artwork, designs and/or other elements, as may be designated by Disney in a style guide(s) or otherwise.

Characters from the Motion Picture: **DISNEY POCAHONTAS** but only such characters and depictions of such characters, and accompanying Design Elements, as may be designated by Disney.

Characters from the **WINNIE THE POOH** franchise (i.e., **WINNIE THE POOH, CHRISTOPHER ROBIN, PIGLET, RABBIT, EYORE, TIGGER, OWL, GOPHER, KANGA** and **ROO**), but only such characters and depictions of such characters, and accompanying artwork, designs, and/or other elements, as may be designated by Disney in a style guide(s) or otherwise.

DISNEY PRINCESS characters: ie., **ARIEL** from Disney The Little Mermaid, **SNOW WHITE** from Walt Disney Snow White and the Seven Dwarfs, **CINDERELLA** from Walt Disney Cinderella, **SLEEPING BEAUTY** from Walt Disney Sleeping Beauty, **JASMINE** from Disney Aladdin, **BELLE** from Disney Beauty and the Beast, **MULAN** from Disney Mulan, **POCAHONTAS** from Disney Pocahontas, **TIANA** from Disney's The Princess and the Frog, and **RAPUNZEL** from Disney Tangled, but only depictions of such characters, and accompanying Design Elements, as may be designated by Disney.

Characters from the animated television series entitled **PUPPY DOG PALS**, but only such characters and depictions of such characters, and accompanying artwork, designs and/or other elements, as may be designated by Disney in a Style Guide(s) or otherwise.

Characters from the Motion Picture: **DISNEY/PIXAR RATATOUILLE** but only such characters and depictions of such characters, and accompanying Design Elements, as may be designated by Disney.

Characters from the Motion Picture: **WALT DISNEY ROBIN HOOD** but only such characters and depictions of such characters, and accompanying Design Elements, as may be designated by Disney.

Characters from the Motion Picture: **WALT DISNEY SLEEPING BEAUTY** but only such characters and depictions of such characters, and accompanying Design Elements, as may be designated by Disney.

Characters from the Motion Picture: **WALT DISNEY SNOW WHITE AND THE SEVEN DWARFS** but only such characters and depictions of such characters, and accompanying Design Elements, as may be designated by Disney.

Characters from the animated television series **SOFIA THE FIRST**, but only such characters and depictions of such characters, and accompanying artwork, designs, and/or other elements, as may be designated by Disney in a style guide(s) or otherwise.

Characters from the live action television series entitled **SOY LUNA**, but only such characters and depictions of such characters, and accompanying artwork, designs and/or other elements, as may be designated by Disney in a Style Guide(s) or otherwise.

DISNEY STANDARD CHARACTERS: ie., **MICKEY MOUSE, MINNIE MOUSE, DONALD DUCK, DAISY DUCK, PLUTO, CHIP'N DALE, DISNEY BABIES** and **GOOFY**, but only depictions of such characters, and accompanying Design Elements, as may be designated by Disney.

Characters from the book series **STAR DARLINGS**, but only such characters and depictions of such characters, and accompanying artwork, designs, textual materials, and/or other elements, as may be designated by Disney in a Style Guide(s) or otherwise.

Characters from the Motion Picture: **DISNEY TANGLED** but only such characters and depictions of such characters, and accompanying Design Elements, as may be designated by Disney.

Characters from the animated television series entitled **TANGLED**, but only such characters and depictions of such characters, and accompanying artwork, designs and/or other elements, as may be designated by Disney in a style guide(s) or otherwise.

Characters from the live action television motion picture entitled **TEEN BEACH MOVIE 2**, but only such characters and depictions of such characters, and accompanying artwork, designs and/or other elements, as may be designated by Disney in a style guide(s) or otherwise.

Characters from the Motion Picture: **WALT DISNEY THE ARISTOCATS** but only such characters and depictions of such characters, and accompanying Design Elements, as may be designated by Disney.

Characters from the Motion Picture: **DISNEY THE FOX AND THE HOUND** but only such characters and depictions of such characters, and accompanying Design Elements, as may be designated by Disney.

Characters from the animated motion picture entitled **DISNEY•PIXAR THE GOOD DINOSAUR**, but only such characters and depictions of such characters, and accompanying artwork, designs and/or other elements, as may be designated by Disney in a style guide(s) or otherwise.

Characters from the Motion Picture: **DISNEY/PIXAR THE INCREDIBLES** but only such characters and depictions of such characters, and accompanying Design Elements, as may be designated by Disney.

Characters from the Motion Picture: **WALT DISNEY THE JUNGLE BOOK** but only such characters and depictions of such characters, and accompanying Design Elements, as may be designated by Disney.

Characters from the Motion Picture: **DISNEY THE LION KING** but only such characters and depictions of such characters, and accompanying Design Elements, as may be designated by Disney.

Characters from the animated television series entitled **THE LION GUARD**, but only such characters and depictions of such characters, and accompanying artwork, designs and/or other elements, as may be designated by Disney in a Style Guide(s) or otherwise.

Characters from the Motion Picture: **DISNEY THE LITTLE MERMAID** but only such characters and depictions of such characters, and accompanying Design Elements, as may be designated by Disney.

Characters from the live action television series entitled **THE LODGE**, but only such characters and depictions of such characters, and accompanying artwork, designs and/or other elements, as may be designated by Disney in a Style Guide(s) or otherwise.

Characters from the motion picture **TIM BURTON'S THE NIGHTMARE BEFORE CHRISTMAS** but only such characters and depictions of such characters, and accompanying Design Elements, as may be designated by Disney.

Characters from the Motion Picture: **DISNEY TINKER BELL MOVIE** but only such characters and depictions of such characters, and accompanying Design Elements, as may be designated by Disney.

Characters from the animated motion picture Disney **TOY STORY** (eg., BUZZ LIGHTYEAR, WOODY, HAMM, REX, BO PEEP, LITTLE GREEN MEN (aliens), GREEN ARMY MEN, SID AND HIS MUTANT TOYS, MR. SPELL, RC CAR and ROCKY GIBRALTAR), but only depictions of such characters, and accompanying artwork, designs, and/or other elements, as may be designated by Disney in a style guide(s) or otherwise.

Characters from the animated motion picture Disney/Pixar **TOY STORY 2** (eg., JESSIE, BULLSEYE, PROSPECTOR, WHEEZY, ZURG, and AL, and certain of the characters from **TOY STORY** (ie., BUZZ LIGHTYEAR), but only depictions of such characters, and accompanying artwork, designs, and/or other elements, as may be designated by Disney in a style guide(s) or otherwise.

Characters from the animated motion picture **DISNEY•PIXAR TOY STORY 3**, and the animated motion picture short form content **DISNEY•PIXAR TOY STORY TOONS**, **TOY STORY OF TERROR** and **TOY STORY THAT TIME FORGOT**, but only depictions of such characters, and accompanying artwork, designs, and/or other elements, as may be designated by Disney in a style guide(s) or otherwise.

Characters from the animated motion picture entitled **TOY STORY 4**, but only such characters and depictions of such characters, and accompanying artwork, designs and/or other elements, as may be designated by Disney in a style guide(s) or otherwise.

DISNEY TSUM TSUM brand name, logo and art style for use in connection only with characters from Properties as may be designated by Disney and licensed separately hereunder, but only such characters and depictions of such characters, and accompanying artwork, designs and/or other elements, as may be designated by Disney in a Style Guide(s) or otherwise. For the avoidance of doubt, and without limitation, the "**Disney TSUM TSUM**" Property does not include (i) the Classic Pooh Property or (ii) any graphic representation of the Properties which are not in the "**Disney TSUM TSUM**" artistic style, as defined by Disney.

Characters from the Motion Picture: **DISNEY/PIXAR UP** but only such characters and depictions of such characters, and accompanying Design Elements, as may be designated by Disney.

Characters from the animated television series entitled **VAMPIRINA BALLERINA**, but only such characters and depictions of such characters, and accompanying artwork, designs and/or other elements, as may be designated by Disney in a Style Guide(s) or otherwise.

Characters from the live action television series **VIOLETTA**, but only such characters and depictions of such characters, and accompanying artwork, designs and/or other elements, as may be designated by Disney in a style guide(s) or otherwise.

Characters from the Motion Picture: **DISNEY/PIXAR W.A.L.L.●E** but only such characters and depictions of such characters, and accompanying Design Elements, as may be designated by Disney.

Characters from the app game **WHERE'S MY WATER?**, but only such characters and depictions of such characters, and accompanying artwork, designs, and/or other elements, as may be designated by Disney in a style guide(s) or otherwise.

Characters from the animated motion picture **WRECK-IT RALPH**, but only such characters and depictions of such characters, and accompanying artwork, designs, and/or other elements, as may be designated by Disney in a style guide(s) or otherwise.

Characters from the animated motion picture **ZOOTOPIA** (also known as **ZOOTROPOLIS** in certain territories), but only such characters and depictions of such characters, and accompanying artwork, designs and/or other elements, as may be designated by Disney in a style guide(s) or otherwise.

Characters and elements from the digital app **DISNEY EMOJI CLASSIC**, but only such characters and depictions of such characters, and accompanying artwork, designs and/or other elements, as may be designated by Disney in a Style Guide(s) or otherwise. Licensee may only use the following Style Guides in connection with the **DISNEY EMOJI** property: Disney Emoji Classic Style Guide

Characters and elements from the digital app **DISNEY EMOJI FROZEN**, but only such characters and depictions of such characters, and accompanying artwork, designs and/or other elements, as may be designated by Disney in a Style Guide(s) or otherwise. Licensee may only use the following Style Guides in connection with the **DISNEY EMOJI** property: Disney Emoji Frozen Style Guide

Characters and elements from the digital app **DISNEY EMOJI PIXAR**, but only such characters and depictions of such characters, and accompanying artwork, designs and/or other elements, as may be designated by Disney in a Style Guide(s) or otherwise. Licensee may only use the following Style Guides in connection with the **DISNEY EMOJI** property: Disney Emoji Pixar Style Guide

Characters and elements from the digital app **DISNEY EMOJI PRINCESS**, but only such characters and depictions of such characters, and accompanying artwork, designs and/or other elements, as may be designated by Disney in a Style Guide(s) or otherwise. Licensee may only use the following Style Guides in connection with the **DISNEY EMOJI** property: Disney Emoji Princess Style Guide

Characters from the animated motion picture entitled **THE INCREDIBLES 2**, but only such characters and depictions of such characters, and accompanying artwork, designs and/or other elements, as may be designated by Disney in a Style Guide(s) or otherwise.

Characters from the live action television motion picture entitled **DESCENDANTS 2**, but only such characters and depictions of such characters, and accompanying artwork, designs and/or other elements, as may be designated by Disney in a Style Guide(s) or otherwise.

Characters from the **PRESCHOOL/DISNEY JR. MICKEY & FRIENDS** franchise, but only such characters and depictions of such characters, and accompanying artwork, designs and/or other elements, as may be designated by Disney in a Style Guide(s) or otherwise.

Characters from the **PRESCHOOL/DISNEY JR. MINNIE & FRIENDS** franchise, but only such characters and depictions of such characters, and accompanying artwork, designs and/or other elements, as may be designated by Disney in a Style Guide(s) or otherwise.

Characters from the animated motion picture entitled **RALPH BREAKS THE INTERNET: WRECK-IT RALPH 2**, but only such characters and depictions of such characters, and accompanying artwork, designs and/or other elements, as may be designated by Disney in a Style Guide(s) or otherwise.

Characters from the following original Motion Picture: **MARY POPPINS**, but only such characters and depictions of such characters, and accompanying Design Elements, as may be designated by Disney.

Characters from the live action motion picture entitled **MARY POPPINS RETURNS**, but only such characters and depictions of such characters, and accompanying artwork, designs and/or other elements, as may be designated by Disney in a Style Guide(s) or otherwise.

Characters from the 2019 live action motion picture **DUMBO**, but only such characters and depictions of such characters, and accompanying designs, artwork and other elements, as may be designated by Disney in a style guide(s) or otherwise.

Characters from the 2019 live action motion picture **THE LION KING**, but only such characters and depictions of such characters, and accompanying designs, artwork and other elements, as may be designated by Disney in a style guide(s) or otherwise.

Characters from the animated television series **MUPPET BABIES**, but only such characters and depictions of such characters, and accompanying artwork, designs and/or other elements, as may be designated by Disney in a style guide(s) or otherwise.

Characters from the live action motion picture **A WRINKLE IN TIME**, but only such characters and depictions of such characters, and accompanying designs, artwork and other elements, as may be designated by Disney in a style guide(s) or otherwise.

Characters from the live action motion picture **CHRISTOPHER ROBIN**, but only such characters and depictions of such characters, and accompanying designs, artwork and other elements, as may be designated by Disney in a style guide(s) or otherwise.

Characters from the animated television series **FANCY NANCY**, but only such characters and depictions of such characters, and accompanying artwork, designs and/or other elements, as may be designated by Disney in a style guide(s) or otherwise.

Characters from the animated motion picture **FROZEN 2**, but only such characters and depictions of such characters, and accompanying artwork, designs and/or other elements, as may be designated by Disney in a style guide(s) or otherwise.

Characters from the 2019 live action motion picture **ALADDIN**, but only such characters and depictions of such characters, and accompanying designs, artwork and other elements, as may be designated by Disney in a style guide(s) or otherwise.

Characters from the animated television series **101 DALMATIAN STREET**, but only such characters and depictions of such characters, and accompanying artwork, designs and/or other elements, as may be designated by Disney in a style guide(s) or otherwise.

Characters from the animated television series **DUCKTALES**, but only such characters and depictions of such characters, and accompanying artwork, designs and/or other elements, as may be designated by Disney in a style guide(s) or otherwise.

Characters from the animated television series entitled **BIG HERO 6: THE SERIES**, but only such characters and depictions of such characters, and accompanying artwork, designs and/or other elements, as may be designated by Disney in a style guide(s) or otherwise.

Characters from the live action motion picture **ARTEMIS FOWL**, but only such characters and depictions of such characters, and accompanying designs, artwork and other elements, as may be designated by Disney in a style guide(s) or otherwise.

Characters from the live action motion picture **MALEFICENT 2**, but only such characters and depictions of such characters, and accompanying designs, artwork and other elements, as may be designated by Disney in a style guide(s) or otherwise.

Characters from the 2020 live action motion picture **MULAN**, but only such characters and depictions of such characters, and accompanying designs, artwork and other elements, as may be designated by Disney in a style guide(s) or otherwise.

Characters from the animated television series **T.O.T.S (TINY ONES TRANSPORT SERVICE)**, but only such characters and depictions of such characters, and accompanying artwork, designs and/or other elements, as may be designated by Disney in a style guide(s) or otherwise.

Characters from the live action motion picture **JUNGLE CRUISE**, but only such characters and depictions of such characters, and accompanying designs, artwork and other elements, as may be designated by Disney in a style guide(s) or otherwise.

Characters from the live action television motion picture **DESCENDANTS 3**, but only such characters and depictions of such characters, and accompanying artwork, designs and/or other elements, as may be designated by Disney in a Style Guide(s) or otherwise.

Characters from the live action television series **DISNEY ♥BIA**, but only such characters and depictions of such characters, and accompanying artwork, designs and/or other elements, as may be designated by Disney in a Style Guide(s) or otherwise.

Characters from the interactive video game **DISNEY EPIC MICKEY 2**, but only such characters and depictions of such characters, and accompanying artwork, designs, and/or other elements, as may be designated by Disney in a style guide(s) or otherwise.

Characters from the following Motion Pictures: **DISNEY HERCULES, DISNEY THE HUNCHBACK OF NOTRE DAME, DISNEY SWORD IN THE STONE**, but only such characters and depictions of such characters, and accompanying Design Elements, as may be designated by Disney.

Characters from the animated television series **MUPPET BABIES**, but only such characters and depictions of such characters, and accompanying artwork, designs and/or other elements, as may be designated by Disney in a style guide(s) or otherwise.

Characters from the animated motion picture **ONWARD**, but only such characters and depictions of such characters, and accompanying artwork, designs and/or other elements, as may be designated by Disney in a style guide(s) or otherwise.

4. **Licensed Products and Product Categories:**

Product Categories	Licensed Product Description
Foil Balloons	Foil/Mylar Balloons
Latex Balloons	Latex/LED Latex Balloons, Latex Balloon Banner Kit (Latex Balloons plus HB Banner - Must be sold together)
Party Goods	Disposable Party Games and Party Arts & Crafts to be sold individually or in compendiums. Games must be multi-player. Examples include but are not restricted

	to Treasure Hunts, Tiara Making, Balloon Races, Pin the Tail and Bingo.
Cake Candles	Wax Birthday Candles
Cake Toppers	Cupcake Topper and Cake Decorations (Paper only)
Party Accessories	Cupcake Cases, Cupcake Stands, Confetti, Paper Face Masks, Eye Patch, Guest Sign and Balloon Weights, Fabric Balloon Covers, Plastic Party Hats (to be sold in Multipacks - Minimum of 4 in each Pack), Plastic Tiaras (to be sold in Multipacks - Minimum of 4 in each Pack), Plastic Headbands(to be sold in Multipacks - Minimum of 4 in each Pack), Party Invitations, Kids Face Paint
Party Blow Outs	Party Blow Outs
Party Decoration Banners	Wall Decorations (i.e. Scene Setters), Hanging Decorations (i.e. Swirl/Cutout/Dangling Decorations), Personalised Party Decorations (Personalisation must be add a name or an age), Personalised Party Banners (Personalisation must be add a name or an age).
Party Favors	Party Favors
Party Novelty & Décor	Table Centre Pieces and Award Ribbons, 2D and 3D pinatas, Lanterns (hanging and sold with sticks)

5. **Royalty Rates:**

For Net Invoiced Billings Transactions:

Start Date	End Date	Properties	Licensed Products	In Sales (% of Net Invoiced Billings)	Out Sales (% of Net Invoiced Billings)
01/10/2019	31/12/2020	All <i>except</i> Frozen, Frozen II	All <i>except</i> Foil Balloons	██████	██████
01/10/2019	31/12/2020	Frozen, Frozen II	All <i>except</i> Foil Balloons	██████	██████
01/10/2019	31/12/2020	All <i>except</i> Frozen, Frozen II	Foil Balloons	██████	██████
01/10/2019	31/12/2020	Frozen, Frozen II	Foil Balloons	██████	██████
01/01/2021	30/09/2021	All	All <i>except</i> Foil Balloons	██████	██████
01/01/2021	30/09/2021	All	Foil Balloons	██████	██████

Royalty Payment Period: Each calendar quarterly period during the Term and Sell-Off Period (if applicable).

6. **Guarantee instalments during the Term of this Schedule (if any):**

	Sales Period		Guarantee Amount	Guarantee Instalment Payment Schedule	
	From	To		Due Date	Amount
1	01/10/2019	31/12/2020	██████	01/10/2019	██████
				01/01/2020	██████
				01/04/2020	██████

				01/07/2020	[REDACTED]
				01/10/2020	[REDACTED]
	Territories		Benelux, France		
2	01/10/2019	31/12/2020	[REDACTED]	01/10/2019	[REDACTED]
				01/01/2020	[REDACTED]
				01/04/2020	[REDACTED]
				01/07/2020	[REDACTED]
				01/10/2020	[REDACTED]
	Territories		Iberia		
3	01/10/2019	31/12/2020	[REDACTED]	01/10/2019	[REDACTED]
				01/01/2020	[REDACTED]
				01/04/2020	[REDACTED]
				01/07/2020	[REDACTED]
				01/10/2020	[REDACTED]
	Territories		UK		
4	01/10/2019	31/12/2020	[REDACTED]	01/10/2019	[REDACTED]
				01/01/2020	[REDACTED]
				01/04/2020	[REDACTED]
				01/07/2020	[REDACTED]
				01/10/2020	[REDACTED]
	Territories		Italy		
5	01/10/2019	31/12/2020	[REDACTED]	01/10/2019	[REDACTED]
				01/01/2020	[REDACTED]
				01/04/2020	[REDACTED]
				01/07/2020	[REDACTED]
				01/10/2020	[REDACTED]
	Territories		MENA		
6	01/10/2019	31/12/2020	[REDACTED]	01/10/2019	[REDACTED]
				01/01/2020	[REDACTED]
				01/04/2020	[REDACTED]
				01/07/2020	[REDACTED]
				01/10/2020	[REDACTED]
	Territories		GSA		
7	01/10/2019	31/12/2020	[REDACTED]	01/10/2019	[REDACTED]
				01/01/2020	[REDACTED]
				01/04/2020	[REDACTED]
				01/07/2020	[REDACTED]
				01/10/2020	[REDACTED]
	Territories		CEE		
8	01/10/2019	31/12/2020	[REDACTED]	01/10/2019	[REDACTED]
				01/01/2020	[REDACTED]
				01/04/2020	[REDACTED]
				01/07/2020	[REDACTED]
				01/10/2020	[REDACTED]
	Territories		Baltics & Nordic, TIG, SA		
9	01/10/2019	31/12/2020	[REDACTED]	01/10/2019	[REDACTED]
				01/01/2020	[REDACTED]
				01/04/2020	[REDACTED]
				01/07/2020	[REDACTED]
				01/10/2020	[REDACTED]
	Territories		Russia		
10	01/01/2021	30/09/2021	[REDACTED]	01/01/2021	[REDACTED]
				01/04/2021	[REDACTED]
				01/07/2021	[REDACTED]

	Territories		Baltics & Nordic, TIG, SA		
11	01/01/2021	30/09/2021	[REDACTED]	01/01/2021	[REDACTED]
				01/04/2021	[REDACTED]
				01/07/2021	[REDACTED]
	Territories		France, Benelux		
12	01/01/2021	30/09/2021	[REDACTED]	01/01/2021	[REDACTED]
				01/04/2021	[REDACTED]
				01/07/2021	[REDACTED]
	Territories		GSA		
13	01/01/2021	30/09/2021	[REDACTED]	01/01/2021	[REDACTED]
				01/04/2021	[REDACTED]
				01/07/2021	[REDACTED]
	Territories		MENA		
14	01/01/2021	30/09/2021	[REDACTED]	01/01/2021	[REDACTED]
				01/04/2021	[REDACTED]
				01/07/2021	[REDACTED]
	Territories		UK		
15	01/01/2021	30/09/2021	[REDACTED]	01/01/2021	[REDACTED]
				01/04/2021	[REDACTED]
				01/07/2021	[REDACTED]
	Territories		CEE		
16	01/01/2021	30/09/2021	[REDACTED]	01/01/2021	[REDACTED]
				01/04/2021	[REDACTED]
				01/07/2021	[REDACTED]
	Territories		Italy		
17	01/01/2021	30/09/2021	[REDACTED]	01/01/2021	[REDACTED]
				01/04/2021	[REDACTED]
				01/07/2021	[REDACTED]
	Territories		Iberia		
18	01/01/2021	30/09/2021	[REDACTED]	01/01/2021	[REDACTED]
				01/04/2021	[REDACTED]
				01/07/2021	[REDACTED]
	Territories		Russia		

Each of such Guarantees shall apply to each group of Territories, Sales Periods, Properties and Licensed Products, as applicable, as separate accounts, and shall not be cross-collateralised between and among Territories, Sales Periods, Properties and Licensed Products.

7. **License Administration Fee:** Not Applicable

8. **Samples:** 6 SKU's of each Licensed Product (with packaging) to be sent to the following address:

Disney: The Walt Disney Company Limited
Address: 3 Queen Caroline Street, Hammersmith, London W6 9PE, United Kingdom
Attention: Katherine Drew

9. **Earliest On Shelf Date:** No earlier than six (6) weeks prior to the film release date in each territory for the Properties listed below:

Property:
Frozen II
Jungle Cruise (Live Action)
Maleficent 2 (Live Action)
Mulan (Live Action)

Onward
T.O.T.S. (TINY ONES TRANSPORT SERVICE)
Bia
Artemis Fowl

10. **Promotion Commitment:** During each Sales Period, the percentage of the cumulative total of Net Invoiced Billings and Consumer Sales in the Territory or the fixed sum, as set out below:

Promotion Commitment Percentage	Promotion Commitment Amount
1.00%	Not Applicable

11. **CMF Contribution:** The percentage of the cumulative total of Net Invoiced Billings and Consumer Sales in the Passive Sales Territory or the fixed sum, as set out below:

CMF Percentage	CMF Amount	Due Date
1.00%	Not Applicable	Quarterly

12. **Sell-Off Period:** 3 months (if granted)

13. **Address for Notices:**

Licensee: **Amscan International Limited**
Address: Brudenell Drive, Brinklow, Milton Keynes, MK10 0DA, United Kingdom
email: mbeer@amscan-uk.co.uk
Attention: Managing Director

Licensee Emergency Contact Number:

Disney: **The Walt Disney Company Limited**
Address: 3 Queen Caroline Street, Hammersmith, London, W6 9PE, England
email: EMEA.DCP.Contract.Management@disney.com
Attention: Contract Management Centre

14. **Legal Notices/Special Provisions:**

The word Disney or the letter D in the Disney signature script together or alone may not be featured on the exterior of a Licensed Product which features any Disney Character Artwork on its exterior except that the word Disney in the Disney signature script may be featured on the exterior of such a Licensed Product but only as part of a relevant film title relating to the featured Disney Character Artwork as may be designated by Disney. "Disney Character Artwork" means the image of a character from one of the Properties and/or the name of a character from one of the Properties and the title of any film listed in the Properties but does not include generic terms for groups of characters (as an example and without limitation the term "Princess").

General Disney Intellectual Property Notice

Without limiting the provisions of Section 9 of the Agreement, and if any other special copyright provision is not applicable under this Section, the Licensed Products and PA Materials shall display a copyright notice as follows:

© Disney

For Licensed Products using the **DISNEY/PIXAR CARS** Property:

- Intellectual Property Notice:** © Disney/Pixar

- a) When using the **DISNEY/PIXAR CARS** (or **DISNEY•PIXAR CARS TOONS**) Properties characters or backgrounds identified below (if licensed hereunder), in addition to the © Disney/Pixar, Licensee agrees to include the following long form trademark and/or intellectual property on Licensed Products and any PA Materials bearing artwork from the applicable **DISNEY/PIXAR CARS** (or **DISNEY•PIXAR CARS TOONS**) character(s) or background(s). However, where it is impracticable to use the long form notice because space is extremely limited (eg. on a hang tag or neck label), Licensee agrees to use the appropriate short form notices identified in the chart below:

Character Name	Long Form Legal Notice	Short Form Notice	Restrictions
Akiko (<i>from CARS TOONS Tokyo Mater</i>)			No use in connection with beverages, apparel, stationery products, or related products.
Antonio Veloce Eccellente	Maserati logos and model designations are trademarks of Maserati S.p.A. and are used under license.	Maserati™	No use of "Ferrari Racing Team" or "Foreign Circuit Italian Division."
Banshee (<i>from Pixar Short, Mater and the Ghostlight</i>)			No use of "Banshee" apart from use on truck character. This is NOT a character name.
Big D (<i>from CARS TOONS Mater P.I.</i>)			No use in connection with beverages.
Black Hawk (<i>from CARS TOONS Air Mater</i>)			No use in connection with toys.
Blue Hawk (<i>from CARS TOONS Air Mater</i>)			No use in connection with radio-controlled model aircraft or for golf-related products.
Bob Cutlass			No personal care items for adults.
Bozz (<i>from CARS TOONS Tokyo Mater</i>)			No use in connection with cosmetics, scooters, electronics, or related products.
Brent Mustangburger (<i>from CARS TOONS RS 500 ½</i>)	Mustang is a trademark of Ford Motor Company.	Mustang™	If "RSN" is shown side of car, then the words "Racing Sports Network" must also be included.
Cadillac Range background	Background inspired by the Cadillac Ranch by Ant Farm (Lord, Michels and Marquez) © 1974.		

	<i>Note: Must be the same size as "©Disney/Pixar" notice</i>		
Cho (from CARS TOONS Tokyo Mater)			No use in connection with apparel, foods, or related products.
Costanzo Della Corsa	Maserati logos and model designations are trademarks of Maserati S.p.A. and are used under license.	Maserati™	No use of "Ferrari Racing Team" or "Foreign Circuit Italian Division."
Crash Katana (from CARS TOONS Tokyo Mater)			No use in connection with motorcycles or automobile wheels/tires.
Darrell Cartrip	Monte Carlo is a trademark of General Motors. Darrell Waltrip marks used by permission of Darrell Waltrip Motor Sports.	Monte Carlo™	
Dex (from CARS TOONS Heavy Metal Mater)	Cadillac Coupe DeVille is a trademark of General Motors.	Cadillac™	
Doc Hudson aka "Hud"	Hudson Hornet is a trademark of Chrysler LLC.	Hudson Hornet™	For Doc Hudson: no use in connection with jewellery, watches, cosmetics or personal care products. For Hud: no use in connection with apparel, sporting goods, and related toys (eg. those closely related to skating, scooters and skateboards).
Dusty Rust-eze	Dodge is a trademark of Chrysler LLC.	Dodge®	
Easter Buggy (from Easter-themed CARS book)	Volkswagen trademarks, design patents and copyrights are used with the approval of the	©Volkswagen AG	

	owner Volkswagen AG.		
En-Jin (<i>from CARS TOONS Tokyo Mater</i>)			No use in connection with apparel.
Ferrari F430 and/or Ferrari elements	Ferrari Elements produced under license of Ferrari S.p.A. FERRARI, the PRANCING HORSE device, all associated logos and distinctive designs are property of Ferrari S.p.A. The body designs of the Ferrari cars are protected as Ferrari property under design, trademark and trade dress regulations.	Ferrari®	<p>No use of Ferrari in connection with: (i) any CARS 2 programs, or (ii) any CARS umbrella programs that contain any CARS 2 elements or characters.</p> <p>No use in connection with food, promotional premiums, wireless or internet games.</p> <p>Ferrari elements must be used with either the F430, Antonio Veloce Eccellente, Costanzo Della Corsa, Luigi or Guido character, and may never be used alone.</p> <p>The Ferrari F430 character and Ferrari posters may be used in Softlines, Hardlines, Toys, Interactive and in Publishing only.</p> <p>No use of "Ferrari Racing Team" or "Foreign Circuit Italian Division."</p>
Fillmore	Volkswagen trademarks, design patents and copyrights are used with the approval of the owner Volkswagen AG.	©Volkswagen AG	Fillmore must include the "VW in a circle" logo in front and may not include any other variation of the VW logo (eg. peace sign within the circle).
Flick	Volkswagen trademarks, design patents and copyrights are used with the	©Volkswagen AG	

	approval of the owner Volkswagen AG.		
Flo			No use in connection with jewellery, cosmetics or personal care products. Flo's approved character bio must be used in its entirety, and "MOTORAMA" may not be used outside of that context. "Flo's V8 Café" may not be used in connection with restaurants, food or beverages.
Geisha Miki (<i>from CARS TOONS Tokyo Mater</i>)			No use in connection with apparel, beverages, foods, personal care products, greeting cards, software, bags, dolls, glasses, or related products.
Geisha Miku (<i>from CARS TOONS Tokyo Mater</i>)			No use in connection with apparel, beverages, foods, personal care products, greeting cards, or related products.
Geisha Mochi (<i>from CARS TOONS Tokyo Mater</i>)			No use in connection with apparel, beverages, foods, personal care products, greeting cards, games, journals, bags, stationery products, toys, or related products.
Gil	PETERBILT and PACCAR trademarks licensed by PACCAR INC, Bellevue, Washington, U.S.A.	Peterbilt®	
Green Hawk (<i>from CARS TOONS Air Mater</i>)			No use in connection with radio-controlled model aircraft or for golf-related products.

Guido with Ferrari Materials	Ferrari Elements produced under license of Ferrari S.p.A. FERRARI, the PRANCING HORSE device, all associated logos and distinctive designs are property of Ferrari S.p.A. The body designs of the Ferrari cars are protected as Ferrari property under design, trademark and trade dress regulations.	Ferrari®	No use of Ferrari in connection with: (i) any CARS 2 programs, or (ii) any CARS umbrella programs that contain any CARS 2 elements or characters. See Ferrari restrictions if Ferrari elements are used with Guido.
Hamachi (<i>from CARS TOONS Tokyo Mater</i>)			No use in connection with software or related products.
Hana (<i>from CARS TOONS Tokyo Mater</i>)			No use in connection with beverages, foods, stationery products, apparel, toys, electronics, or related products.
Harumi (<i>from CARS TOONS Tokyo Mater</i>)			No use except in connection with toys and die-cast cars.
Hiro (<i>from CARS TOONS Tokyo Mater</i>)			No use in connection with beverages, golf equipment, computer hardware, food, personal care products, apparel, photographic prints, or related products.
Ichiban (<i>from CARS TOONS Tokyo Mater</i>)			No use in connection with apparel, bags, sporting equipment, balls, toys, housewares, foods, beverages, diapers, towels, or related products.
Impala XIII (<i>from CARS TOONS Moon Mater</i>)	Chevrolet Impala is a trademark of General Motors.	Chevrolet™	
Jerry Recycled Batteries	PETERBILT and PACCAR trademarks licensed by PACCAR INC,	Peterbilt®	

	Bellevue, Washington, U.S.A.		
Kaa Reesu (<i>from CARS TOONS Tokyo Mater</i>)			No use in connection with jewellery.
Kabuto (<i>from CARS TOONS Tokyo Mater</i>)			No use in connection with helmets, glasses, visors, goggles, sunglasses, musical instruments, or related products. No use of "MACH" model name in connection with this character.
Kenworth Truck(s) (<i>from CARS TOONS Heavy Metal Mater</i>)	KENWORTH and PACCAR trademarks licensed by PACCAR INC, Bellevue, Washington, U.S.A.	Kenworth®	
Kiku (<i>from CARS TOONS Tokyo Mater</i>)			No use in connection with foods, beverages, personal care products, tools, glasses, or related products.
Kohana (<i>from CARS TOONS Tokyo Mater</i>)			No use in connection with beverages, apparel, or related products.
Komodo (<i>from CARS TOONS Tokyo Mater</i>)			No use in connection with consumer electronics, motorcycle/bicycle related equipment, leather goods, apparel, athletic equipment, furniture, computers, software, foods, or related products.
Koochi-Ku (<i>from CARS TOONS Tokyo Mater</i>)			No use in connection with apparel, games, electronics, books, purses, software, toys, stationery products, or related products.

Kuro (from CARS TOONS Tokyo Mater)			No use in connection with electronics, vinegar, beverages, or related products.
Laverne (from CARS TOONS Mater P.I.)			"Laverne and the Mariachi Pitties" must be used in its entirety. The name "Laverne" may not be used by itself.
Lightning McQueen (from CARS and/or CARS TOONS Mater's Tall Tales series)			"Lightning McQueen" should always be used as a unitary mark. "McQueen" may never be used alone.
Lightning McQueen (from CARS TOONS Tales from Radiator Springs series)	<p>If "Hudson Hornet" is visible, then use:</p> <p>Hudson Hornet is a trademark of Chrysler LLC.</p> <p>If "Sarge's Surplus Hut" sticker is identifiable, then use:</p> <p>"Sarge's rank insignia design used with the approval of the U.S. Army"</p>	<p>If "Hudson Hornet" is visible, then use:</p> <p>Hudson Hornet™</p>	<p>"Lightning McQueen" should always be used as a unitary mark. "McQueen" may never be used alone.</p> <p>If "Sarge's Surplus Hut" sticker is identifiable, character may not be used in connection with any sweepstakes, lottery, game of chance or any similar promotional sales device, scheme, or program.</p>
Lightyear Blimp			Blimp character should not be called anything other than "Lightyear Blimp."
Lizzie	Model T is a trademark of Ford Motor Company.	Model T™	
Lug (from CARS TOONS Mater the Greater)			No use in connection with laptop, cell phone carrying cases, and travel bags.
Lug Nut (from CARS TOONS Mater the Greater)			No use in connection with clothing or conducting automobile racing events.
Luigi with Ferrari Materials	FIAT is a trademark of FIAT S.p.A. and Ferrari Elements produced under	FIAT™, Ferrari®	No use of Ferrari in connection with: (i) any CARS 2 programs, or (ii) any CARS umbrella

	license of Ferrari S.p.A. FERRARI, the PRANCING HORSE device, all associated logos and distinctive designs are property of Ferrari S.p.A. The body designs of the Ferrari cars are protected as Ferrari property under design, trademark and trade dress regulations.		programs that contain any CARS 2 elements or characters. No use in connection with frozen desserts.
Luigi	FIAT is a trademark of FIAT S.p.A.	FIAT™	No use in connection with frozen desserts.
Mack	Mack is a trademark of Mack Trucks, Inc.	Mack™	May not be used in connection with cosmetics or personal care products. May ONLY be used in connection with paper towels, facial tissues, diapers, pull-ups, baby wipes, apparel, accessories, toys, home furnishings, gifts, stationery, novelty/promotional items, sporting goods, food, interactive products (including wireless and internet games) and publications.
Maguro (<i>from CARS TOONS Tokyo Mater</i>)			No use in connection with fishing equipment, toys, or related products.
Manji (<i>from CARS TOONS Tokyo Mater</i>)			No use in connection with foods, games, puzzles, or related products.
Mario	Fairlane is a trademark of Ford Motor Company. Mario Andretti marks used by permission of Mario Andretti.	Fairlane™	

Meredith (<i>from CARS TOONS Time Travel Mater</i>)	Model T is a trademark of Ford Motor Company.	Model T™	
Mia/Tia	Mazda Miata is a trademark of Mazda Motor Corporation.	Mazda Miata™	
Niji (<i>from CARS TOONS Tokyo Mater</i>)			No use in connection with glasses, stationery products, or related products.
Nurse GTO (<i>from CARS TOONS Rescue Squad Mater</i>)	Pontiac GTO is a trademark of General Motors.	Pontiac™	
Padre I (<i>from CARS TOONS El Materdor</i>)			No use in connection with baseball.
Patty Wagon (<i>from CARS TOONS Time Travel Mater</i>)	Model T is a trademark of Ford Motor Company.	Model T™	No use in connection with any sort of restaurant services.
Peter (<i>from CARS TOONS Time Travel Mater</i>)	Model T is a trademark of Ford Motor Company.	Model T™	
Ramone	Chevrolet Impala is a trademark of General Motors.	Chevrolet™	No use in connection with jewellery or watches.
Rasta Mater (<i>from CARS TOONS Monster Truck Mater</i>)			No use in connection with hair and skin-care products, sunglasses, or beverages.
Red			May not be referred to as "Big Red Car" or "Big Red."
Rusty Rust-eze	Dodge is a trademark of Chrysler LLC.	Dodge®	
Sally	Porsche is a trademark of Porsche.	Porsche™	No use in connection with electronic games (including computer and video games). No use of the name "Sally Carrera" in connection with merchandise. No new uses of Sally beyond CARS, CARS 2 and the 3 CARS TOONS shorts in which she already appears.
Sancho (<i>from CARS TOONS El Materdor</i>)			No use in connection with footwear.

Sarge	Jeep® and the Jeep® grille design are registered trademarks of Chrysler LLC. <i>If Sarge's badge is used, then use:</i> "Sarge's rank insignia design used with the approval of the U.S. Army"	Jeep®	No use of the sergeant major rank insignia in connection with any sweepstakes, lottery, game of chance or any similar promotional sales device, scheme, or program.
Sheriff	Mercury is a trademark of Ford Motor Company.	Mercury™	
Shifty Sidewinder (<i>Baja Bug</i>) (<i>from CARS TOONS Radiator Springs 500 1/2</i>)	Volkswagen trademarks, design patents and copyrights are used with the approval of the owner Volkswagen AG.	©Volkswagen AG	
Snot Rod			No use in connection with wagon toys or related toys.
Strip Weathers (The King)	Plymouth Superbird is a trademark of Chrysler LLC. Petty marks used by permission of Petty Marketing LLC.	Plymouth Superbird™ Petty™	
Suki (<i>from CARS TOONS Tokyo Mater</i>)			No use of name in connection with personal care products, jewellery, apparel, glasses, dolls, beverages, foods, or related products.
Sweeper (<i>from CARS TOONS Tokyo Mater</i>)			No use in connection with balls, music recordings, apparel, or related products.
Teki (<i>from CARS TOONS Tokyo Mater</i>)			No use in connection with beverages.
Tex	Cadillac Coupe DeVille is a	Cadillac™	

	trademark of General Motors.		
T.J. (Boot Camp Hummer Character)	H-1 Hummer is a trademark of General Motors.	Hummer™	The "Boot-Camp" Hummer may be used but the "Governator" Hummer may not be used.
Tokyo Cop (<i>from CARS TOONS Tokyo Mater</i>)			No use in connection with electronics, games, video games, or related products.
VW flying Bug (Vroomaroundus Bugus) (<i>from Pixar short, Mater and the Ghostlight</i>)	Volkswagen trademarks, design patents and copyrights are used with the approval of the owner Volkswagen AG.	©Volkswagen AG	
Wingo			Not available for use in conjunction with computer games.
Yojimbo (<i>from CARS TOONS Tokyo Mater</i>)			Only if approved design used; no use in connection with software, books, magazines, or related products.
Yum Yum (<i>from CARS TOONS Tokyo Mater</i>)			No use in connection with foods, beverages, apparel, personal care products, dishes, or related products.

The chart above represents known third-party legal notices and character product restrictions to date. For the avoidance of doubt, references to products in the "Restrictions" column above do not constitute or imply a license with respect to any Product Categories that are not specifically licensed under the License Agreement. Additional notices and restrictions may be added as they become known. For Licensed Products and PA Materials using the **DISNEY/PIXAR CARS** Property (or **DISNEY•PIXAR CARS TOONS**), Licensee is responsible for checking the most up-to-date Style Guide (including Legal pages) on the DisneyConsumerProducts.com website.

- b) Where multiple and varying characters are used in a product line, and it is impracticable to separately apply copyright and/or trademark notices, it would be preferable to use the following long form general IP notice on Licensed Products and PA Materials:

"Disney/Pixar elements © Disney/Pixar; rights in underlying vehicles are the property of the following third parties, as applicable: Bentley is a trademark of Bentley Motors Limited; BMW and MINI are trademarks of BMW AG; AMC, Dodge, Gremlin, Hudson Hornet, Pacer and Plymouth Superbird are trademarks of Chrysler LLC; Jeep® and the Jeep® grille design are registered trademarks of Chrysler LLC; Darrell Waltrip marks used by permission of Darrell Waltrip Motor Sports; FIAT, Panda and Topolino

are trademarks of FIAT S.p.A.; Fairlane, Ford, Mercury, Model T, Mondeo and Mustang are trademarks of Ford Motor Company; Cadillac Coupe DeVille, Chevrolet, Chevrolet Impala, Corvette, El Dorado, H-1 Hummer, Monte Carlo and Pontiac GTO are trademarks of General Motors; IVECO is a trademark of IVECO SpA; Range Rover and Land Rover are trademarks of Land Rover; ©TM 2012 LTI LTD trading as the London Taxi Company; Mack is a trademark of Mack Trucks, Inc.; Maserati logos and model designations are trademarks of Maserati S.p.A. and are used under license; Mazda Miata is a trademark of Mazda Motor Corporation; The trademarks OPEL, VAUXHALL, ASTRA, CORSA, MERIVA and ZAFIRA are registered trademarks of Opel Eisenach GmbH/GM UK Ltd; PETERBILT and PACCAR trademarks licensed by PACCAR INC, Bellevue, Washington, U.S.A.; KENWORTH and PACCAR trademarks licensed by PACCAR INC, Bellevue, Washington, U.S.A.; Petty marks used by permission of Petty Marketing LLC; Peugeot is a trademark of Peugeot; Ape is a trademark of Piaggio; Carrera and Porsche are trademarks of Porsche; Tatra is a trademark of TATRA, a.s.; Majesta is a trademark of Toyota; Sarge's rank insignia design used with the approval of the U.S. Army; Volkswagen trademarks, design patents and copyrights are used with the approval of the owner Volkswagen AG; Background inspired by the Cadillac Ranch by Ant Farm (Lord, Michels and Marquez) © 1974."

- c) Where multiple and varying characters are used in a product line, where it is impracticable to separately apply copyright and/or trademark notices, and where space limitations prevent the inclusion of the long form general IP notice above, use the following short form general IP notice on Licensed Products and PA Materials:

"© Disney/Pixar; rights in underlying vehicles are the property of third parties, as applicable: AMC™; Ape™; Bentley™; BMW™; Cadillac™; Carrera™; Chevrolet™; Corvette™; Dodge™; El Dorado™; Fairlane™; FIAT™; Gremlin™; Hudson Hornet™; Hummer™; IVECO®; Jeep®; Kenworth™; Land Rover™; ©TM 2012 LTI LTD; Mack™; Majesta™; Maserati™; Mazda Miata™; Mercury™; MINI™; Model T™; Ford, Mondeo™; Monte Carlo™; Mustang™; Pacer™; Panda™; OPEL, VAUXHALL, ASTRA, CORSA, MERIVA and ZAFIRA are registered TM of Opel Eisenach or affiliates; Peterbilt™; Petty™; Peugeot™; Plymouth™; Superbird™; Pontiac™; Porsche™; Range Rover™; Tatra™; Topolino™; ©Volkswagen AG."

2. Special Provisions:

With respect to Licensed Products using the **DISNEY/PIXAR CARS** Property and the **DISNEY•PIXAR CARS TOONS** Property, Licensee is responsible for checking the most up-to-date Style Guide (including Legal pages) on the DisneyConsumerProducts.com website. Currently, the requirements include the following:

- a) The Cars (or Cars Toons) title logo also must be accompanied by, and in close proximity to, both character artwork and the branding "Disney/Pixar" (or Disney•Pixar as appropriate) on all advertising and promotional material, and all packaging, including hang tags (if applicable), unless otherwise directed during the approval process.
- b) Character names may not be used alone on Licensed Product. If character names are used, they must always appear with character art and the film logo, accompanied by the branding set forth above.

For Licensed Products using the **DISNEY•PIXAR CARS 2** Property:

1. Intellectual Property Notices: © Disney/Pixar

- a) When using the **DISNEY•PIXAR CARS 2** Properties characters or backgrounds identified below (if licensed hereunder), in addition to the © Disney/Pixar, Licensee agrees to include the following long form trademark and/or intellectual property on Licensed Products and any PA Materials bearing artwork from the applicable **DISNEY•PIXAR CARS 2** character(s) or background(s). However, where it is impracticable to use the long form notice because space is extremely limited (eg. on a hang tag or neck label), Licensee agrees to use the appropriate short form notices identified in the chart below:

Character Name	Long Form Legal Notice	Short Form Notice	Restrictions
Acer	AMC and Pacer are trademarks of Chrysler LLC.	Pacer™	
Alberto (Francesco fan)	FIAT is a trademark of FIAT S.p.A.	FIAT™	Only character's first name is approved. Any last name will need to be approved.
Alex Carvill (WGP security van)	FIAT is a trademark of FIAT S.p.A.	FIAT™	
Alex Vandel	The trademarks OPEL and ZAFIRA are registered trademarks of Opel Eisenach GmbH/GM UK Ltd.	OPEL and ZAFIRA are registered TM of Opel Eisenach or affiliates.	
Alfredo (Italian ambulance)	IVECO is a trademark of IVECO SpA	IVECO®	No use of the medical symbol alone/disembodied from the ambulance.
Alloy Hemberger	The trademarks OPEL and CORSA are registered trademarks of Opel Eisenach GmbH/GM UK Ltd.	OPEL and CORSA are registered TM of Opel Eisenach or affiliates.	
Austin Littleton (Nigel's crew chief)	If "Mini" or "Cooper" is visible, then use: MINI/COOPER is a trademark of BMW AG.	If "Mini" or "Cooper" is visible, then use: MINI™, COOPER™	
Becky Wheelin	MINI is a trademark of BMW AG. <i>If "Cooper" is also visible, then use:</i>	MINI™ <i>If "Cooper" is also visible, then use:</i>	

	MINI/COOPER is a trademark of BMW AG.	MINI™, COOPER™	
Benny "The Butcher" Pacer	AMC and Pacer are trademarks of Chrysler LLC.	Pacer™	
Big Bentley	Bentley is a trademark of Bentley Motors Limited.	Bentley™	
Bindo	Maserati logos and model designations are trademarks of Maserati S.p.A. and are used under license.	Maserati™	
Bob Moter (Carla Veloso's other race fan)	The trademarks OPEL and CORSA are registered trademarks of Opel Eisenach GmbH/GM UK Ltd.	OPEL and CORSA are registered TM of Opel Eisenach or affiliates.	
Brent Mustangburger	Mustang is a trademark of Ford Motor Company.	Mustang™	If "RSN" is shown on side of car, then the words "Racing Sports Network" must also be included.
Cadillac Range background	Background inspired by the Cadillac Ranch by Ant Farm (Lord, Michels and Marquez) © 1974. <i>Note: must be the same size as "©Disney/Pixar" notice</i>		
Car-Car dancers	Mazda Miata is a trademark of Mazda Motor Corporation.	Mazda Miata™	
Carateka (background Japan cube)			No use on or in connection with arcade or video/console games.
Carlo Maserati	Maserati logos and model designations are trademarks of Maserati S.p.A.	Maserati™	

	and are used under license.		
Cartney Brakin (Lightning McQueen's Superfan)	<i>If "Hudson Hornet" is visible, then use:</i> Hudson Hornet is a trademark of Chrysler LLC.	<i>If "Hudson Hornet" is visible, then use:</i> Hudson Hornet™	"Lightning McQueen" should always be used as a unitary mark. "McQueen" may never be used alone.
Cartney Carsper (Lightning McQueen's other race fan)	FIAT is a trademark of FIAT S.p.A.	FIAT™	
Chauncy Fares (London taxi cab)	©TM 2012 LTI LTD trading as the London Taxi Company.	©TM 2012 LTI LTD	
Chris Horn (Raoul CaRoule's race fan)	BMW is a trademark of BMW AG.	BMW™	
Christina Wheeland (Lightning McQueen's fan)			"Lightning McQueen" on flag should always be used as a unitary mark. "McQueen" may never be used alone.
Corporal Josh Coolant	Land Rover is a trademark of Land Rover. <i>If "Range Rover" is also visible, then use:</i> Range Rover and Land Rover are trademarks of Land Rover.	Land Rover™ <i>If "Range Rover" also is visible, then use:</i> Range Rover™, Land Rover™	
Cruz Besouro (Carla's crew chief)	Volkswagen trademarks, design patents and copyrights are used with the approval of the owner Volkswagen AG.	©Volkswagen AG	
Darrell Cartrip	Monte Carlo is a trademark of General Motors. Darrell Waltrip marks used by permission of Darrell Waltrip Motor Sports.	Monte Carlo™	

Dave Muffler	FIAT is a trademark of FIAT S.p.A.	FIAT™	
Denise Beam (Carla Veloso's race fan; background character)			No use of the term "D. Ream" in connection with musical performances or recorded music.
Doc Hudson aka "Hud"	Hudson Hornet is a trademark of Chrysler LLC.	Hudson Hornet™	For Doc Hudson: no use in connection with jewellery, watches, cosmetics or personal care products. For Hud: no use in connection with apparel, sporting goods, and related toys (eg. those closely related to skating, scooters and skateboards).
Don Crumlin	AMC and Gremlin are trademarks of Chrysler LLC.	Gremlin™	
Doug Speedcheck (London police car)	Mondeo is a trademark of Ford Motor Company.	Mondeo™	
Easter Buggy (<i>from Easter-themed CARS book</i>)	Volkswagen trademarks, design patents and copyrights are used with the approval of the owner Volkswagen AG.	©Volkswagen AG	
Fabrizio			No use of "Namir" name. <i>Note: Licensee must contact the category manager prior to commencing development on Licensed Products with this character.</i>
Fillmore	Volkswagen trademarks, design patents and copyrights are used with the approval of the owner Volkswagen AG.	©Volkswagen AG	Fillmore must include the "VW in a circle" logo in front and may not include any other variation of the VW logo (eg. peace sign within the circle).

Flash (Swedish racer)			Character name available for use in U.S. only.
Flo			No use in connection with jewellery, cosmetics or personal care products. Flo's approved character bio must be used in its entirety, and "MOTORAMA" may not be used outside of that context. "Flo's V8 Café" may not be used in connection with restaurants, food or beverages.
Franca	FIAT is a trademark of FIAT S.p.A.	FIAT™	
Francesca	FIAT is a trademark of FIAT S.p.A.	FIAT™	
Francesco Bernoulli (#1 racer)			No use in connection with watches.
Frank Clutchenson (Francesco's race fan)	FIAT is a trademark of FIAT S.p.A.	FIAT™	
Fred Pacer	AMC and Pacer are trademarks of Chrysler LLC.	Pacer™	
Frosty Winterbumper (Australian racer)			Character name available for use in U.S. only.
Gearett Taylor	Range Rover and Land Rover are trademarks of Land Rover.	Range Rover™	
Grem	AMC and Gremlin are trademarks of Chrysler LLC.	Gremlin™	No use in connection with skateboards.
Harumi (Import Groupie B)			No use except in connection with toys and die-cast cars.
Hudson Hornet Piston Cup	Hudson Hornet is a trademark of Chrysler LLC.	Hudson Hornet™	
Ichigo (Import Groupie C)			No use of name in connection with apparel, toys (except die cast vehicles), games, electronics, decorations, or related products.

Italian police car (Polizia)	FIAT is a trademark of FIAT S.p.A.	FIAT™	
Italian rescue helicopter (unnamed background character)			No use of the medical symbol alone/disembodied from the rescue helicopter.
J. Curby Gremlin	AMC and Gremlin are trademarks of Chrysler LLC.	Gremlin™	
Japanese police car	Majesta is a trademark of Toyota.	Majesta™	
Jeff Gorvette (#24 racer)	Corvette is a trademark of General Motors.	Corvette™	Licensed Products using the "Jeff Gorvette" character with the number "24" and/or the "Jeff Gorvette" signature may not be sold at any NASCAR tracks or events, including parking lots and other areas customarily used to conduct and support an event at the race track. Also, no publishing or merchandise use of any stylised "24" except as it appears on the Jeff Gorvette character.
Jeremy Latchsky (background cameraman)	BMW is a trademark of BMW AG.	BMW™	
Jerome Ramped	ACM and Pacer are trademarks of Chrysler LLC	Pacer™	
Josh Haulander	Ape is a trademark of Piaggio.	Ape™	
Jumpstart J. Ward (knighting spectator)			No use in connection with health, fitness and wellness programs and activities for groups or individuals.
Kabuto			No use in connection with helmets, glasses, visors, goggles, sunglasses, musical

			instruments, or related products. No use of "MACH" model name in connection with this character.
Kimberly Rims	Mazda Miata is a trademark of Mazda Motor Corporation.	Mazda Miata™	
Lee Racé (scientist with beaker)	Peugeot is a trademark of Peugeot.	Peugeot™	
Lewis Hamilton			No use of "LH". "Lewis Hamilton" name and signature may only be used when character is alone and NOT with other characters. <i>Note: Character (without name and signature) may be used with other characters.</i>
Lightning McQueen	<i>If "Hudson Hornet" is visible, then use:</i> Hudson Hornet is a trademark of Chrysler LLC. <i>If "Sarge's Surplus Hut" sticker is identifiable, then use:</i> "Sarge's rank insignia design used with the approval of the U.S. Army"	<i>If "Hudson Hornet" is visible, then use:</i> Hudson Hornet™	"Lightning McQueen" should always be used as a unitary mark. "McQueen" may never be used alone. If "Sarge's Surplus Hut" sticker is identifiable, character may not be used in connection with any sweepstakes, lottery, game of chance or any similar promotional sales device, scheme, or program.
Lightyear Blimp			Blimp character should not be called anything other than Lightyear Blimp.
Lizzie	Model T is a trademark of Ford Motor Company.	Model T™	
Long Ge (Chinese racer)			Character's name in Chinese characters must always be accompanied by the

			name "LONG GE" and may not be used alone.
Luigi	FIAT is a trademark of FIAT S.p.A.	FIAT™	No use in connection with frozen desserts. No publishing or merchandise use of Luigi with Ferrari flags/logos in connection with: (i) any CARS 2 programs, or (ii) any CARS umbrella programs that contains any CARS 2 elements or characters.
Mack	Mack is a trademark of Mack Trucks, Inc.	Mack™	May not be used in connection with cosmetics or personal care products. May ONLY be used in connection with paper towels, facial tissues, diapers, pull-ups, baby wipes, apparel, accessories, toys, home furnishings, gifts, stationery, novelty/promotional items, sporting goods, food, interactive products (including wireless and internet games) and publications.
Mama Bernoulli			No use in connection with watches.
Mama Topolino	Topolino is a trademark of FIAT S.p.A.	Topolino™	
Manny Roadriguez	Mondeo is a trademark of Ford Motor Company.	Mondeo™	
Mark Wheelsen (London police car)	Ford and Mondeo are trademarks of Ford Motor Company.	Mondeo™	
Mary Escocar (casino vendor)	Peugeot is a trademark of Peugeot.	Peugeot™	

Maserati fountain	Maserati logos and model designations are trademarks of Maserati S.p.A. and are used under license.	Maserati™	
Maurice Wheelks	Land Rover is a trademark of Land Rover.	Land Rover™	Use approved character bio only.
Mel Dorado	El Dorado is a trademark of General Motors.	El Dorado™	
Mia/Tia	Mazda Miata is a trademark of Mazda Motor Corporation.	Mazda Miata™	
Mike Lorengine	Range Rover and Land Rover are trademarks of Land Rover.	Range Rover™, Land Rover™	
Military Truck	Land Rover is a trademark of Land Rover. <i>If "Range Rover" is also visible, then use:</i> Range Rover and Land Rover are trademarks of Land Rover.	Land Rover™ <i>If "Range Rover" is also visible, then use:</i> Range Rover™, Land Rover™	
Nate Stanchion (Allinol scientist)	MINI is a trademark of BMW AG. <i>If "Cooper" is also visible, then use:</i> MINI/COOPER is a trademark of BMW AG.	MINI™ <i>If "Cooper" is also visible, then use:</i> MINI™, COOPER™	
Petey Pacer	AMC and Pacer are trademarks of Chrysler LLC.	Pacer™	
Petro Cartalina (Miguel Camino's crew chief)	The trademarks OPEL and CORSA are registered trademarks of Opel Eisenach GmbH/GM UK Ltd.	OPEL and CORSA are registered TM of Opel Eisenach or affiliates.	

Pipes Freewheelin (Max Schnell's race fan)	MINI is a trademark of BMW AG. <i>If "Cooper" is also visible, then use:</i> MINI/COOPER is a trademark of BMW AG.	MINI™ <i>If "Cooper" is also visible, then use:</i> MINI™, COOPER™	
Professor Z			This character should only be called "Professor Z" (no other iteration of this character's name is approved).
Ramone	Chevrolet Impala is a trademark of General Motors.	Chevrolet™	No use in connection with jewellery or watches.
Red			May not be referred to as "Big Red Car" or "Big Red."
RIP Clutchgoneski (#10 racer)			No publishing or merchandise use of term "F6000 Racer" (use of revised description "Formula 6000 Racer" is OK).
Roger Hackney (London taxi cab)	©TM 2012 LTI LTD trading as the London Taxi Company.	©TM 2012 LTI LTD	
Sal Machiani	Ape is a trademark of Piaggio.	Ape™	
Sally	Porsche is a trademark of Porsche.	Porsche™	No use in connection with electronic games (including computer and video games). No use of the name "Sally Carrera" in connection with merchandise. No new uses of Sally beyond CARS, CARS 2 and the 3 CARS TOONS shorts in which she already appears.
Sarge	Jeep® and the Jeep® grille design are	Jeep®	No use of the sergeant major rank insignia in

	<p>registered trademarks of Chrysler LLC.</p> <p><i>If Sarge's badge is used, then use:</i></p> <p>"Sarge's rank insignia design used with the approval of the U.S. Army"</p>		<p>connection with any sweepstakes, lottery, game of chance or any similar promotional sales device, scheme, or program.</p>
Scott Motorse	BMW is a trademark of BMW AG.	BMW™	
Scott Spark (London police car)	Mondeo is a trademark of Ford Motor Company.	Mondeo™	
Sgt. Highgear (Queen's guard)	Land Rover is a trademark of Land Rover.	Land Rover™	
Sheriff	Mercury is a trademark of Ford Motor Company.	Mercury™	
Sir Boot Berry (Buckingham Palace dignitary)	Range Rover and Land Rover are trademarks of Land Rover.	Range Rover™, Land Rover™	
Sir Harley Gassup	Tatra is a trademark of TATRA, a.s.	Tatra™	
Siren Carbarini (London police car)	Mondeo is a trademark of Ford Motor Company.	Mondeo™	
Stefan Gremsky	AMC and Gremlin are trademarks of Chrysler LLC.	Gremlin™	
Suki (<i>Import Groupie A</i>)			<p>No use of name in connection with personal care products, jewellery, apparel, glasses, dolls, beverages, foods, or related products.</p>
Faia Decotura (<i>"Tire Talky" truck</i>)			<p>If Francesco Bernoulli's name appears on side of truck, please see entry for "Francesco Bernoulli" and note watches restriction.</p>
Tony Trihull			<p>No merchandise use. Limited/background</p>

			use in publishing products only.
Towin' Eoin (WGP tow truck)	IVECO is a trademark of IVECO SpA	IVECO®	
Trike Feldman (street vendor pittty)	Ape is a trademark of Piaggio.	Ape™	
Tubbs Pacer	AMC and Pacer are trademarks of Chrysler LLC.	Pacer™	
Tyler Gremlin	AMC and Gremlin are trademarks of Chrysler LLC.	Gremlin™	
Uncle Topolino	Topolino is a trademark of FIAT S.p.A.	Topolino™	
Uncle Topolino's Band	Topolino is a trademark of FIAT S.p.A.	Topolino™	
Victor H.			This character should only be called "Victor H." (no other iteration of this character's name is approved for use).

The chart above represents known third-party legal notices and character product restrictions to date. For the avoidance of doubt, references to products in the "Restrictions" column above do not constitute or imply a license with respect to any Product Categories that are not specifically licensed under the License Agreement. Additional notices and restrictions may be added as they become known. For Licensed Products and PA Materials using the **DISNEY/PIXAR CARS 2** Property, Licensee is responsible for checking the most up-to-date Style Guide (including Legal pages) on the DisneyConsumerProducts.com website.

- b) Where multiple and varying characters are used in a product line, and it is impracticable to separately apply copyright and/or trademark notices, it would be preferable to use the following long form general IP notice on Licensed Products and PA Materials:

"Disney/Pixar elements © Disney/Pixar; rights in underlying vehicles are the property of the following third parties, as applicable: Bentley is a trademark of Bentley Motors Limited; BMW and MINI are trademarks of BMW AG; AMC, Dodge, Gremlin, Hudson Hornet, Pacer and Plymouth Superbird are trademarks of Chrysler LLC; Jeep® and the Jeep® grille design are registered trademarks of Chrysler LLC; Darrell Waltrip marks used by permission of Darrell Waltrip Motor Sports; FIAT, Panda and Topolino are trademarks of FIAT S.p.A.; Fairlane, Ford, Mercury, Model T, Mondeo and Mustang are trademarks of Ford Motor Company; Cadillac Coupe DeVille, Chevrolet, Chevrolet Impala, Corvette, El Dorado, H-1 Hummer, Monte Carlo and Pontiac GTO are trademarks of General Motors; IVECO is a trademark of IVECO SpA; Range Rover and Land Rover are trademarks of Land Rover; ©TM 2012 LTI LTD trading as the London Taxi Company; Mack is a trademark of Mack Trucks, Inc.; Maserati logos and model designations are trademarks of Maserati S.p.A. and are used under license; Mazda Miata is a trademark of Mazda Motor Corporation; The trademarks OPEL,

VAUXHALL, ASTRA, CORSA, MERIVA and ZAFIRA are registered trademarks of Opel Eisenach GmbH/GM UK Ltd; PETERBILT and PACCAR trademarks licensed by PACCAR INC, Bellevue, Washington, U.S.A.; KENWORTH and PACCAR trademarks licensed by PACCAR INC, Bellevue, Washington, U.S.A.; Petty marks used by permission of Petty Marketing LLC; Peugeot is a trademark of Peugeot; Ape is a trademark of Piaggio; Carrera and Porsche are trademarks of Porsche; Tatra is a trademark of TATRA, a.s.; Majesta is a trademark of Toyota; Sarge's rank insignia design used with the approval of the U.S. Army; Volkswagen trademarks, design patents and copyrights are used with the approval of the owner Volkswagen AG; Background inspired by the Cadillac Ranch by Ant Farm (Lord, Michels and Marquez) © 1974."

- c) Where multiple and varying characters are used in a product line, where it is impracticable to separately apply copyright and/or trademark notices, and where space limitations prevent the inclusion of the long form general IP notice above, use the following short form general IP notice on Licensed Products and PA Materials:

"© Disney/Pixar; rights in underlying vehicles are the property of third parties, as applicable: AMC™; Ape™; Bentley™; BMW™; Cadillac™; Carrera™; Chevrolet™; Corvette™; Dodge™; El Dorado™; Fairlane™; FIAT™; Gremlin™; Hudson Hornet™; Hummer™; IVECO®; Jeep®; Kenworth™; Land Rover™; ©TM 2012 LTI LTD; Mack™; Majesta™; Maserati™; Mazda Miata™; Mercury™; MINI™; Model T™; Ford, Mondeo™; Monte Carlo™; Mustang™; Pacer™; Panda™; OPEL, VAUXHALL, ASTRA, CORSA, MERIVA and ZAFIRA are registered TM of Opel Eisenach or affiliates; Peterbilt™; Petty™; Peugeot™; Plymouth™; Superbird™; Pontiac™; Porsche™; Range Rover™; Tatra™; Topolino™; ©Volkswagen AG."

2. Special Provisions:

For Licensed Products using the **DISNEY•PIXAR CARS 2** Property, Licensee is responsible for checking the most up-to-date Style Guide (including Legal pages) on the DisneyConsumerProducts.com website. Currently, the requirements include the following:

- (a) The **CARS 2** title logo also must be accompanied by, and in close proximity to, both character artwork and the branding "Disney•Pixar" on all advertising and promotional material, and all packaging, including hang tags (if applicable), unless otherwise directed during the approval process.
- (b) Character names may not be used alone on Licensed Product. If character names are used, they must always appear with character art and the film logo, accompanied by the branding set forth above.

For Licensed Products using the **CARS 3** Property:

For products and packaging (including hang tags, if applicable), advertising and promotional materials, please use the following copyright notice: © Disney/Pixar

- (i) When using the Disney•Pixar Cars 3 characters or backgrounds identified below (if licensed), in addition to the © Disney/Pixar notice, use the following long form legal notices on products, any advertising and promotional material, and all packaging bearing artwork from the applicable Cars 3 character(s) or background(s). However, where it is impracticable to use the long form notice because space is extremely limited (eg., on a hang tag or neck label), use the appropriate short form notices identified in the chart below.

Character Name	Long Form Legal Notice	Short Form Notice
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Arvy's Motor Home*	<i>If "Willys Butte" decal is readable:</i> Willys is a trademark of FCA US LLC.	<i>If "Willys Butte" decal is readable:</i> Willys™
BMW 3 Series (<i>unnamed b.g.</i>)*	<i>If "BMW" name/logo is visible:</i> BMW is a trademark of BMW AG.	<i>If "BMW" name/logo is visible:</i> BMW™
Brent Mustangburger	Mustang is a trademark of Ford Motor Company.	Mustang™
Cadillac Range background	Background inspired by the Cadillac Ranch by Ant Farm (Lord, Michels and Marquez) © 1974. [Note: must be the same size as "©Disney/Pixar" notice]	
Corvette (<i>unnamed</i>)*	Corvette is a trademark of General Motors.	Corvette™
Darrell Cartrip	Monte Carlo is a trademark of General Motors. Darrell Waltrip marks used by permission of Darrell Waltrip Motor Sports.	Monte Carlo™
Doc Hudson aka "Hud"	Hudson Hornet is a trademark of FCA US LLC.	Hudson Hornet™
Dusty Rust-eze	Dodge is a registered trademark of FCA US LLC.	Dodge®
Fiat 500 (<i>unnamed b.g.</i>)*	FIAT is a trademark of FIAT S.p.A.	FIAT™
Fillmore	Volkswagen trademarks, design patents and copyrights are used with the approval of the owner Volkswagen AG.	©Volkswagen AG
Gremlin (<i>unnamed b.g.</i>)*	AMC and Gremlin are trademarks of FCA US LLC.	Gremlin™
Hudson Hornet Piston Cup	Hudson Hornet is a trademark of FCA US LLC.	Hudson Hornet™
Jeff Gorvette (#24 racer)	Corvette is a trademark of General Motors.	Corvette™
Junior Moon*	Ford Coupe is a trademark of Ford Motor Company.	Ford™
Lightning McQueen	<i>If "Hudson Hornet" is visible, then use:</i> Hudson Hornet is a trademark of FCA US LLC. <i>If "Sarge's Surplus Hut" sticker is identifiable, then use:</i> "Sarge's rank insignia design used with the approval of the U.S. Army"	<i>If "Hudson Hornet" is visible, then use:</i> Hudson Hornet™
Lizzie	Model T is a trademark of Ford Motor Company.	Model T™

Louise "Barnstormer" Nash*	Nash Ambassador is a trademark of FCA US LLC.	Nash Ambassador™
Luigi	FIAT is a trademark of FIAT S.p.A.	FIAT™
Mack	Mack is a trademark of Mack Trucks, Inc.	Mack™
Mini Cooper (<i>unnamed b.g.</i>)*	MINI is a trademark of BMW AG. <i>If "Cooper" is also visible, then use:</i> MINI Cooper is a trademark of BMW AG.	MINI™ <i>If "Cooper" is also visible, then use:</i> MINI Cooper™
NextGen legend (<i>unnamed</i>)*	Hudson is a trademark of FCA US LLC.	Hudson™
Pacer (<i>unnamed b.g.</i>)*	AMC and Pacer are trademarks of FCA US LLC.	Pacer™
Ramone	Chevrolet Impala is a trademark of General Motors.	Chevrolet™
Range Rover (<i>unnamed b.g.</i>)*	Range Rover and Land Rover are trademarks of Land Rover.	Range Rover™, Land Rover™
Ray L. Camino*	El Camino is a trademark of FCA US LLC.	El Camino™
Rusty Rust-eze	Dodge is a registered trademark of FCA US LLC.	Dodge®
Sally	Porsche is a trademark of Porsche.	Porsche™
Sarge	Jeep and the Jeep grille design are registered trademarks of FCA US LLC. <i>If Sarge's badge is used, add: "Sarge's rank insignia design used with the approval of the U.S. Army"</i>	Jeep®
Sheriff	Mercury is a trademark of Ford Motor Company.	Mercury™
Smokey*	Hudson is a trademark of FCA US LLC.	Hudson™
Strip Weathers	Plymouth Superbird is a trademark of FCA US LLC. Petty marks used by permission of Petty Marketing LLC.	Plymouth Superbird™, Petty™
Tex Dinoco	Cadillac Coupe DeVille is a trademark of General Motors.	Cadillac™
Vitoline owner*	Bentley is a trademark of Bentley Motors Limited.	Bentley™
VW Beetle (<i>unnamed b.g.</i>)*	Volkswagen trademarks, design patents and copyrights are used with the approval of the owner Volkswagen AG.	©Volkswagen AG
VW Beetle as winged "bug" (<i>unnamed b.g.</i>)*	Volkswagen trademarks, design patents and copyrights	©Volkswagen AG

	are used with the approval of the owner Volkswagen AG.	
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* indicates character is new for CARS 3

The chart above represents known third-party legal notices to date. Additional notices may be added as they become known.

- (ii) Where multiple and varying characters are used in a product line, and it is impracticable to separately apply copyright and/or trademark notices, it would be preferable to use the following long form block IP notice on products, packaging, promotional and advertising materials:

"Disney/Pixar elements © Disney/Pixar; rights in underlying vehicles are the property of the following third parties, as applicable: Bentley is a trademark of Bentley Motors Limited, BMW, MINI and Cooper are trademarks of BMW AG; AMC, El Camino, Gremlin, Hudson, Hudson Hornet, Nash Ambassador, Pacer, Plymouth Superbird and Willys are trademarks of FCA US LLC.; Dodge and Jeep and the Jeep grille design are registered trademarks of FCA US LLC.; Darrell Waltrip marks used by permission of Darrell Waltrip Motor Sports; FIAT is a trademark of FIAT S.p.A.; Fairlane, Ford Coupe, Mercury, Model T, and Mustang are trademarks of Ford Motor Company; Cadillac Coupe DeVille, Chevrolet, Chevrolet Impala, Corvette and Monte Carlo are trademarks of General Motors; Range Rover and Land Rover are trademarks of Land Rover; Mack is a trademark of Mack Trucks, Inc.; Petty marks used by permission of Petty Marketing LLC; Carrera and Porsche are trademarks of Porsche; Sarge's rank insignia design used with the approval of the U.S. Army; Volkswagen trademarks, design patents and copyrights are used with the approval of the owner Volkswagen AG; Background inspired by the Cadillac Ranch by Ant Farm (Lord, Michels and Marquez) © 1974."

- (iii) Where multiple and varying characters are used in a product line, where it is impracticable to separately apply copyright and/or trademark notices, and where space limitations prevent the inclusion of the long form general IP notice above, use the following short form block IP notice on products, packaging, promotional and advertising materials:

"© Disney/Pixar; rights in underlying vehicles are the property of third parties, as applicable: AMC™; Bentley™; BMW™; Cadillac™; Carrera™; Chevrolet™; Corvette™; Dodge®; El Camino™; Fairlane™; FIAT™; Gremlin™; Hudson™, Hudson Hornet™; Jeep®; Land Rover™; Mack™; Mercury™; Model T™; Ford™; MINI Cooper™; Monte Carlo™; Mustang™; Nash Ambassador™; Pacer™; Petty™; Plymouth Superbird™; Pontiac™; Porsche™; Range Rover™; ©Volkswagen AG; Willys™."

For Licensed Products using the **CLASSIC POOH** Property:

- (a) **Intellectual Property Notice:** © Disney
(b) **Special Provisions:**

For Licensed Products using the **CLASSIC POOH** Property, without limiting the Section on Identification/ Labelling of Licensed Products in the License Agreement, Licensee agrees to include where reasonably practicable on the Licensed Products, or the packaging for the Licensed Products, or the hang tags for the Licensed Products (if applicable), the following language: Based on the "Winnie The Pooh" works by A.A. Milne and E.H. Shepard.

For Licensed Products using the **COCO** Property:

- (a) **Intellectual Property Notice:** © Disney/Pixar
(b) **Special Provisions:**

Licensee and Disney recognise that the Property is presently under development, and certain special provisions may need to be added to this Schedule, and/or certain provisions hereof may need to be revised, based on the specific terms and conditions as may be applicable to the Property when determined. Said provisions will not change any of the business terms set forth on this Schedule. Licensee and Disney hereby agree to the addition of such special provisions to this Schedule, to be automatically incorporated herein by written notice from Disney to Licensee.

For Licensed Products using the **DISNEY CUTIES (Winnie the Pooh)** Property:

- 1) Without limiting the Section on Ownership in the License Agreement, the Licensed Products and PA Materials shall display a trademark and Intellectual Property as follows:
"©Disney
Based on the "Winnie the Pooh" works by A.A. Milne and E.H. Shepard".

For Licensed Products using the **DISNEY VILLAINS** Property:

- (a) **Intellectual Property Notice:** © Disney
- (b) With respect to Licensed Products sold using the **WALT DISNEY PETER PAN** Property, if names of the characters from the motion picture (ie., **CAPTAIN HOOK**) are included on such Licensed Products or related PA Materials, the following language must appear on such Licensed Products or PA Materials in close proximity to the Disney Intellectual Property Notice: "From Walt Disney's Masterpiece 'Peter Pan'".

For Licensed Products using the Disney/Pixar **A BUG'S LIFE** Properties:

- 1) Without limiting the Section on Ownership in the License Agreement, the Licensed Products and PA Materials shall display Intellectual Property as follows:
"© Disney Enterprises, Inc., and Pixar Animation Studios" or, if space is limited, "© Disney/Pixar"
- 2) In addition to the information requested on the Royalty Statement, Licensee must separately report sales of Licensed Products by SKU and character.

For Products using the Disney/Pixar **FINDING NEMO** Properties:

- 1) Without limiting the Section on Ownership in the License Agreement, the Licensed Products and PA Materials shall display Intellectual Property as follows:
"© Disney Enterprises, Inc., and Pixar Animation Studios" or, if space is limited, "© Disney/Pixar"
- 2) In addition to the information requested on the Royalty Statement, Licensee must separately report sales of Licensed Products by SKU and character.

For Licensed Products using the Disney/Pixar **MONSTERS, INC.** Properties:

- 1) Without limiting the Section on Ownership in the License Agreement, the Licensed Products and PA Materials shall display Intellectual Property as follows:
"© Disney Enterprises, Inc., and Pixar Animation Studios" or, if space is limited, "© Disney/Pixar"
- 2) In addition to the information requested on the Royalty Statement, Licensee must separately report sales of Licensed Products by SKU and character.

For Licensed Products using the **DISNEY/PIXAR RATATOUILLE** Property:

- 1) All advertising and promotional material, and all packaging, including hang tags (if applicable), must have the names "Disney" and "Pixar" (in equal size lettering) located above the artwork title of the motion picture, unless otherwise directed during the approval process.
- 2) Without limiting the Section on Ownership in the License Agreement, the Licensed Products and PA Materials shall display Intellectual Property as follows:
©Disney/Pixar
- 3) In addition to the information requested on the Royalty Statement, Licensee must separately report sales of Licensed Products by SKU and character.

For Licensed Products using the Disney/Pixar **THE INCREDIBLES** Property:

- 1) **The Incredibles title logo** also must be accompanied by, and in close proximity to, both character artwork and the branding "Disney Presents a Pixar Film" or full branding "Walt Disney Pictures Presents a Pixar Animations Studios Film" on all advertising and promotional material, and all packaging, including hang tags (if applicable), unless otherwise directed during the approval process.
- 2) The **"i" icon logo** cannot be used by itself. It must always be accompanied by, and in close proximity to, the branding "Disney Presents a Pixar Film" or full branding "Walt Disney Pictures Presents a Pixar Animations Studios Film".
- 3) With respect to the **Elastigirl** character, all goods and services must be closely and prominently tied to the motion picture by use of the film logo and branding (ie. "Disney Presents a Pixar Film" or full branding "Walt Disney Presents a Pixar Animations Studios Film") and character artwork from the film.
- 4) Without limiting the Section on Ownership in the License Agreement, the Licensed Products and PA Materials shall display Intellectual Property as follows:
©Disney/Pixar
- 5) In addition to the information requested on the Royalty Statement, Licensee must separately report sales of Licensed Products by SKU and character. Licensee also must separately report sales of Licensed Products utilising the character name "Elastigirl" by SKU.

For Licensed Products using the **DISNEY•PIXAR TOY STORY** Property:

- 1) **Intellectual Property Notice:** © Disney/Pixar
- 2) **Special Provisions:**
 - (i) For Licensed Products using the **TOY STORY** Properties, in addition to the information requested on the Royalty Statement, Licensee must separately report sales of Licensed Products using the Slinky® Dog character depicted in a 3D manner and/or any depictions of the Mr. Potato Head and Mrs. Potato Head characters and/or the Ken and Barbie characters.
 - (ii) For all Licensed Products, packaging and advertising materials, and other matter that includes depictions of the following characters, the following additional notices must be included, provided, however, Licensee may only use such characters on licensed Products licensed hereunder and as designated in a style guide for the respective **TOY STORY** Property:
 - A. For any materials including the Slinky® Dog character only:

Slinky® Dog is a registered trademark of Poof-Slinky, Inc. © Poof-Slinky, Inc.

If there are space limitations, the short-form notice is:

Slinky® Dog. © Poof-Slinky, Inc.

B. For any materials including the Mr. Potato Head and/or Mrs. Potato Head characters

(1) For any materials including the Mr. Potato Head character only:

MR. POTATO HEAD is a trademark of Hasbro used with permission.
© Hasbro. All Rights Reserved.

(2) For any materials including the Mrs. Potato Head character only:

MRS. POTATO HEAD is a trademark of Hasbro used with permission. © Hasbro. All Rights Reserved.

(3) For any materials including both the Mr. Potato Head and Mrs. Potato Head characters:

MR. POTATO HEAD & MRS. POTATO HEAD are trademarks of Hasbro used with permission. © Hasbro. All Rights Reserved.

C. For any materials including the Ken and/or Barbie characters:

Mattel toys used with permission. © Mattel, Inc. All Rights Reserved

For Licensed Products using the **DISNEY•PIXAR TOY STORY 2** Property:

1) **Intellectual Property Notice:** © Disney/Pixar

2) **Special Provisions:**

(i) For Licensed Products using the **TOY STORY** Properties, in addition to the information requested on the Royalty Statement, Licensee must separately report sales of Licensed Products using the Slinky® Dog character depicted in a 3D manner and/or any depictions of the Mr. Potato Head and Mrs. Potato Head characters and/or the Ken and Barbie characters.

(ii) For all Licensed Products, packaging and advertising materials, and other matter that includes depictions of the following characters, the following additional notices must be included, provided, however, Licensee may only use such characters on licensed Products licensed hereunder and as designated in a style guide for the respective **TOY STORY** Property:

A. For any materials including the Slinky® Dog character only:

Slinky® Dog is a registered trademark of Poof-Slinky, Inc. © Poof-Slinky, Inc.

If there are space limitations, the short-form notice is:

Slinky® Dog. © Poof-Slinky, Inc.

- B. For any materials including the Mr. Potato Head and/or Mrs. Potato Head characters
- (1) For any materials including the Mr. Potato Head character only:
- MR. POTATO HEAD is a trademark of Hasbro used with permission.
© Hasbro. All Rights Reserved.
- (2) For any materials including the Mrs. Potato Head character only:
- MRS. POTATO HEAD is a trademark of Hasbro used with permission. © Hasbro. All Rights Reserved.
- (3) For any materials including both the Mr. Potato Head and Mrs. Potato Head characters:
- MR. POTATO HEAD & MRS. POTATO HEAD are trademarks of Hasbro used with permission. © Hasbro. All Rights Reserved.
- C. For any materials including the Ken and/or Barbie characters:
- Mattel toys used with permission. © Mattel, Inc. All Rights Reserved

For Licensed Products using the **DISNEY•PIXAR TOY STORY 3** Property:

- 1) **Intellectual Property Notice:** © Disney/Pixar
- 2) **Special Provisions:**
- (i) For Licensed Products using the **TOY STORY** Properties, in addition to the information requested on the Royalty Statement, Licensee must separately report sales of Licensed Products using the Slinky® Dog character depicted in a 3D manner and/or any depictions of the Mr. Potato Head and Mrs. Potato Head characters and/or the Ken and Barbie characters.
- (ii) For all Licensed Products, packaging and advertising materials, and other matter that includes depictions of the following characters, the following additional notices must be included, provided, however, Licensee may only use such characters on licensed Products licensed hereunder and as designated in a style guide for the respective **TOY STORY** Property:
- A. For any materials including the Slinky® Dog character only:
- Slinky® Dog is a registered trademark of Poof-Slinky, Inc. © Poof-Slinky, Inc.
- If there are space limitations, the short-form notice is:
- Slinky® Dog. © Poof-Slinky, Inc.
- B. For any materials including the Mr. Potato Head and/or Mrs. Potato Head characters
- (1) For any materials including the Mr. Potato Head character only:
- MR. POTATO HEAD is a trademark of Hasbro used with permission.
© Hasbro. All Rights Reserved.

- (2) For any materials including the Mrs. Potato Head character only:

MRS. POTATO HEAD is a trademark of Hasbro used with permission. © Hasbro. All Rights Reserved.

- (3) For any materials including both the Mr. Potato Head and Mrs. Potato Head characters:

MR. POTATO HEAD & MRS. POTATO HEAD are trademarks of Hasbro used with permission. © Hasbro. All Rights Reserved.

- C. For any materials including the Ken and/or Barbie characters:

Mattel toys used with permission. © Mattel, Inc. All Rights Reserved

For Licensed Products using the **TOY STORY 4** Property:

- (a) **Intellectual Property Notice:** © Disney/Pixar

- (b) **Special Provisions:**

Licensee and Disney recognise that the Property is presently under development, and certain special provisions may need to be added to this Schedule, and/or certain provisions hereof may need to be revised, based on the specific terms and conditions as may be applicable to the Property when determined. Said provisions will not change any of the business terms set forth on this Schedule. Licensee and Disney hereby agree to the addition of such special provisions to this Schedule, to be automatically incorporated herein by written notice from Disney to Licensee.

For Licensed Products using the **DISNEY/PIXAR UP** Property:

- 1) All advertising and promotional material, and all packaging, including hang tags (if applicable), must have the names "Disney" and "Pixar" (in equal size lettering) located above the artwork title of the motion picture, unless otherwise directed during the approval process.
- 2) Without limiting the Section on Ownership in the License Agreement, the Licensed Products and PA Materials shall display Intellectual Property as follows:
©Disney/Pixar

For Licensed Products using the **DISNEY/PIXAR W.A.L.L.●E** Property:

- 1) All advertising and promotional material, and all packaging, including hang tags (if applicable), must have the names "Disney" and "Pixar" (in equal size lettering) located above the artwork title of the motion picture, unless otherwise directed during the approval process.
- 2) Without limiting the Section on Ownership in the License Agreement, the Licensed Products and PA Materials shall display Intellectual Property as follows:
©Disney/Pixar
- 3) In addition to the information requested on the Royalty Statement, Licensee must separately report sales of Licensed Products by SKU and character.

For Licensed Products using the **DISNEY•PIXAR BRAVE** Property:

- (a) **Intellectual Property Notice:** © Disney/Pixar

For Products using the **DISNEY•PIXAR FINDING DORY** Property:

- (a) **Intellectual Property Notice:** © Disney/Pixar

For Licensed Products using the **HIGH SCHOOL MUSICAL** Property:

In addition to the information requested on the Royalty Statement, Licensee must separately report sales of Licensed Products utilising the **HIGH SCHOOL MUSICAL** Property by SKU and character.

For Licensed Products using the **HIGH SCHOOL MUSICAL 2** Property:

In addition to the information requested on the Royalty Statement, Licensee must separately report sales of Licensed Products utilising the **HIGH SCHOOL MUSICAL** Property by SKU and character.

For Licensed Products using the **HIGH SCHOOL MUSICAL 3: SENIOR YEAR** Property:

In addition to the information requested on the Royalty Statement, Licensee must separately report sales of Licensed Products utilising the **HIGH SCHOOL MUSICAL** Property by SKU and character.

For Licensed Products using the **DISNEY•PIXAR INSIDE OUT** property:

- (a) **Intellectual Property Notice:** © Disney/Pixar

For Licensed Products using the **DISNEY LILO & STITCH** Property:

- 1) In addition to the information requested on the Royalty Statement, Licensee must separately report sales of Licensed Products utilising the character "Stitch" when such character is associated with the name, likeness or clothing of Elvis Presley.
- 2) Without limiting the Section on Ownership in the License Agreement, the Licensed Products and PA Materials shall display a trademark and Intellectual Property as follows:
"© Disney"
 - If Licensed Products contain intellectual property relating to Elvis Presley, including the name and likeness of Elvis Presley (and any sobriquets used by Elvis Presley, such as "The King" when used in conjunction with the likeness of Elvis Presley), the name "Graceland" and any depictions thereof, then the following line must appear on all packaging:
 - The registered trademark symbol ® after the word "Elvis" (eg., "Stitch as Elvis®"), and then the following legal line: "Elvis® Reg. U.S. Pat. & TM Off. The likeness of Elvis is owned by EPE and used by permission."
 - The following abbreviated notice may be used when space is limited:
The registered trademark symbol ® after the word "Elvis" (eg., "Stitch as Elvis®"), and then:
"Elvis® Reg. U.S. Pat & TM Off."

For Licensed Products using the **MUPPETS** Property:

- 1) Without limiting the Section on Ownership in the License Agreement, the Licensed Products and PA Materials shall display Intellectual Property as follows:
"© The Muppets Studio, LLC. All Rights Reserved."

- Depending on what is being used, the second line should list the trademarked items in all caps:
"© The Muppets Studio, LLC. All Rights Reserved. MUPPETS, KERMIT THE FROG, MISS PIGGY and The Muppets logo are trademarks of the Muppets Studio, LLC. All Rights Reserved."
- If the item is branded as "The Muppet Show", then MUPPET SHOW should be in all caps.
- If the item features various characters the legal line can read:
"© The Muppets Studio, LLC. All Rights reserved. MUPPETS characters and elements are trademarks of the Muppet Studio, LLC. All Rights Reserved. (if using the logo than the logo should be mentioned in the legal line).
- If space is an issue then: "©Muppets Studio"

For Licensed Products using the **PIRATES OF THE CARIBBEAN: THE CURSE OF THE BLACK PEARL** Property:

- 1) In addition to the information requested on the Royalty Statement, Licensee must separately report sales of Licensed Products by SKU and character as may be designated by Disney and as follows:
- 2) With respect to Licensed Products utilising the Aztec coin element (as depicted below) in a 3D manner to give the look and feel of an actual coin, Distribution Licensee must separately report sales of Licensed Products by SKU and the Aztec coin element.



- 3) With respect to Licensed Products utilising both the name THE BLACK PEARL and the likeness of the ship THE BLACK PEARL, Licensee must separately report sales of Licensed Products by SKU and the Black Pearl element.
- 4) With respect to Licensed Products utilising the Jack the Monkey character, Licensee must separately report sales of Licensed Products by SKU and the Jack the Monkey character.

For Licensed Products using the **PIRATES OF THE CARIBBEAN: DEAD MAN'S CHEST** Property:

- 1) In addition to the information requested on the Royalty Statement, Licensee must separately report sales of Licensed Products by SKU and character as may be designated by Disney and as follows:
- 2) With respect to Licensed Products utilising the Aztec coin element (as depicted below) in a 3D manner to give the look and feel of an actual coin, Distribution Licensee must separately report sales of Licensed Products by SKU and the Aztec coin element.



- 3) With respect to Licensed Products utilising both the name **THE BLACK PEARL** and the likeness of the ship **THE BLACK PEARL**, Licensee must separately report sales of Licensed Products by SKU and the Black Pearl element.
- 4) With respect to Licensed Products utilising the Jack the Monkey character, Licensee must separately report sales of Licensed Products by SKU and the Jack the Monkey character.

For Licensed Products using the **PIRATES OF THE CARIBBEAN: AT WORLD'S END** Property:

- 1) In addition to the information requested on the Royalty Statement, Licensee must separately report sales of Licensed Products by SKU and character as may be designated by Disney and as follows:
- 2) With respect to Licensed Products utilising the Aztec coin element (as depicted below) in a 3D manner to give the look and feel of an actual coin, Distribution Licensee must separately report sales of Licensed Products by SKU and the Aztec coin element.



- 3) With respect to Licensed Products utilising both the name THE BLACK PEARL and the likeness of the ship THE BLACK PEARL, Licensee must separately report sales of Licensed Products by SKU and the Black Pearl element.
- 4) With respect to Licensed Products utilising the Jack the Monkey character, Licensee must separately report sales of Licensed Products by SKU and the Jack the Monkey character.

For Licensed Products using the **DISNEY STANDARD CHARACTERS** franchise:

- (a) **Intellectual Property Notice:** © Disney
- (b) **Special Provisions:**

In addition to the information requested on the Royalty Statement, all Licensed Products that utilise only the Minnie Mouse character must be reported under the code specifically designated by Disney for Minnie Mouse. Licensed Products utilising Minnie Mouse alone should NOT be reported under the code for Disney Standard Characters. Licensed Products that include Minnie Mouse and any other Disney Standard Character(s) should be reported under the code designated for Disney Standard Characters.

For Licensed Products using the **STAR DARLINGS** Property:

- (a) **Intellectual Property Notice:** © Disney
- (b) **Special Provisions:**

For Licensed Products using the STAR DARLINGS Property, for purposes of this Schedule, Star Darlings, Inc., Ahmet Zappa, Shana Zappa and Barry Waldo shall be deemed included in the term "Disney Indemnified Entities" as defined in the License Agreement.

With respect to Licensed Products using the **DISNEY TANGLED** Property:

- 1) **Intellectual Property Notice:** © Disney

- 2) In addition to the information requested on the Royalty Statement, Licensee must separately report sales of Licensed Products by SKU and character.

For Licensed Products using the **DISNEY•PIXAR THE GOOD DINOSAUR** Property:

- (a) **Intellectual Property Notice:** © Disney/Pixar

For Licensed Products using the **TIM BURTON'S THE NIGHTMARE BEFORE CHRISTMAS** Property:

- 1) Licensee shall name Tim Burton as an additional "insured" on any and all certificates of insurance as required under the Section on Insurance in the License Agreement.

For Licensed Products using the **TSUM TSUM** Properties:

- (a) **Intellectual Property Notice:** "© Disney" unless otherwise indicated with respect to a Property licensed separately hereunder for use in connection with the **TSUM TSUM** brand name and logo.
- (b) **Special Provisions:**
 - (i) "TSUM TSUM" must always be used in connection with the term "Disney", ie. all Licensed Products must refer to "Disney TSUM TSUM" and not "TSUM TSUM" in isolation and "Disney TSUM TSUM" shall only be reproduced in the logo form as provided by Disney.
 - (ii) In addition to the information requested on the Royalty Statement, all Licensed Products using the Disney TSUM TSUM brand name and logo must be reported under the code specifically designated by Disney with respect to the TSUM TSUM franchise.
 - (iii) "Disney TSUM TSUM" is prohibited for the product category of shoes/footwear.
 - (iv) For Licensed Products using **Disney Standard Characters**, in addition to the information requested on the Royalty Statement, all Licensed Products that utilise only the Minnie Mouse character must be reported under the code specifically designated by Disney for Minnie Mouse. Licensed Products utilising Minnie Mouse alone should NOT be reported under the code for Disney Standard Characters. Licensed Products that include Minnie Mouse and any other Disney Standard Character(s) should be reported under the code designated for Disney Standard Characters.
 - (v) For Licensed Products using the **Winnie The Pooh Property**, without limiting the Section on Identification/ Labelling of Licensed Products in the License Agreement, Licensee agrees to include where reasonably practicable on the Licensed Products, or the packaging for the Licensed Products, or the hang tags for the Licensed Products (if applicable), the following language: Based on the "Winnie The Pooh" works by A.A. Milne and E.H. Shepard.
 - (vi) For Licensed Products using the **Disney Lilo & Stitch Property**, in addition to the information requested on the Royalty Statement, Licensee must separately report sales of Licensed Products utilising the character "Stitch" when such character is associated with the name, likeness or clothing of Elvis Presley.
 - (vii) For Licensed Products using the **Disney/Pixar Toy Story 2** and **Disney•Pixar Toy Story 3** Properties:

- 1) Without limiting the Section on Ownership in the License Agreement, the Licensed Products and PA Materials shall display a trademark and Intellectual Property as follows:
© Disney/Pixar
- (viii) For Licensed Products using the **Monsters Inc.** Property:
 - 1) Without limiting the Section on Ownership in the License Agreement, the Licensed Products and PA Materials shall display Intellectual Property as follows:
"© Disney Enterprises, Inc., and Pixar Animation Studios" or, if space is limited, "© Disney/Pixar"
 - 2) In addition to the information requested on the Royalty Statement, Licensee must separately report sales of Licensed Products by SKU and character.
- (ix) For Licensed Products using the Disney/Pixar **FINDING NEMO** and Disney/Pixar **A BUG'S LIFE** Properties:
 - 1) Without limiting the Section on Ownership in the License Agreement, the Licensed Products and PA Materials shall display Intellectual Property as follows: "© Disney Enterprises, Inc., and Pixar Animation Studios" or, if space is limited, "© Disney/Pixar"
 - 2) In addition to the information requested on the Royalty Statement, Licensee must separately report sales of Licensed Products by SKU and character.
- (x) For Licensed Products using the **CARS 3** Property:

For products and packaging (including hang tags, if applicable), advertising and promotional materials, please use the following copyright notice: © Disney/Pixar

- (i) When using the Disney•Pixar Cars 3 characters or backgrounds identified below (if licensed), in addition to the © Disney/Pixar notice, use the following long form legal notices on products, any advertising and promotional material, and all packaging bearing artwork from the applicable Cars 3 character(s) or background(s). However, where it is impracticable to use the long form notice because space is extremely limited (eg., on a hang tag or neck label), use the appropriate short form notices identified in the chart below.

Character Name	Long Form Legal Notice	Short Form Notice
Arvy's Motor Home*	<i>If "Willys Butte" decal is readable:</i> Willys is a trademark of FCA US LLC.	<i>If "Willys Butte" decal is readable:</i> Willys™
BMW 3 Series (unnamed b.g.)*	<i>If "BMW" name/logo is visible:</i> BMW is a trademark of BMW AG.	<i>If "BMW" name/logo is visible:</i> BMW™
Brent Mustangburger	Mustang is a trademark of Ford Motor Company.	Mustang™
Cadillac Range background	Background inspired by the Cadillac Ranch by	

	Ant Farm (Lord, Michels and Marquez) © 1974. [Note: must be the same size as "©Disney/Pixar" notice]	
Corvette (<i>unnamed</i>)*	Corvette is a trademark of General Motors.	Corvette™
Darrell Cartrip	Monte Carlo is a trademark of General Motors. Darrell Waltrip marks used by permission of Darrell Waltrip Motor Sports.	Monte Carlo™
Doc Hudson aka "Hud"	Hudson Hornet is a trademark of FCA US LLC.	Hudson Hornet™
Dusty Rust-eze	Dodge is a registered trademark of FCA US LLC.	Dodge®
Fiat 500 (<i>unnamed b.g.</i>)*	FIAT is a trademark of FIAT S.p.A.	FIAT™
Fillmore	Volkswagen trademarks, design patents and copyrights are used with the approval of the owner Volkswagen AG.	©Volkswagen AG
Gremlin (<i>unnamed b.g.</i>)*	AMC and Gremlin are trademarks of FCA US LLC.	Gremlin™
Hudson Hornet Piston Cup	Hudson Hornet is a trademark of FCA US LLC.	Hudson Hornet™
Jeff Gorvette (#24 racer)	Corvette is a trademark of General Motors.	Corvette™
Junior Moon*	Ford Coupe is a trademark of Ford Motor Company.	Ford™
Lightning McQueen	<i>If "Hudson Hornet" is visible, then use:</i> Hudson Hornet is a trademark of FCA US LLC. <i>If "Sarge's Surplus Hut" sticker is identifiable, then use:</i> "Sarge's rank insignia design used with the approval of the U.S. Army"	<i>If "Hudson Hornet" is visible, then use:</i> Hudson Hornet™
Lizzie	Model T is a trademark of Ford Motor Company.	Model T™

Louise "Barnstormer" Nash*	Nash Ambassador is a trademark of FCA US LLC.	Nash Ambassador™
Luigi	FIAT is a trademark of FIAT S.p.A.	FIAT™
Mack	Mack is a trademark of Mack Trucks, Inc.	Mack™
Mini Cooper (<i>unnamed b.g.</i>)*	MINI is a trademark of BMW AG. <i>If "Cooper" is also visible, then use: MINI Cooper is a trademark of BMW AG.</i>	MINI™ <i>If "Cooper" is also visible, then use: MINI Cooper™</i>
NextGen legend (<i>unnamed</i>)*	Hudson is a trademark of FCA US LLC.	Hudson™
Pacer (<i>unnamed b.g.</i>)*	AMC and Pacer are trademarks of FCA US LLC.	Pacer™
Ramone	Chevrolet Impala is a trademark of General Motors.	Chevrolet™
Range Rover (<i>unnamed b.g.</i>)*	Range Rover and Land Rover are trademarks of Land Rover.	Range Rover™, Land Rover™
Ray L. Camino*	El Camino is a trademark of FCA US LLC.	El Camino™
Rusty Rust-eze	Dodge is a registered trademark of FCA US LLC.	Dodge®
Sally	Porsche is a trademark of Porsche.	Porsche™
Sarge	Jeep and the Jeep grille design are registered trademarks of FCA US LLC. <i>If Sarge's badge is used, add: "Sarge's rank insignia design used with the approval of the U.S. Army"</i>	Jeep®
Sheriff	Mercury is a trademark of Ford Motor Company.	Mercury™
Smokey*	Hudson is a trademark of FCA US LLC.	Hudson™
Strip Weathers	Plymouth Superbird is a trademark of FCA US LLC. Petty marks used by permission of Petty Marketing LLC.	Plymouth Superbird™, Petty™
Tex Dinoco	Cadillac Coupe DeVille is a trademark of General Motors.	Cadillac™

Vitoline owner*	Bentley is a trademark of Bentley Motors Limited.	Bentley™
VW Beetle (<i>unnamed b.g.</i>)*	Volkswagen trademarks, design patents and copyrights are used with the approval of the owner Volkswagen AG.	©Volkswagen AG
VW Beetle as winged "bug" (<i>unnamed b.g.</i>)*	Volkswagen trademarks, design patents and copyrights are used with the approval of the owner Volkswagen AG.	©Volkswagen AG

* indicates character is new for CARS 3

The chart above represents known third-party legal notices to date. Additional notices may be added as they become known.

- (ii) Where multiple and varying characters are used in a product line, and it is impracticable to separately apply copyright and/or trademark notices, it would be preferable to use the following long form block IP notice on products, packaging, promotional and advertising materials:

"Disney/Pixar elements © Disney/Pixar; rights in underlying vehicles are the property of the following third parties, as applicable: Bentley is a trademark of Bentley Motors Limited, BMW, MINI and Cooper are trademarks of BMW AG; AMC, El Camino, Gremlin, Hudson, Hudson Hornet, Nash Ambassador, Pacer, Plymouth Superbird and Willys are trademarks of FCA US LLC.; Dodge and Jeep and the Jeep grille design are registered trademarks of FCA US LLC.; Darrell Waltrip marks used by permission of Darrell Waltrip Motor Sports; FIAT is a trademark of FIAT S.p.A.; Fairlane, Ford Coupe, Mercury, Model T, and Mustang are trademarks of Ford Motor Company; Cadillac Coupe DeVille, Chevrolet, Chevrolet Impala, Corvette and Monte Carlo are trademarks of General Motors; Range Rover and Land Rover are trademarks of Land Rover; Mack is a trademark of Mack Trucks, Inc.; Petty marks used by permission of Petty Marketing LLC; Carrera and Porsche are trademarks of Porsche; Sarge's rank insignia design used with the approval of the U.S. Army; Volkswagen trademarks, design patents and copyrights are used with the approval of the owner Volkswagen AG; Background inspired by the Cadillac Ranch by Ant Farm (Lord, Michels and Marquez) © 1974."

- (iii) Where multiple and varying characters are used in a product line, where it is impracticable to separately apply copyright and/or trademark notices, and where space limitations prevent the inclusion of the long form general IP notice above, use the following short form block IP notice on products, packaging, promotional and advertising materials:

"© Disney/Pixar; rights in underlying vehicles are the property of third parties, as applicable: AMCTM; BentleyTM; BMWTM; CadillacTM; CarreraTM; ChevroletTM; CorvetteTM; Dodge®; El CaminoTM; FairlaneTM; FIATTM; GremlinTM; HudsonTM, Hudson HornetTM; Jeep®; Land RoverTM; MackTM; MercuryTM; Model TTM; FordTM; MINI CooperTM; Monte CarloTM; MustangTM; Nash AmbassadorTM; PacerTM; PettyTM; Plymouth SuperbirdTM; PontiacTM; PorscheTM; Range RoverTM; ©Volkswagen AG; WillysTM."

- (xi) For Licensed Products using the MOANA Property (MOANA within the United Kingdom and VAIANA in all other countries defined in the Territory):

(a) **Intellectual Property Notice:** © Disney/Pixar

(b) **Special Provisions:**

Licensee and Disney recognise that the Property is presently under development, and certain special provisions may need to be added to this Schedule, and/or certain provisions hereof may need to be revised, based on the specific terms and conditions as may be applicable to the Property when determined. Said provisions will not change any of the business terms set forth on this Schedule. Licensee and Disney hereby agree to the addition of such special provisions to this Schedule, to be automatically incorporated herein by written notice from Disney to Licensee.

(xii) For Licensed Products using the **MUPPETS** Property:

1) Without limiting the Section on Ownership in the License Agreement, the Licensed Products and PA Materials shall display Intellectual Property as follows: "© The Muppets Studio, LLC. All Rights Reserved."

- Depending on what is being used, the second line should list the trademarked items in all caps:
"© The Muppets Studio, LLC. All Rights Reserved. MUPPETS, KERMIT THE FROG, MISS PIGGY and The Muppets logo are trademarks of the Muppets Studio, LLC. All Rights Reserved."
- If the item is branded as "The Muppet Show", then MUPPET SHOW should be in all caps.
- If the item features various characters the legal line can read:
"© The Muppets Studio, LLC. All Rights reserved. MUPPETS characters and elements are trademarks of the Muppet Studio, LLC. All Rights Reserved. (if using the logo than the logo should be mentioned in the legal line).
- If space is an issue then: "©Muppets Studio"

(xiii) For Licensed Products using the **DISNEY VILLAINS** Property:

(a) **Intellectual Property Notice:** © Disney

(b) With respect to Licensed Products sold using the WALT DISNEY PETER PAN Property, if names of the characters from the motion picture (ie., CAPTAIN HOOK) are included on such Licensed Products or related PA Materials, the following language must appear on such Licensed Products or PA Materials in close proximity to the Disney Intellectual Property Notice: "From Walt Disney's Masterpiece 'Peter Pan'".

For Licensed Products using the **WINNIE THE POOH** Property:

(a) **Intellectual Property Notice:** © Disney

(b) **Special Provisions:**

For Licensed Products using the **WINNIE THE POOH** Property, without limiting the Section on Identification/Labelling of Licensed Products in the License Agreement, Licensee agrees to

include where reasonably practicable on the Licensed Products, or the packaging for the Licensed Products, or the hang tags for the Licensed Products (if applicable), the following language: Based on the "Winnie The Pooh" works by A.A. Milne and E.H. Shepard.

For Licensed Products using the **DISNEY EMOJI PIXAR** property:

- (a) **Intellectual Property Notice:** © Disney/Pixar

For Licensed Products using the **THE INCREDIBLES 2** property:

- (a) **Intellectual Property Notice:** © Disney/Pixar

- (b) **Special Provisions:**

- 1) ***The Incredibles 2* title logo** also must be accompanied by, and in close proximity to, both character artwork and the branding Disney/Pixar on all advertising and promotional material, and all packaging, including hang tags (if applicable), unless otherwise directed during the approval process.
- 2) The **"i" icon logo** cannot be used by itself. It must always be accompanied by, and in close proximity to, the branding Disney/Pixar.
- 3) All character names from the film must always appear with character art and the film logo.
- 4) In addition to the information requested on the Royalty Statement, Licensee must separately report sales of Licensed Products using the character name "Elastigirl" by SKU.



The WALT DISNEY Company
Europe, Middle East & Africa

**CONSUMER PRODUCTS
 LICENSE AGREEMENT
 BETWEEN**

The Walt Disney Company Limited

and

Amscan International Limited

Agreement No. 100-1900007419

Schedule No. 2 and its Attachments (if any) together with the Standard Terms and Conditions (and its Exhibits) form the License Agreement ("License Agreement") between **The Walt Disney Company Limited ("Disney")**, with its principal place of business at **3 Queen Caroline Street, Hammersmith, London W6 9PE, United Kingdom** and **Amscan International Limited ("Licensee")**, with its principal place of business at **Brudenell Drive, Brinklow, Milton Keynes, MK10 0DA, United Kingdom**. The provisions of this Schedule shall be binding on Disney and Licensee upon full execution by both parties of the License Agreement. Capitalised terms in this Schedule are defined in this Schedule and in the Standard Terms and Conditions.

1. The Term begins on **1 October 2019** (the "Effective Date") and ends on **30 September 2021** (the "End Date").

Sales Period 1 : From 1 October 2019 to 31 December 2020

Sales Period 2 : From 1 January 2021 to 30 September 2021

2. **Territory:**

Territories	Countries
Baltics & Nordic	Estonia, Latvia, Lithuania, Bouvet Island, Denmark, Faeroe Islands, Finland, Greenland, Iceland, Norway, Queen Maud Land, Svalbard & Jan Mayen, Sweden
Benelux	Belgium, Luxembourg, Netherlands
Central Eastern Europe ("CEE")	Czech Republic, Slovakia, Hungary, Poland, Bulgaria, Romania, Albania, Bosnia and Herzegovina, Croatia, Macedonia, Montenegro, Serbia, Slovenia, Ukraine (excluding Crimea and Sevastopol), Moldova
France	France, French Guiana, French Polynesia, French Southern, Guadeloupe, Martinique, Mayotte, Monaco, New Caledonia, Reunion, St Pierre & Miquelon
Germany, Switzerland, Austria ("GSA")	Germany, Switzerland, Austria, Liechtenstein
Turkey, Israel, Greece ("TIG")	Turkey, Israel, Greece, Cyprus, Malta
Italy	Italy, San Marino, Vatican City

The Walt Disney Company Ltd.

3 Queen Caroline Street, Hammersmith, London W6 9PE, United Kingdom

Tel +44 (0) 20 8222 1000

The Walt Disney Company Limited. Registered office: 3 Queen Caroline Street, Hammersmith, London W6 9PE

Registered in England and Wales. Registered No. 530051

Middle East, North & Central Africa ("MENA")	Bahrain, Egypt, Iraq, Jordan, Kuwait, Lebanon, Oman, Qatar, Saudi Arabia, United Arab Emirates, Yemen, Algeria, Benin, Burkina Faso, Burundi, Cameroon, Central African Republic, Chad, Democratic Republic of the Congo, Djibouti, Equatorial Guinea, Ethiopia, Gabon, Ghana, Guinea, Ivory Coast, Liberia, Libya, Mali, Mauritania, Morocco, Niger, Rwanda, Senegal, Sierra Leone, Somalia, The Gambia, The Republic of the Congo, Togo, Tunisia, Western Sahara
Russia	Armenia, Azerbaijan, Belarus, Georgia, Kazakhstan, Kyrgyzstan, Russia, Tajikistan, Turkmenistan, Uzbekistan
South Africa	Angola, Botswana, Comoros, Kenya, Lesotho, Madagascar, Malawi, Mauritius, Mozambique, Namibia, Nigeria, Seychelles, South Africa, Swaziland, Tanzania, Uganda, Zambia, Zimbabwe
Iberia	Andorra, Canary Island, Spain, Cape Verde Islands, Guinea-Bissau, Portugal, Sao Tome & Principe
UK	Bermuda, British Antarctic, British Indian Ocean, Falkland Islands, Gibraltar, Republic Of Ireland, Kiribati, St Helena, United Kingdom

3. Properties:

Spider-Man Classic Style Guide.

Avengers Classic Style Guide.

Marvel Comics Retro Classic Style Guide.

Marvel Rising Classic Style Guide.

Deadpool Classic Style Guide.

Note: Licensed Products using the Deadpool Classic Style Guide must be designed for teens/adults only.

Captain Marvel Movie Style Guide:

Expiration date for Captain Marvel: The earlier of either 1) the End Date or 2) Twelve (12) months following the theatrical release date in the applicable Territory, provided such release(s) occurs prior to 31st December 2019. If such theatrical release(s) do not occur prior to 31st December 2019, Licensee shall not be granted any rights in those Properties.

Note: Spider-Man family characters appearing in the above film shall be excluded from this grant of rights.

Avengers: End Game Movie Style Guide:

Expiration date for Avengers: End Game: The earlier of either 1) the End Date or 2) Twelve (12) months following the theatrical release date in the applicable Territory, provided such release(s) occurs prior to 31st December 2019. If such theatrical release(s) do not occur prior to 31st December 2019, Licensee shall not be granted any rights in those Properties.

Note: Spider-Man family characters appearing in the above film shall be excluded from this grant of rights.

Black Widow Movie Style Guide:

Expiration date for Marvel's Black Widow: The earlier of either 1) the End Date or 2) Twelve (12) months following the theatrical release date in the applicable Territory, provided such release(s) occurs prior to 31st December 2020. If such theatrical release(s) do not occur prior to 31st December 2020, Licensee shall not be granted any rights in those Properties.

4. Licensed Products and Product Categories:

Product Categories	Licensed Product Description
Foil Balloons	Foil/Mylar Balloons
Latex Balloons	Latex/LED Latex Balloons, Latex Balloon Banner Kit (Latex Balloons plus HB Banner - Must be sold together)
Party Novelty & Décor	Table Centre Pieces and Award Ribbons, Lanterns (hanging and sold with sticks)
Party Goods	Disposable Party Games and Party Arts & Crafts to be sold individually or in compendiums. Games must be multi-player. Examples include but are not restricted to Treasure Hunts, Balloon Races, Pin the Tail and Bingo.
Cake Candles	Wax Birthday Candles
Cake Toppers	Cupcake Topper and Cake Decorations (Paper only)
Party Accessories	Cupcake Cases, Cupcake Stands, Confetti, Eye Patch, Guest Sign, Balloon Weights, Fabric Balloon Covers, 2D and 3D Pinatas, Photobooth Props, Paper Face Masks, Plastic Party Hats (to be sold in Multipacks - Minimum of 4 in each Pack), Plastic Tiaras (to be sold in Multipacks - Minimum of 4 in each Pack), Plastic Headbands (to be sold in Multipacks - Minimum of 4 in each Pack), Party Invitations, Laminated Cardboard Helmet – sold flat packed to be assembled at party, Kids Face Paint
Party Blow Outs	Party Blow Outs
Party Decoration Banners	Wall Decorations (i.e Scene Setters), Hanging Decorations (i.e. Swirl/ Cutout/ Dangling Decorations), Personalised Party Decorations (Personalisation must be add a name or an age), Personalised Party Banners (Personalisation must be add a name or add an age).
Party Favors	Individual Favour Packs that must be sold in a Minimum of 4 per Pack or Bulk Favour Packs.

5. Royalty Rates:

For Net Invoiced Billings Transactions:

Start Date	End Date	Properties	Licensed Products	In Sales (% of Net Invoiced Billings)	Out Sales (% of Net Invoiced Billings)
01/10/2019	30/09/2021	Black Widow Movie - With Likeness, Captain Marvel Movie - With	All <i>except</i> Foil Balloons	██████%	██████%

- (a) **Intellectual Property Notice:** Each name and character likeness shall be accompanied by the following legal line (or otherwise as designated):

For Licensed Products and Licensed Product packaging: © MARVEL

For advertising, marketing and promotional materials: © 2018 (or year of publication)
MARVEL

Characters from **The Avengers Classic Style Guide**, but only such characters and depictions of such characters, and accompanying artwork, designs and/or other elements, as may be designated by Disney in such Marvel Classic Style Guide or otherwise.

- (a) **Intellectual Property Notice:** Each name and character likeness shall be accompanied by the following legal line (or otherwise as designated):

For Licensed Products and Licensed Product packaging: © MARVEL

For advertising, marketing and promotional materials: © 2018 (or year of publication)
MARVEL

Characters from the dedicated **Marvel Comics Retro Classic Style Guide**, but only such characters and depictions of such characters, and accompanying artwork, designs and/or other elements, as may be designated by Disney in such Marvel Classic Style Guide or otherwise.

- (a) **Intellectual Property Notice:** Each name and character likeness shall be accompanied by the following legal line (or otherwise as designated):

For Licensed Products and Licensed Product packaging: © MARVEL

For advertising, marketing and promotional materials: © 2018 (or year of publication)
MARVEL

Characters from the **Marvel Rising Classic Style Guide**, but only such characters and depictions of such characters, and accompanying artwork, designs and/or other elements, as may be designated by Disney in such Marvel Classic Style Guide or otherwise.

- (a) **Intellectual Property Notice:** Each name and character likeness shall be accompanied by the following legal line (or otherwise as designated):

For Licensed Products and Licensed Product packaging: © MARVEL

For advertising, marketing and promotional materials: © 2018 (or year of publication)
MARVEL

Characters from the **Deadpool Classic Style Guide**, but only such characters and depictions of such characters, and accompanying artwork, designs and/or other elements, as may be designated by Disney in such Marvel Classic Style Guide or otherwise.

Note: Licensed Products using the **Deadpool Classic Style Guide** must be designed for teens/adults only.

- (a) **Intellectual Property Notice:** Each name and character likeness shall be accompanied by the following legal line (or otherwise as designated):

For Licensed Products and Licensed Product packaging: © MARVEL

8. **Samples:** 6 SKU's of each Licensed Product (with packaging) to be sent to the following addresses:

2 items per Stock Keeping Unit ("SKU")

Disney: **The Walt Disney Company Limited**
Address: 3 Queen Caroline Street, Hammersmith, London W6 9PE, United Kingdom
Attention: Katherine Drew

4 items per Stock Keeping Unit ("SKU")

Marvel: **Marvel Entertainment LLC**
Address: 135 West 50th Street, 7th Floor, New York, NY 10020, USA
Attention: Brand Assurance

9. **Earliest On Shelf Date:** Non Applicable

10. **Promotion Commitment:** During each Sales Period, the percentage of the cumulative total of Net Invoiced Billings and Consumer Sales in the Territory or the fixed sum, as set out below:

Promotion Commitment Percentage	Promotion Commitment Amount
██████%	Not Applicable

11. **CMF Contribution:** The percentage of the cumulative total of Net Invoiced Billings and Consumer Sales in the Passive Sales Territory or the fixed sum, as set out below:

CMF Percentage	CMF Amount	Due Date
██████%	Not Applicable	Quarterly

12. **Sell-Off Period:** 3 months (if granted)

13. **Address for Notices:**

Licensee: **600024628**
Address: Brudenell Drive, Brinklow, Milton Keynes, MK10 0DA, United Kingdom
email: mbeer@amsan-uk.co.uk
Attention: Managing Director

Licensee Emergency Contact Number:

Disney: **The Walt Disney Company Limited**
Address: 3 Queen Caroline Street, Hammersmith, London, W6 9PE, England
email: EMEA.DCP.Contract.Management@disney.com
Attention: Contract Management Centre

with a copy to:

Marvel: **Marvel Entertainment, LLC**
Address: 135 West 50th Street, 7th Floor, New York, NY 10020, USA
Attention: Business and Legal Affairs

14. **Legal Notices/Special Provisions:**

Licensee agrees to comply with the most current Style Guide for all Properties posted on the DCP Website or otherwise provided by Disney

Characters from the **Spider-Man Classic Style Guide**, but only such characters and depictions of such characters, and accompanying artwork, designs and/or other elements, as may be designated by Disney in such Marvel Classic Style Guide or otherwise.

				01/01/2020	[REDACTED]
				01/04/2020	[REDACTED]
				01/07/2020	[REDACTED]
	Territories		Italy		
8	01/10/2019	31/12/2020	[REDACTED]	01/10/2019	[REDACTED]
				01/01/2020	[REDACTED]
				01/04/2020	[REDACTED]
	Territories		MENA		
9	01/10/2019	31/12/2020	[REDACTED]	01/10/2019	[REDACTED]
				01/01/2020	[REDACTED]
				01/04/2020	[REDACTED]
				01/07/2020	[REDACTED]
				01/10/2020	[REDACTED]
	Territories		Russia		
10	01/01/2021	30/09/2021	[REDACTED]	01/01/2021	[REDACTED]
				01/04/2021	[REDACTED]
				01/07/2021	[REDACTED]
	Territories		France, Benelux		
11	01/01/2021	30/09/2021	[REDACTED]	01/01/2021	[REDACTED]
				01/04/2021	[REDACTED]
	Territories		CEE		
12	01/01/2021	30/09/2021	[REDACTED]	01/01/2021	[REDACTED]
				01/04/2021	[REDACTED]
				01/07/2021	[REDACTED]
	Territories		GSA		
13	01/01/2021	30/09/2021	[REDACTED]	01/01/2021	[REDACTED]
				01/04/2021	[REDACTED]
	Territories		Iberia		
14	01/01/2021	30/09/2021	[REDACTED]	01/01/2021	[REDACTED]
				01/04/2021	[REDACTED]
				01/07/2021	[REDACTED]
	Territories		Italy		
15	01/01/2021	30/09/2021	[REDACTED]	01/01/2021	[REDACTED]
				01/04/2021	[REDACTED]
				01/07/2021	[REDACTED]
	Territories		Baltics & Nordic, TIG, SA		
16	01/01/2021	30/09/2021	[REDACTED]	01/01/2021	[REDACTED]
				01/04/2021	[REDACTED]
	Territories		MENA		
17	01/01/2021	30/09/2021	[REDACTED]	01/01/2021	[REDACTED]
				01/04/2021	[REDACTED]
				01/07/2021	[REDACTED]
	Territories		UK		
18	01/01/2021	30/09/2021	[REDACTED]	01/01/2021	[REDACTED]
				01/04/2021	[REDACTED]
				01/07/2021	[REDACTED]
	Territories		Russia		

Each of such Guarantees shall apply to each group of Territories, Sales Periods, Properties and Licensed Products, as applicable, as separate accounts, and shall not be cross-collateralised between and among Territories, Sales Periods, Properties and Licensed Products.

7. **License Administration Fee: Non Applicable**

		Likeness, Avengers: End game Movie - With Likeness			
01/10/2019	30/09/2021	All others	All <i>except</i> Foil Balloons	██████%	██████%
01/10/2019	30/09/2021	Black Widow Movie - With Likeness, Captain Marvel Movie - With Likeness, Avengers: End game Movie - With Likeness	Foil Balloons	██████%	██████%
01/10/2019	30/09/2021	All others	Foil Balloons	██████%	██████%

Royalty Payment Period: Each calendar quarterly period during the Term and Sell-Off Period (if applicable).

6. **Guarantee instalments during the Term of this Schedule (if any):**

	Sales Period		Guarantee Amount	Guarantee Instalment Payment Schedule	
	From	To		Due Date	Amount
1	01/10/2019	31/12/2020	██████████	01/10/2019	██████████
				01/01/2020	██████████
				01/04/2020	██████████
				01/07/2020	██████████
				01/10/2020	██████████
Territories			UK		
2	01/10/2019	31/12/2020	██████████	01/10/2019	██████████
				01/01/2020	██████████
				01/04/2020	██████████
				01/07/2020	██████████
				01/10/2020	██████████
Territories			France, Benelux		
3	01/10/2019	31/12/2020	██████████	01/10/2019	██████████
				01/01/2020	██████████
				01/04/2020	██████████
				Territories	
4	01/10/2019	31/12/2020	██████████	01/10/2019	██████████
				01/01/2020	██████████
				01/04/2020	██████████
				Territories	
5	01/10/2019	31/12/2020	██████████	01/10/2019	██████████
				01/01/2020	██████████
				01/04/2020	██████████
				01/07/2020	██████████
				01/10/2020	██████████
Territories			Baltics & Nordic, TIG, SA		
6	01/10/2019	31/12/2020	██████████	01/10/2019	██████████
				01/01/2020	██████████
				01/04/2020	██████████
				01/07/2020	██████████
				01/10/2020	██████████
Territories			GSA		
7	01/10/2019	31/12/2020	██████████	01/10/2019	██████████

For advertising, marketing and promotional materials: © 2018 (or year of publication)
MARVEL

Characters from the *Captain Marvel Movie Style Guide*, but only such characters and depictions of such characters, and accompanying artwork, designs and/or other elements, as may be designated by Disney in such Marvel Movie Style Guide or otherwise.

- (a) **Intellectual Property Notice:** Each name and character likeness shall be accompanied by the following legal line (or otherwise as designated):

For Licensed Products and Licensed Product packaging: © MARVEL

For advertising, marketing and promotional materials: © 2019 (or year of publication)
MARVEL

- (b) **Special Provisions:**

Characters from the *Captain Marvel Movie Style Guide* shall be subject to any actor/actress agreements for such production (including approvals, payment of additional participations, re-use, guild fees, and various merchandising and promotional restrictions).

Licensee understands that the date of the Captain Marvel theatrical release is subject to change without notice. No representations are made hereunder that any film(s) will be released at any particular date or released within the Term. If the theatrical release does not occur during the Term, Licensee shall not be granted any rights in the *Captain Marvel Movie Style Guide*.

Licensee may not co-mingle material from Marvel Classic Style Guides with materials contained in Marvel Movie Style Guides without prior written approval.

Characters from the *Black Widow Movie Style Guide*, but only such characters and depictions of such characters, and accompanying artwork, designs and/or other elements, as may be designated by Disney in such Marvel Movie Style Guide or otherwise.

- (a) **Intellectual Property Notice:** Each name and character likeness shall be accompanied by the following legal line (or otherwise as designated):

For Licensed Products and Licensed Product packaging: © MARVEL

For advertising, marketing and promotional materials: © 2019 (or year of publication)
MARVEL

- (b) **Special Provisions:**

Characters from the *BlackWidow Movie Style Guide* shall be subject to any actor/actress agreements for such production (including approvals, payment of additional participations, re-use, guild fees, and various merchandising and promotional restrictions).

Licensee understands that the date of the Black Widow theatrical release is subject to change without notice. No representations are made hereunder that any film(s) will be released at any particular date or released within the Term. If the theatrical release does not occur during the Term, Licensee shall not be granted any rights in such Movie Style Guides.

With respect to Licensed Products using Black Widow Movie Style Guide, the parties recognize that the Property is presently under development, and certain special provisions may need to be

added to this Schedule, and/or certain provisions hereof may need to be revised, based on the specific terms and conditions as may be applicable to the Property when determined.

Said provisions will not change any of the business terms set forth on this Schedule.

Licensee and Disney hereby agree to the addition of such special provisions to this Schedule, to be automatically incorporated herein by written notice from Disney to Licensee.

Licensee may not co-mingle material from Marvel Classic Style Guides with materials contained in Marvel Movie Style Guides without prior written approval.

Characters from the *Avengers: End Game Movie Style Guide*, but only such characters and depictions of such characters, and accompanying artwork, designs and/or other elements, as may be designated by Disney in such Marvel Movie Style Guide or otherwise.

- (a) **Intellectual Property Notice:** Each name and character likeness shall be accompanied by the following legal line (or otherwise as designated):

For Licensed Products and Licensed Product packaging: © MARVEL

For advertising, marketing and promotional materials: © 2019 (or year of publication) MARVEL

- (b) **Special Provisions:**

Characters from the *Avengers: End Game Movie Style Guide* shall be subject to any actor/actress agreements for such production (including approvals, payment of additional participations, re-use, guild fees, and various merchandising and promotional restrictions).

Licensee understands that the date of the Avengers 4 theatrical release is subject to change without notice. No representations are made hereunder that any film(s) will be released at any particular date or released within the Term. If the theatrical release does not occur during the Term, Licensee shall not be granted any rights in the *Avengers: End Game Movie Style Guide*.

Licensee may not co-mingle material from Marvel Classic Style Guides with materials contained in Marvel Movie Style Guides without prior written approval.



The WALT DISNEY Company
Europe, Middle East & Africa

**CONSUMER PRODUCTS
 LICENSE AGREEMENT
 BETWEEN**

The Walt Disney Company Limited

and

Amscan International Limited

Agreement No. 100-1900007418

Schedule No. 3. and its Attachments (if any) together with the Standard Terms and Conditions (and its Exhibits) form the License Agreement ("**License Agreement**") between **The Walt Disney Company Limited ("Disney")**, with its principal place of business at **3 Queen Caroline Street, Hammersmith, London W6 9PE, United Kingdom** and **Amscan International Limited ("Licensee")**, with its principal place of business at **Brudenell Drive, Brinklow, Milton Keynes, MK10 0DA, United Kingdom**. The provisions of this Schedule shall be binding on Disney and Licensee upon full execution by both parties of the License Agreement. Capitalised terms in this Schedule are defined in this Schedule and in the Standard Terms and Conditions.

1. The **Term** begins on **1 October 2019** (the "**Effective Date**") and ends on **30 September 2021** (the "**End Date**").

Sales Period 1 : From 1 October 2019 to 31 December 2020

Sales Period 2 : From 1 January 2021 to 30 September 2021

2. **Territory:**

Territories	Countries
Baltics & Nordic	Estonia, Latvia, Lithuania, Bouvet Island, Denmark, Faeroe Islands, Finland, Greenland, Iceland, Norway, Queen Maud Land, Svalbard & Jan Mayen, Sweden
Benelux	Belgium, Luxembourg, Netherlands
Central Eastern Europe ("CEE")	Czech Republic, Slovakia, Hungary, Poland, Bulgaria, Romania, Albania, Bosnia and Herzegovina, Croatia, Macedonia, Montenegro, Serbia, Slovenia, Ukraine (excluding Crimea and Sevastopol), Moldova
France	France, French Guiana, French Polynesia, French Southern, Guadeloupe, Martinique, Mayotte, Monaco, New Caledonia, Reunion, St Pierre & Miquelon
Germany, Switzerland, Austria ("GSA")	Germany, Switzerland, Austria, Liechtenstein
Turkey, Israel, Greece ("TIG")	Turkey, Israel, Greece, Cyprus, Malta
Italy	Italy, San Marino, Vatican City

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Russia	Armenia, Azerbaijan, Belarus, Georgia, Kazakhstan, Kyrgyzstan, Russia, Tajikistan, Turkmenistan, Uzbekistan
South Africa	Angola, Botswana, Comoros, Kenya, Lesotho, Madagascar, Malawi, Mauritius, Mozambique, Namibia, Nigeria, Seychelles, South Africa, Swaziland, Tanzania, Uganda, Zambia, Zimbabwe
Iberia	Andorra, Canary Island, Spain, Cape Verde Islands, Guinea-Bissau, Portugal, Sao Tome & Principe
UK	Bermuda, British Antarctic, British Indian Ocean, Falkland Islands, Gibraltar, Republic Of Ireland, Kiribati, St Helena, United Kingdom

3. **Properties:**

STAR WARS PREQUELS (STAR WARS: EPISODE I – THE PHANTOM MENACE, STAR WARS: EPISODE II – ATTACK OF THE CLONES and STAR WARS: EPISODE III – REVENGE OF THE SITH).

STAR WARS CLASSIC (STAR WARS: EPISODE IV – A NEW HOPE, STAR WARS: EPISODE V – THE EMPIRE STRIKES BACK, STAR WARS: EPISODE VI – RETURN OF THE JEDI).

STAR WARS REBELS.

STAR WARS: THE FORCE AWAKENS.

ROGUE ONE: A STAR WARS STORY.

STAR WARS: THE LAST JEDI

SOLO: A STAR WARS STORY

STAR WARS EPISODE IX

STAR WARS: RESISTANCE

THE MANDALORIAN

4. **Licensed Products and Product Categories:**

Product Categories	Licensed Product Description
Foil Balloons	Foil/Mylar Balloons
Latex Balloons	Latex/LED Latex Balloons, Latex Balloon Banner Kit (Latex Balloons plus HB Banner - Must be sold together)

For Net Invoiced Billings Transactions:

Start Date	End Date	Properties	Licensed Products	In Sales (% of Net Invoiced Billings)	Out Sales (% of Net Invoiced Billings)
01/10/2019	30/09/2021	All	Foil Balloons	██████%	██████%
01/10/2019	30/09/2021	All	All others	██████%	██████%

Royalty Payment Period: Each calendar quarterly period during the Term and Sell-Off Period (if applicable).

6. **Guarantee instalments during the Term of this Schedule (if any):**

	Sales Period		Guarantee Amount	Guarantee Instalment Payment Schedule	
	From	To		Due Date	Amount
1	01/10/2019	31/12/2020	██████	01/10/2019	██████
				01/01/2020	██████
	Territories		France, Benelux		
2	01/10/2019	31/12/2020	██████	01/10/2019	██████
				01/01/2020	██████
	Territories		Italy, Iberia		
3	01/10/2019	31/12/2020	██████	01/10/2019	██████
				01/01/2020	██████
				01/04/2020	██████
				01/07/2020	██████
	Territories		Baltic and Nordics, CEE, SA, TIG, MENA, Russia		
4	01/10/2019	31/12/2020	██████	01/10/2019	██████
				01/01/2020	██████
				01/04/2020	██████
				01/07/2020	██████
	Territories		UK		
5	01/10/2019	31/12/2020	██████	01/10/2019	██████
				01/01/2020	██████
				01/04/2020	██████
				01/07/2020	██████
	Territories		GSA		
6	01/01/2021	30/09/2021	██████	01/01/2021	██████
	Territories		Benelux, France		
7	01/01/2021	30/09/2021	██████	01/01/2021	██████
				01/04/2021	██████
	Territories		Baltic and Nordics, CEE, SA, TIG, MENA, Russia		
8	01/01/2021	30/09/2021	██████	01/01/2021	██████
				01/04/2021	██████
	Territories		UK		
9	01/01/2021	30/09/2021	██████	01/01/2021	██████
				01/04/2021	██████
Territories		Italy, Iberia			

Cake Candles	Wax Birthday Candles
Cake Toppers	Cupcake Topper (Paper and if Plastic cannot be shaped like 3D figures [Character Busts and/or Helmets may be permitted] or Vehicles) and Cake Decorations (Paper only)
Party Accessories	Cupcake Cases, Cupcake Stands, Confetti, Flat/2D Paper Face Masks, Eye Patch, Guest Sign, Balloon Weights (cannot be shaped like 3D figures [Character Busts and/or Helmets may be permitted] or Vehicles), 2D and 3D Traditional Pinatas, Fabric Balloon Covers, Plastic Party Hats (to be sold in Multipacks - Minimum of 4 in each Pack), Plastic Tiaras (to be sold in Multipacks - Minimum of 4 in each Pack) Plastic Headbands (to be sold in Multipacks - Minimum of 4 in each Pack), 2D Photobooth Props, Kids Face Paint (Masks, Hats, Tiaras and Headbands cannot be executed as Role Playing Toys)
Party Blow Outs	Cannot be shaped like 3D figures [Character Busts and/or Helmets may be permitted], Lightsabers or Vehicles
Party Decoration Banners	2D Wall Decorations (i.e. Scene Setters with 2D images from the Licensed Material), 2D Hanging Decorations (i.e. Swirl/ Cutout/ Dangling Decorations with 2D images from the Licensed Material), Personalised Party Decorations (Personalisation must be add a name or add an age), Personalised Party Banners (Personalisation must be add a name or add an age).
Party Favors	Party Favors sold individually in packs of 4 or combined with other Licensed products in Bulk Favor packs of 20pcs or 24pcs (including yo-yos, Erasers [shaped like 3D character busts or helmets only], Character Pens [2D images of Characters or 3D Character Busts or Helmets only], and Disc Toss [traditionally shaped discs with 2D images from the Licensed Material], 2D Photo Booth Props, Flat 2D Foam Fingers (with drawn not sculpted details), Stencil Rulers, Pencils, Rulers, 2D Printed Erasers, Sharpeners, Notepads, Stickers, Activity Notepads, Flying Discs (shaped like traditional frisbees) Flat/2D Card Maze Games and Disc Shooters (with traditionally shaped 2D discs) each subject to the prior written approval of Disney)
Party Goods	Disposable Party Games (cannot include any figures, vehicles or lightsaber toys) and Flat/2D Party Arts & Crafts to be sold individually or in compendiums. Games must be multi-player. Examples of disposable party games and flat/2D party arts and crafts include but are not restricted to Treasure Hunts, Balloon Races, Pin the Tail and Bingo, each subject to the prior written approval of Disney, Party invitations
Party Novelty & Décor	Table Centre Pieces and Award Ribbons, Lanterns (hanging and sold with sticks)

5. **Royalty Rates:**

10	01/01/2021	30/09/2021	[REDACTED]	01/01/2021	[REDACTED]
				01/04/2021	[REDACTED]
				01/07/2021	[REDACTED]
Territories			GSA		

Each of such Guarantees shall apply to each group of Territories, Sales Periods, Properties and Licensed Products, as applicable, as separate accounts, and shall not be cross-collateralised between and among Territories, Sales Periods, Properties and Licensed Products.

7. **License Administration Fee:** Not Applicable
8. **Samples:** 6 SKU's of each Licensed Product (with packaging) to be sent to the following addresses:

6 items per Stock Keeping Unit ("SKU")

Disney: **The Walt Disney Company Limited**
Address: 3 Queen Caroline Street, Hammersmith, London W6 9PE, United Kingdom
Attention: Katherine Drew

9. **Earliest On Shelf Date:** Date to be determined by Licensor in its sole and absolute discretion for the Properties listed below:

Property:
The Mandalorian
Star Wars (Episode 9)

10. **Promotion Commitment:** During each Sales Period, the percentage of the cumulative total of Net Invoiced Billings and Consumer Sales in the Territory or the fixed sum, as set out below:

Promotion Commitment Percentage	Promotion Commitment Amount
1.00%	Not Applicable

11. **CMF Contribution:** The percentage of the cumulative total of Net Invoiced Billings and Consumer Sales in the Passive Sales Territory or the fixed sum, as set out below:

CMF Percentage	CMF Amount	Due Date
1.00%	Not Applicable	Quarterly

12. **Sell-Off Period:** 3 months (if granted)

13. **Address for Notices:**

Licensee: **Amscan International Limited**
Address: Brudenell Drive, Brinklow, Milton Keynes, MK10 0DA, United Kingdom
email: mbeer@amscan-uk.co.uk
Attention: Managing Director

Licensee Emergency Contact Number:

Disney: **The Walt Disney Company Limited**
Address: 3 Queen Caroline Street, Hammersmith, London, W6 9PE, England
email: EMEA.DCP.Contract.Management@disney.com
Attention: Contract Management Centre

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DATED: 8/15/2019

STANDARD TERMS AND CONDITIONS

These standard terms and conditions (the "**Standard Terms and Conditions**") are hereby incorporated by reference into one (1) or more Schedules and its attachments (if any) between Disney and Licensee as though set forth in full. Each Schedule shall have a separate reference number and together with these Standard Terms and Conditions shall form the License Agreement between Disney and Licensee. When Schedules are added to the Standard Terms and Conditions the provisions of each Schedule shall be binding on Disney and Licensee upon full execution by both Parties of the License Agreement. Disney and Licensee agree as follows:

1. **DEFINED TERMS**

Capitalised terms in a License Agreement have the following meanings and are set out below in the order in which they appear in these Standard Terms and Conditions.

- 1.1 "**License Agreement**" means (i) these Standard Terms and Conditions, (ii) a Schedule and its Attachment(s), and (iii) Exhibits.
- 1.2 "**Schedule**" means the document signed by the Parties containing the business and other terms applicable to Licensed Products and Properties of a License Agreement that together with the Standard Terms and Conditions form a License Agreement.
- 1.3 "**Attachment(s)**" means any document(s) containing supplemental information or provisions relating to a Schedule, which is attached to such Schedule and incorporated into the applicable License Agreement by reference.
- 1.4 "**Exhibits**" means any exhibits attached to these Standard Terms and Conditions.
- 1.5 "**Party(ies)**" means Disney and/or Licensee, as indicated by the context.
- 1.6 "**Licensed Products**" means articles of Merchandise as specified in a Schedule (i) in connection with which Licensed Material is incorporated, reproduced, displayed or otherwise used and/or (ii) manufactured or sold, in each case in accordance with a License Agreement.
- 1.7 "**Property**" or "**Properties**" means the films, television shows, franchises, brands, Style Guides, and other works, as specified in a Schedule, owned or co-owned by or licensed to Disney.
- 1.8 "**Merchandise**" means consumer products of every nature and description including, without limitation, their associated labels, hangtags, packaging and containers.
- 1.9 "**Licensed Material**" means Creative Works, Trademarks and Disney Design Elements.
- 1.10 "**Style Guide(s)**" means Disney's proprietary compilation of characters and character depictions, other proprietary material, and accompanying artwork, designs and/or other elements, including, without limitation, product restrictions and special requirements, for a Property.
- 1.11 "**Creative Works**" means depictions of characters and such accompanying designs and artwork, as may be designated by Disney from the Properties specified in a Schedule.
- 1.12 "**Trademarks**" (which is deemed to read "**Trade Marks**", if applicable) means the words, names, designs, logos, brands, symbols, devices, trade dress, slogans and tag lines, alone or in any combination, subject to any special restrictions as to usage as may be identified by Disney that: (i) pertain to the Properties, but only as specifically designated by Disney, and, in the case of character names, only to be used together with character artwork on Licensed Products and PA Material, (ii) consist of "Disney" and variations thereof, including in stylised format specifically designated by Disney, only to be used together with designated artwork and/or designs on Licensed Products and PA Materials, or (iii) are otherwise specified as an authorised Trademark(s) in a Schedule.
- 1.13 "**Disney Design Elements**" means (i) the aesthetic features of Licensed Products and PA Materials, including, without limitation, the style, design, size, shape, colour, trade dress, and appearance of Licensed Products and PA Materials, (ii) any artwork, photograph, recording, text (including translations), name, design, logo, brand, symbol, device, slogan, tag line, or other comparable materials used on or in connection with Licensed Products or PA Materials,

and (iii) all intellectual property rights related to the foregoing, in each case, which are either (a) provided by Disney or (b) created by or for Licensee, for use on or in connection with Licensed Products and PA Materials and derived or adapted from, based by direct reference or implication upon (eg., by shape or outline but without specific features), or designated as part of the design program to accompany, any of the Creative Works, Style Guide(s), Trademarks, or other proprietary or intellectual property of DEI or its Designee.

- 1.14 **"PA Material"** means any promotional, advertising and marketing materials (including without limitation those relating to and/or consisting of (i) sweepstakes, contests or other similar games, (ii) television, radio, internet, print, wireless and outdoor advertisements, (iii) Catalogues, circulars and other mailings, (iv) blogs, social media posts, ad placements, texts, tweets, instant messages and push notifications, (v) website pages, (vi) videos, (vii) in-store materials (eg. displays, banners, signage, posters, endcaps, wrappers and standees) and (viii) press releases and any other public statements or disclosures) that incorporate, reproduce, display, reference or otherwise use the Licensed Material, in each case in accordance with a License Agreement, in any and all media or platforms now known or hereafter devised.
- 1.15 **"DEI or its Designee"** means Disney Enterprises, Inc., or its designated Affiliate(s), licensor(s) or assignee(s).
- 1.16 **"Catalogues"** means digital or mail order catalogues that (i) offer Merchandise for sale to Consumers and (ii) are not otherwise associated with any Authorised Customers.
- 1.17 **"Affiliate"** means, with respect to a Person, any other Person that, directly or indirectly, Controls, is Controlled by, or is under common Control with, such Person.
- 1.18 **"Consumer(s)"** means a purchaser of a Licensed Product for personal use rather than resale, including employees of Licensee.
- 1.19 **"Authorised Customers"** means Retailers, Catalogues, Wholesalers or Consumers. Authorised Customers shall not include any Prohibited Persons.
- 1.20 **"Control"** (including, the terms **"Controlling"** **"Controlled by"** and **"under common Control with"**) means possession, directly or indirectly, through one (1) or more intermediaries, of the power to direct or cause the direction of management and policies of a Person, whether through ownership of voting securities or otherwise.
- 1.21 **"Person"** means any individual or form of legal entity.
- 1.22 **"Retailers"** means independent and chain retail outlets which have (i) storefronts, where customers walk into the physical store locations, and/or (ii) digital storefronts on the internet, and, in each instance, whose primary activity is selling Merchandise to Consumers.
- 1.23 **"Wholesaler"** means a Person such as a distributor who buys Licensed Products from Licensee and resells them to Retailers, and/or Catalogues, but not directly to Consumers.
- 1.24 **"Prohibited Person(s)"** means (i) those Persons with whom Licensee may not conduct business by Law, and/or (ii) those additional Persons with whom Licensee is prohibited by Disney from engaging in any activities under a License Agreement (including without limitation for reasons of intellectual property protection and enforcement, concerns for political or human rights, or environmental protection). Information regarding the list of Prohibited Persons is posted on the ILS Website and included in the ILS Program Manual.
- 1.25 **"DCP Website"** means disneylicensing.com (or any successor website).
- 1.26 **"ILS Program Manual"** means the document containing details of the ILS Program.

- 1.27 "**Law(s)**" means applicable laws, rules and regulations, including without limitation, local and national laws, rules and regulations, directives, treaties, voluntary industry standards (including without limitation European standards linked to the General Product Safety Directive, the Directive on Equipment with Voltage Limits and the TSD), and other legal obligations pertaining to a License Agreement and/or to any of Licensee's activities under a License Agreement, including without limitation, those applicable to any Tax, consumer and/or product safety laws and policies of any applicable consumer product safety commissions or agencies and other governmental authorities, data privacy and the privacy and protection of personally identifiable information, the protection of minors, employees, and the environment, anti-corruption (ie. the United States Foreign Corrupt Practices Act of 1977 and any amendments thereto, the UK Bribery Act 2010 and any similar national or international equivalents), trade restrictions (ie. customs, export and import controls, sanctions and embargoes) including United States trade restrictions, and the manufacture, labelling, pricing, sale, or distribution of Licensed Products.
- 1.28 "**ILS Program**" means The Walt Disney Company's policies, procedures, and requirements with respect to international labour standards ("**ILS**"). The ILS Program is described in Section 5 of these Standard Terms and Conditions and in the ILS Program Manual.
- 1.29 "**ILS Website**" means disneylaborstandards.com (or any successor website).
- 1.30 "**TSD**" means directive 2009/48/EC on the safety of toys.
- 1.31 "**Tax(es)**" means any and all federal, state, provincial, local, municipal and foreign taxes, assessments and other governmental charges, duties, impositions, and liabilities of any kind, including without limitation, sales, use, withholding, goods and services, value-added or similar taxes.
- 1.32 "**Term**" means the period commencing on the Effective Date of a Schedule, and ending upon the End Date of such Schedule, or upon the earlier termination of a License Agreement including such Schedule.
- 1.33 "**Effective Date**" means the date, specified in a Schedule, on which the Term of a License Agreement commences.
- 1.34 "**End Date**" means the date, specified in a Schedule, on which the Term of a License Agreement ends.
- 1.35 "**Permitted Sourcing Country(ies)**" means those countries specified by Disney in or from which Licensee may manufacture or source Licensed Products, PA Materials, and components thereof (including without limitation raw materials and blank items). Disney may establish additional requirements as a condition to conducting any of the foregoing activities in certain Permitted Sourcing Countries. The current list of Permitted Sourcing Countries is posted on the ILS Website and included in the ILS Program Manual.
- 1.36 "**Territory**" means the countries, regions or other geographic designations specified in a Schedule in which Licensee may sell Licensed Products to Authorised Customers. The Territory of any License Agreement shall not include any country prohibited by Law with respect to Licensed Products. Disney shall have the right at any time, upon reasonable notice to Licensee which may be provided through the DCP Website, to withdraw any country from the scope of the License Agreement in which it determines it is not in the interests of Disney to conduct business (including without limitation for reasons of intellectual property protection and enforcement, concerns for political or human rights, or environmental protection). If a country becomes prohibited by Law, the country shall be removed from the scope of the License

Agreement automatically as of the effective date of such Law without need of any notice from Disney. It is Licensee's responsibility to monitor any such changes.

- 1.37 **"Virtual Goods"** means digital or interactive products or experiences, now known or hereafter devised, including, without limitation, digital comics, motion comics, interactive/video games, avatars, virtual goods or items, digital offerings (eg., icons, screensavers, wallpapers, and ringtones), radio-frequency identification or near field communication (RFID/NFC), 3D printing, augmented reality, software programs and applications or "apps", in all media and platforms (including mobile/wireless) now known or hereafter devised.
- 1.38 **"Product Approval Provisions"** are set forth in Section 6 of these Standard Terms and Conditions.
- 1.39 **"Passive Sales Territory"** means the Territory plus, if the Territory includes any area within the European Economic Area or the European Free Trade Association, the remainder of the European Economic Area and the European Free Trade Association.
- 1.40 **"New Media Protocols"** are set forth in Exhibit D of these Standard Terms and Conditions and posted on the DCP Website.
- 1.41 **"Earliest On-Shelf Date"** means the date before which Licensed Products shall not be put on shelf for sale to the general public, either by Licensee, its Affiliates, by Authorised Customer, or otherwise available for a Consumer to purchase. The Earliest On-Shelf Date shall, in respect of those Properties that have not yet had a theatrical, television, home entertainment or interactive game release, or Properties for which there is a re-branding initiative or "new look" scheduled for introduction, be as referenced in the applicable schedule(s), unless otherwise specified in writing by Disney. In respect of all other Properties, the Earliest On-Shelf Date shall be the commencement date of the Term or the applicable amendment, unless otherwise specified in writing by Disney.
- 1.42 **"Marketing Date"** means the date by which commercial quantities of the Licensed Products shall be made available for purchase throughout the Territory. The Marketing Date shall be no later than the date which is six (6) months from the commencement of the Term or the commencement date of any applicable amendment, unless otherwise specified in writing by Disney.
- 1.43 **"Promotional Activities"** means the activities set out at Section 3.4.
- 1.44 **"Sample(s)"** means the number of units of each Licensed Product (with packaging) specified in a Schedule from the first (1st) production run of each supplier of each of the Licensed Products, including that specified number of Samples of each different style and artwork design of each Licensed Product.
- 1.45 **"Promotion Commitment"** means the minimum required expenditures specified in a Schedule that Licensee shall spend on Promotional Activities to support Licensed Products.
- 1.46 **"Royalty Payment Period"** means each calendar quarterly period during the Term and Sell-Off Period (if applicable). If sales of Licensed Products commence on a date that is not the first (1st) day of the calendar quarterly period, then the first (1st) Royalty Payment Period shall be deemed to be the calendar quarterly period in which such date falls; if the Term (or Sell-Off Period, if applicable) expires on a date that is not the last day of the calendar quarterly period, then the last Royalty Payment Period shall be deemed to be the calendar quarterly period in which such date falls.
- 1.47 **"Sell-Off Period"** means the limited period, as provided in a Schedule, from the date immediately following the expiration of the Term of a License Agreement during which

Licensee may, subject to Section 13.4, dispose of any unsold inventory of Licensed Products on a non-exclusive basis.

- 1.48 "**Common Marketing Fund**" (or "**CMF**") means the amounts collected by Disney from licensees to be expended by Disney, or its Affiliates or designees, in the amounts and in the manner Disney deems most appropriate in order to provide support and protection to the overall Disney licensing program, including, without limitation, national or local advertising, marketing and promotion, market research, retail support of Licensed Products and/or Properties, or other Disney properties.
- 1.49 "**CMF Contribution(s)**" means the non-refundable amount(s), if any, specified in a Schedule, payable by the date(s) specified therein, as a contribution to the Common Marketing Fund.
- 1.50 "**Guarantee**" means the non-refundable minimum amounts of Royalties, not reduced by VAT, specified in a Schedule that Licensee guarantees to pay to Disney, if any.
- 1.51 "**Royalties**" means the amounts payable to Disney on sales of Licensed Products, at the applicable Royalty Rate set forth in a Schedule calculated on the applicable Royalty Base set forth in a Schedule.
- 1.52 "**Royalty Rate**" means the percentage(s) of sales of Licensed Products payable as Royalties to Disney, as set forth in a Schedule.
- 1.53 "**Royalty Base**" means Net Invoiced Billings or Consumer Sales unless otherwise specified in a License Agreement.
- 1.54 "**Net Invoiced Billings Transactions**" means sales of Licensed Products by Licensee to Retailers, Catalogues, Wholesalers and/or, if no Consumer Sales Transaction rate is specified in a License Agreement, Consumers.
- 1.55 "**Net Invoiced Billings**" means the actual invoiced billings (ie. sales quantity multiplied by the sales price) for In sales and Out sales, less Allowable Deductions. "**Net Invoiced Billings**" does not include invoiced charges for transportation of Licensed Products within the Territory that are separately identified on the sales invoice, or any Transaction Taxes.
- 1.56 "**In sales**" means sales (other than Consumer Sales Transactions) of Licensed Products (i) shipped by or on behalf of Licensee from a location within the Passive sales Territory for delivery to an Authorised Customer located in the Passive Sales Territory or (ii) shipped by or on behalf of Licensee from a location outside the Passive Sales Territory for delivery to an Authorised Customer located in the Passive Sales Territory and the price paid by the Authorised Customer is inclusive of any carriage or freight charges to or within the Passive Sales Territory and may also be inclusive of other charges.
- 1.57 "**Out sales**" means sales (other than Consumer Sales Transactions) of Licensed Products where (i) Licensee delivers, or causes to be delivered, Licensed Products to a shipping point located outside of the Passive Sales Territory, and (ii) the Authorised Customer bears any of the transportation costs for, and risk of loss of or damage to, Licensed Products after such delivery point and (iii) any sales (other than Consumer Sales Transactions) which are not In sales.
- 1.58 "**Allowable Deductions**" mean volume discounts, defined as amounts deducted from the selling price by the Licensee solely in exchange for the purchase of Licensed Products by Authorised Customers over a specified volume level, and other customary discounts, provided that both volume and customary discounts are: (i) attributable only to sales of Licensed Products; (ii) separately identified by SKU of Licensed Products on a line by line basis on the sales invoices or credit notes issued by the Licensee to Authorised Customers; and (iii) not Non-Allowable Deductions.

- 1.59 **"Transaction Taxes"** means any sales, use, goods and services, value added or other similar taxes arising in connection with the use or conveyance of property, goods or services.
- 1.60 **"Non Allowable Deductions"** means (i) cash discounts granted as terms of payment; year end rebates; early payment discounts; allowances or discounts relating to advertising; mark down allowances; new store allowances; logistical discounts; defective goods allowances or allowances taken by customers in lieu of returning goods; shrinkage allowances, costs and expenses incurred, and allowances or discounts voluntarily given, in connection with manufacturing, importing, selling or advertising Licensed Products; listing/slotting fees or allowances; retailer partnership agreements; promotion allowances; freight costs incorporated in the selling price; and uncollectible accounts, and (ii) any other discounts or allowances in the nature of or similar to the foregoing.
- 1.61 **"License Administration Fee"** means the non-refundable amount, if any, specified in a Schedule, payable by the date(s) specified therein by Licensee to Disney, to defray costs incurred by Disney in connection with the administration of a License Agreement, including, without limitation, the operation and maintenance of the Digital Media Centre for artwork, OPA, and the ILS Program.
- 1.62 **"OPA"** means Disney's online product approval system.
- 1.63 **"Consumer Sales"** means the aggregate amounts charged by Licensee or its Affiliates to Consumers for Consumer Sales Transactions, less returns and not including shipping or Transaction Taxes, but without any other deduction, allowance, or credit of any kind.
- 1.64 **"Consumer Sales Transactions"** means sales of Licensed Products by Licensee or its Affiliates directly to Consumers.
- 1.65 **"Royalty Statement"** means the statement of Royalties in the form set out at Exhibit C, or designated by Disney, from time to time in its absolute discretion, setting forth information relating to sales of Licensed Products, including without limitation, the applicable Royalty Base (namely Net Invoiced Billings and/or Consumer Sales), Royalties reported in the currency invoiced to customers, the calculation of Royalties, destination country, character code, Disney Merchandise code, Disney Merchandise description, SKU number, Licensed Product description, units sold, units returned and the invoice value of units returned, Royalty Rate and UPC number.
- 1.66 **"SKU"** means each unit of an item offered for sale that has any characteristics that differentiate it from other items offered for sale. Those distinguishing characteristics may include without limitation, product type, manufacturer, name, description, material, size, colour, markings, packaging and warranty terms. "SKU" may also mean, as the context requires, the item's unique identifier or product code which may vary worldwide (eg. SKU, Universal Product Code (UPC), an International Article Number (EAN), Global Trade Item Number (GTIN), and Japanese Article Number (JAN)).
- 1.67 **"Audit Period"** means the Term of a License Agreement plus any Sell-Off Period, if granted, plus four (4) years thereafter.
- 1.68 **"Guarantee Shortfall"** means, for each Guarantee, the amount that is the difference between (i) the applicable Guarantee and (ii) the amount of Royalties actually paid by Licensee to Disney applicable to such Guarantee.
- 1.69 **"POS Information"** means point of sale information, including without limitation, SKU numbers for Licensed Products, retail sales figures, retail sell-through information, inventory

numbers, and order information regarding sales of Licensed Products by Authorised Customers and sales to Consumers by Licensee, Retailers and Catalogues.

- 1.70 **"Forecasts"** means information requested by Disney regarding matters such as Licensee's marketing plans, analytics, and sell-through projections for Licensed Products by upcoming quarterly periods, Property, country and local currency (if applicable), Retailer, Consumer segments, Licensed Products, and Product Categories.
- 1.71 **"Product Categories"** means those categories of Licensed Products, if any, specified in a Schedule (eg. apparel, toys, stationery).
- 1.72 **"Facility"** means any of Licensee's own or third-party manufacturers, vendors, factories, farms, suppliers and other facilities (as well as any subcontractors) that design, produce, process, finish, assemble (including without limitation, the combination of one (1) or more individual Licensed Products together into a separate Licensed Product set, bundle (subject to approval) or multipack (subject to approval)), or package Licensed Products, components of Licensed Products, PA Materials, or other items related to Licensed Products, components of Licensed Products or PA Materials, in each case in physical form (ie. not in digital form only).
- 1.73 **"FAMA Application"** means a Facility and Merchandise Authorisation Application, a current sample of which is included in Exhibit B of these Standard Terms and Conditions, which Licensee must complete and submit to Disney for each Facility, using the most current version of the FAMA Application found on the ILS Website.
- 1.74 **"ILS Audit"** means a labour standards inspection and/or audit of a Facility used to assess whether the Facility complies with the ILS Minimum Compliance Standard, the Code, and pertinent Laws.
- 1.75 **"ILS Minimum Compliance Standard"** means the minimally acceptable level of compliance with the Code as evidenced by (i) the absence of any (a) child labour, (b) involuntary labour, (c) coercion and/or harassment, (d) discrimination, (e) serious health and safety workplace violations, (f) interference with freedom of association, and (g) unauthorised subcontracting, and (ii) the provision of all information necessary to assess compliance with the Code and pertinent Laws (eg., complete and accurate records, and access to Facility personnel and premises).
- 1.76 **"Code"** means (i) the Code of Conduct for Manufacturers adopted by The Walt Disney Company and its Affiliates ("**TWDC's Code**"), (ii) other substantially equivalent labour standards accepted from time to time by Disney as described in the ILS Program Manual, or (iii) another set of labour standards agreed to by Disney in its absolute discretion. Disney's Code, the current version of which is included in Exhibit A to these Standard Terms and Conditions, is also posted on the ILS Website.
- 1.77 **"Product Integrity Provisions"** are set forth in Section 6.2 of these Standard Terms and Conditions and include any other product integrity provisions incorporated into this Agreement whether in a separate schedule or as agreed between the Parties in writing.
- 1.78 **"Product Integrity Licensee Requirements"** means those additional requirements, if any, established by Disney with respect to the quality and safety of a Licensed Products. The Product Integrity Licensee Requirements are posted on the DCP Website and Disney may modify the Product Integrity Licensee Requirements from time to time.
- 1.79 **"Regulatory Agency(ies)"** means the local, national or international consumer safety authority(ies) or body responsible for any consumer safety concerns in respect of the Licensed Product.

- 1.80 **"WEEE Provisions"** are set forth in Exhibit E of these Standard Terms and Conditions.
- 1.81 **"Direct Manufacturing Cost"** means the direct cost of raw materials, labour, capital and tooling amortisation (if applicable), and does not include any other elements, including without limitation, any design or development amortisation, overhead, or advertising, marketing, promotion or financing costs.
- 1.82 **"Insurance Provisions"** are set forth in Section 10 and included in Exhibit G of these Standard Terms and Conditions.
- 1.83 **"Disney Indemnified Entities"** means The Walt Disney Company, its Affiliates, licensors and each of their officers, directors, employees, agents, licensors, successors and assigns.
- 1.84 **"Claim(s)"** means, without limitation, any and all third party claims, actions, proceedings, demands, liabilities, damages, losses, fines, penalties, expenses of any nature (including without limitation, the fees of attorneys and other professionals), and costs.
- 1.85 **"Licensee Indemnified Entities"** means Licensee, its licensors (as applicable), and its/their Affiliates and successors, and the officers, directors, and employees of each of them.
- 1.86 **"Restricted Materials"** means images, assets, or Style Guide or marketing materials (including content separately licensed to Licensee by Disney or an Affiliate of Disney, eg., a promotional content license agreement or clip license agreement) related to Properties that have not yet had a theatrical, television, home entertainment or interactive game release, or Properties for which there is a re-branding initiative or "new look" scheduled for introduction.
- 1.87 **"Unauthorised Sales"** means sales by any means other than those expressly permitted under a License Agreement. Unauthorised Sales shall include, without limitation (i) active sales through home shopping networks, door-to-door solicitation, vending machines, direct mail marketing, swap meets, flea markets, street peddlers (ii) active sales to any QSR, (iii) active sales to any theme park, unless such theme park is Disney-branded and/or owned (in whole or in part) by Disney or any of its Affiliates, (iv) sales or delivery as provided in Sections 12.2.1, 12.2.2, 12.2.10 and 12.2.13.
- 1.88 **"QSR"** (quick service restaurant) means a location, establishment or facility whose primary activity is the sale of value-priced meals prepared on premises, sold at a counter or window, and intended for immediate consumption on premises or for carry-out or home delivery and that (i) is part of a national chain in any one country within the Territory with twenty (20) or more locations, establishments or facilities and (ii) is operated and/or marketed to the public under the same brand name as the chain or the other locations, establishments or facilities within the chain, as identified by visible signage and/or logo (such as, by way of example, McDonald's, Wendy's, Burger King, Subway, Pizza Hut, KFC, and Taco Bell).
- 1.89 **"Reproduction Materials"** means any and all materials, media, or other items or methods, including without limitation, tooling, moulds, plates, labels, hardware, software, digital files or other items used to store and/or reproduce Licensed Material to the extent that they incorporate or reference Licensed Material.
- 1.90 **"License Transfer"** means any direct or indirect assignment, sublicense, encumbrance (including without limitation any pledge of Licensed Products as security or collateral), or other disposition, in whole or in part, of a License Agreement, or any of Licensee's rights, duties, benefits, obligations, or interests in a License Agreement, whether voluntarily or by operation of Law or otherwise, or resulting from a Change of Control of Licensee.
- 1.91 **"Change of Control"** means any Person(s) having acquired, in any single transaction or series of related transactions, whether by way of merger, consolidation, purchase, or in any other

manner (i) securities of Licensee or its Controlling Affiliate(s) (or other securities convertible into such securities) representing thirty-three and one-third percent (33-1/3%) or more of either the combined voting power or ownership interest thereof, (ii) thirty-three and one-third percent (33-1/3%) or more of the profit/loss participation in Licensee or its Controlling Affiliate(s), or (iii) Control in Licensee or its Controlling Affiliate(s).

- 1.92 **"Transfer Fee"** means, for each License Agreement subject to a License Transfer, an amount no less than an amount equal to the greater of (i) Licensee's actual aggregate Royalties during the twelve (12) calendar months immediately preceding the effective date of the License Transfer (including, Royalties earned under a previous license agreement), (ii) the amount of reasonably estimated or forecasted Royalties for the twelve (12) calendar months succeeding the effective date of the License Transfer, or (iii) the total cumulative Guarantee(s) prorated for the time period commencing on the effective date of the License Transfer through the expiration date of the Term.
- 1.93 **"Confidential Information"** means (i) non-public and/or proprietary information of the Disney Entities, including without limitation, works in progress, artwork, scripts, plots, concepts, characters, artistic creations, designs, samples, prototypes, software, inventions, technology, know-how, product information, technical information, business plans, financial information, customer information, vendor information, all whether in written, graphic, oral, visual, electronic, or other tangible or intangible forms, and (ii) the terms and conditions of a License Agreement.
- 1.94 **"Disney Entity(ies)"** means Disney Enterprises, Inc., its Affiliates and/or the licensors (if any) of each.
- 1.95 **"Disney Computer System"** means any Disney computers, mobile devices, computer systems, networks, related communications circuits and associated software programs, such as, by way of example and not limitation, Disney's online product approval system.
- 1.96 **"Sales Period"** means the limited period(s) during the Term, as provided in a Schedule, during which Licensee may actively sell Licensed Products in accordance with the terms and conditions of a License Agreement. The Sales Period under a License Agreement shall automatically terminate upon the expiration (or earlier termination) of such License Agreement.

2. **GRANT OF LICENSE**

- 2.1 **License.** Subject to the terms and conditions of a License Agreement, Disney grants to Licensee a non-exclusive, non-transferable license, during the Term and at Licensee's sole expense, to:
- 2.1.1 design, develop, source and manufacture Licensed Products and PA Materials in any Permitted Sourcing Country;
- 2.1.2 offer for sale, distribute and sell Licensed Products to Authorised Customers in the Territory; and
- 2.1.3 use PA Materials and advertise Licensed Products in the Territory.
- 2.2 **No License to Music, Moving Image Clips, Non-Character Name/Voice/Likeness, or Software.** No such rights are granted to Licensee under a License Agreement. By way of illustration and not limitation, no rights are granted to Licensee for (i) music, including without limitation, lyrics, song titles, or musical compositions, (ii) moving image clips, (iii) the non-character name, non-character voice or non-character likeness of any individual performer, or (iv) software (including, without limitation, software for the generation of type fonts). Licensee shall be solely responsible for paying, separately from any other payment Licensee may be required to make under a License Agreement, any charges, fees or royalties payable for music

rights, moving image clips, non-character name, non-character voice or non-character likeness rights, software, or any other rights not granted to Licensee under Section 2.1 (notwithstanding that all or a portion of such charges, fees or royalties may be payable to Disney or its Affiliates for its/their own benefit), and Licensee must negotiate, obtain, and pay for any such rights through separate agreements with the rights holder(s), including without limitation any applicable entertainment guild, music publisher, developer or collection society. The likenesses and product application of the characters used on or in connection with the Licensed Products are subject to any third party approvals Disney deems necessary to obtain. In the event Licensee wishes to use such rights in connection with Licensed Products and/or the PA Materials, and Disney approves such use, Disney at its option may act as the liaison between Licensee and any applicable rights holder(s); provided, however, that in certain cases Disney may direct Licensee to contact a rights holder or work directly with a clearance company. Notwithstanding the foregoing, if Disney provides Licensee with any Disney-owned font software (ie., code), such software shall be considered Licensed Material.

- 2.3 Approval of Virtual Goods. Without limiting the Product Approval Provisions or any other provision of a License Agreement, Licensee acknowledges and agrees that Licensed Products and PA Materials shall not include Virtual Goods unless expressly approved in advance in writing by Disney, such approval to be granted or withheld in Disney's absolute discretion.
- 2.4 Reservation of Rights. All rights not expressly granted to Licensee under a License Agreement are expressly reserved in their entirety to Disney and its Affiliates.

3. EXERCISE OF LICENSE

- 3.1 Authorised Customers. Licensee agrees to actively sell Licensed Products only to Authorised Customers for sale in the Territory and during the Term as provided in a Schedule. Licensee recognises, acknowledges and agrees that Disney and DEI each expressly reserve all of their intellectual property rights with respect to activities outside of the Territory and Licensee's infringement of any such rights or its active encouragement of or active involvement in infringement of such rights shall constitute a breach of a material term of a License Agreement. Accordingly Licensee will refrain from direct acts of exploitation or encouraging third parties from engaging in such acts outside of the Territory. For the avoidance of doubt (i) Licensee may fulfil unsolicited orders for Licensed Products received from customers outside of the Territory but within the Passive Sales Territory provided that the order is for delivery or resale within the Passive Sales Territory; and (ii) Licensee may make use of a manufacturing facility or third party manufacturer located outside of the Territory for which it has received permission from Disney in accordance with Section 5. Licensee may not sell or otherwise distribute any of the Licensed Products to any party if Licensee knows or in the exercise of prudent business judgment should know that such sale(s) ultimately will result in the exporting of Licensed Products for resale to end-users outside of the Passive Sales Territory. Licensed Products approved by Disney may be displayed and advertised and sold to customers located within the Passive Sales Territory, on Licensee's, Retailer's and/or Wholesalers own on-line venues subject to Disney's applicable policies and New Media Protocols; however, Licensee must obtain Disney's prior written approval of all creative and editorial elements of such uses on its own on-line venue in accordance with the provisions of Section 6 of this Agreement. Any internet-based selling, advertising or promotion permitted under a License Agreement must comply with the New Media Protocols. Disney and Affiliates of Disney shall be deemed Authorised Customers.
- 3.2 Active Exercise of License. Licensee agrees to actively (i) market and sell Licensed Products and (ii) exercise the rights granted to it under a License Agreement.
- 3.3 Earliest On-Shelf Date & Marketing Date. Licensee agrees that commercial quantities of Licensed Product(s) shall, subject always to the Earliest On-Shelf Date applicable to a particular Property and/or Licensed Product, be available for purchase by Consumers throughout the

Territory from the Marketing Date until the end of the Term, unless the Parties otherwise agree in writing. In the event that, Disney determines, in its absolute discretion, that commercial quantities of Licensed Product(s) have not been made available for purchase by Consumers throughout the Territory from the Marketing Date, Disney reserves the right, in addition to and without limiting any other rights or remedies available to Disney, to revoke, upon written notice to Licensee, any or all of the rights granted to Licensee under a License Agreement including, without limitation, Licensee's rights with respect to particular Licensed Product(s), Property(ies) and/or country(ies) of the Territory.

- 3.4 **Promotional Activities.** Licensee shall conduct advertising and promotional activities that are reasonable and appropriate to support the sale of Licensed Products, which may include one (1) or more of the following: (i) point of purchase displays for Licensed Products (not including packaging or other individual product costs), (ii) print advertising for Licensed Products (such as magazine ads, Catalogues, circulars, and inserts), (iii) media advertising for Licensed Products, (iv) measurable public relations programs dedicated to Licensed Products, (v) sampling (excluding Samples for approval process and retail presentations), (vi) contests and games, (vii) trade shows, (viii) participation in Disney brand marketing and event-driven Consumer product promotional programs, and (ix) such other activities agreed in advance in writing by Disney and/or as specified in a Schedule. All Promotional Activities shall be subject to Disney's prior written approval and shall be conducted in compliance with applicable third party terms and conditions of use, guidelines and policies.
- 3.5 **Promotion Commitment.** Licensee agrees to fulfil the Promotion Commitment and, except as provided in Section 3.5.1, the following expenditures shall count toward satisfying the Promotion Commitment: (i) Licensee's actual expenditures in connection with Promotional Activities that are Consumer-facing and specific to the Licensed Products, (ii) Licensee's actual trade show expenditures (excluding salaries, travel, meals and entertainment and freight) to the extent dedicated to the Licensed Products and a branded presentation and build-out that is dedicated to the Licensed Products, and (iii) Licensee's actual expenditures in connection with Retailer co-op advertising where (a) such advertising would count towards satisfying the Promotion Commitment under subsection (i) above if conducted by the Licensee directly and (b) Licensee provides support for the actual expenditure and written verifiable proof of performance, in each case that is acceptable to Disney. Licensee's expenditures attributable to multi-brand advertisements and activities shall be allocated to Licensed Products, as applicable, on a pro-rata basis using a reasonable methodology.
- 3.5.1 **Certain Costs Excluded.** Without limiting the generality of the foregoing, and for the avoidance of doubt, the following shall not count toward satisfying the Promotion Commitment: (i) packaging or other individual product costs, (ii) production costs of media advertising and agency fees, (iii) discounts and allowances (as opposed to actual expenditures) in connection with co-op advertising, (iv) placement and/or listing/slotting fees, (v) mark-down allowances and other contributions towards retail price promotions, and (vi) Licensee's general corporate public relations activities and marketing staff or sales force costs, including without limitation, salaries, commissions, showroom expenses, travel expenses, and other selling, general and administrative expenses that are in the nature of overhead and/or are not specific to the Licensed Products. Where Licensee promotes the sale of other products together with the Licensed Products using the same advertising or promotional activities, only the proportion of the costs of such activities equivalent to the proportion of the activities relating to the Licensed Products shall be counted towards the Promotion Commitment.
- 3.5.2 **Promotion Commitment Shortfall.** On the Effective Date and thereafter within thirty (30) days of the end of each Royalty Payment Period, Licensee shall provide Disney with a written statement forecasting the manner in which the Promotion Commitment will be spent and the Consumer exposure to be provided or obtained, all of which

information shall be identified by country within the Territory, and provided in such detail as Disney may specify from time to time. Within thirty (30) days of the end of each Royalty Payment Period, or such shorter period remaining in the Term, Licensee shall provide Disney with a written statement of actual expenditures and activities, reconciling the actual expenditures against the forecasted amounts. If in any Royalty Payment Period Licensee has (i) spent in excess of the Promotion Commitment obligation for such Royalty Payment Period, or (ii) not expended the required Promotion Commitment for any such Royalty Payment Period, Licensee shall be entitled to carry forward such excess expenditure amount or such shortfall (as applicable) into a future Royalty Payment Period *provided that* such Royalty Payment Period is during the same Sales Period that the excess expenditure or shortfall occurred. If Licensee has not expended the required Promotion Commitment for any such Sales Period, in addition to any other rights and remedies available to Disney, Licensee shall pay Disney the amount of such shortfall as liquidated damages. Licensee acknowledges that its expenditure of the Promotion Commitment increases the value of the business from which Disney benefits as licensor. Licensee and Disney agree that it is impracticable and extremely difficult to fix the actual damages that may proximately result from Licensee's failure to fulfil the Promotion Commitment, and Licensee's liability for failure to do so shall be limited to and fixed at an amount equal to the shortfall between the Promotion Commitment and the amount the Licensee actually spent during such Royalty Payment Period as reported to Disney. Such cumulative amount shall be considered liquidated damages and not a penalty.

3.6 Common Marketing Fund. Licensee agrees to participate in the Common Marketing Fund and to pay Disney the CMF Contribution. Licensee shall pay its CMF Contribution by separate wire transfer in accordance with Section 4.6. CMF Contributions shall not be credited against any Guarantees or other amount due Disney. Disney does not ensure that Licensee or any other particular licensee will benefit directly or pro-rata from the operation of the CMF. Disney may apprise Licensee of the operations and proposed expenditures of the CMF from time to time and seek Licensee's advice on how the CMF monies should be spent, but the final decision about how the CMF monies are spent shall be determined by Disney in its absolute discretion. Licensee shall not be entitled to any audit rights with regard to the CMF system, nor to consult or participate in Disney's administration of the CMF, nor is Licensee entitled to itemised statements of how CMF monies are disbursed, nor to inspection of any books or records relating to CMF disbursements.

3.7 **THE FOLLOWING SUB-SECTIONS i to ix SHALL ONLY APPLY TO LICENSEE IF IT IS BEING LICENSED IN RESPECT OF ANY APPAREL & FASHION ACCESSORIES LICENSED PRODUCTS OR IN RESPECT OF LICENSED PRODUCTS FOR WHICH DISNEY MANDATES THE USE OF HOLOGRAMS**

- i. Disney has designed specific Creative Works including character artwork logo(s) and other designs to be used by all licensees on labels and hangtags. Disney will supply Licensee with reproduction artwork, and Licensee agrees to use such artwork and/or logo(s) on the labels and hangtags of the Licensed Products, which Licensee will have printed and attached to each Licensed Product at Licensee's cost.
- ii. Disney recommends that Licensee sources labels and hang tags from the pre-approved manufacturers listed in Exhibit H. However, Licensee may use another manufacturer for the required labels and hang tags if that manufacturer is able to manufacture labels and hang tags of equivalent quality and can meet Disney's quality brand standards for manufacturers of labels and hang tags.
- iii. Disney has designed a multi-level and multi-layer holographic sticker with a Disney character image in the centre and which is produced with Disney's or Disney's

Affiliate's authorisation ("Hologram") which is to be used by all licensees producing certain types of Licensed Products. If Disney instructs Licensee that Holograms must be used on Licensed Products then Licensee agrees to use such Hologram in accordance with Disney's guidelines on labelling provided to Licensee by Disney from time to time. The cost of the Holograms, if required, and the cost of affixing the Holograms to the Labels shall be borne by the Licensee;

- iv. Licensee shall purchase or obtain Holograms only from one of the manufacturers listed in Exhibit H;
- v. The labels, and, if required Holograms, must be permanently affixed to the Licensed Products in accordance with Disney's guidelines on labelling provided to Licensee by Disney from time to time;
- vi. When Licensee submits the Licensed Product for approval to Disney in accordance with Section 6, the label, hangtag and if required Hologram, must be affixed as indicated in the latest Disney guidelines on labelling provided to Licensee prior to submission of the Licensed Product;
- vii. Licensee shall receive Disney's written approval if the label and/or hangtag, including any Hologram, has been approved. If so approved, Licensee shall permanently affix labels and, if necessary, Holograms to the Licensed Products in accordance with the latest Disney guidelines on labelling and record the serial numbers of any Holograms used.
- viii. Licensee warrants that it shall provide a safe and secure of storage for Holograms and maintain a full inventory of Hologram stock.
- ix. Licensee shall report the serial numbers of Holograms each quarter on the current Hologram statement form which may be changed from time to time and shall be referred to as the Hologram Statement Form.

3.8 Custom Coding Programs. Licensee shall, at its own expense, comply with and adhere to any Disney identification system, custom coding program or such other promotional, coupon, cross-promotional, shipment tracking, identification and/or tags and labelling requirements either specified in the Schedule or established by Disney from time to time, which may include the obligation to use unique product coding (eg., unique codes similar to randomly generated codes on hangtags of Club Penguin products for use on clubpenguin.com, scratch off SMS codes, etc.), product authentication hang tags, or stickers, which must at all times comply with specific criteria determined by Disney or, at Licensee's own expense, to purchase such unique codes, hang tags or stickers from a third party designated by Disney from time to time, and to affix such codes, hang tags or stickers on each Licensed Product before sale or distribution. Licensee shall use commercially reasonable efforts to ensure that all Authorised Customers purchasing Licensed Products comply with Disney's coding programs, and tags and labelling requirements established from time to time.

3.9 Freedom to Determine Pricing. Licensee is free to sell Licensed Products at such legal prices as Licensee may determine.

3.10 License Administration Fee. Licensee shall pay to Disney the License Administration Fee.

3.11 Compliance with Laws. Licensee covenants to conduct all of its activities relating to a License Agreement, and represents and warrants that all such activities shall be conducted, in accordance with any and all Laws.

3.12 Data Protection & Privacy Law

- 3.12.1 For the purpose of this Clause “Data Protection Laws” means the General Data Protection Regulation 2016/679 (“GDPR”) and the e-Privacy Directive 2002/58/EC (as amended by Directive 2009/136/EC, and as amended and replaced from time to time) and any implementing legislation by an EEA member state; the Swiss Federal Data Protection Act (as amended and replaced from time to time); the Monaco Data Protection Act (as amended and replaced from time to time); and the UK Data Protection Act 2018 (as amended and replaced from time to time). The terms “Personal Data”, “Data Controller” and “process”, “processing” and “special categories of personal data” shall have the meaning ascribed to them in the Data Protection Laws.
- 3.12.2 Disney and Licensee acknowledge that for the purposes of the Data Protection Laws, they are each acting as independent Data Controller in respect of the processing of the Personal Data in the performance of this License Agreement and each both parties shall comply with its obligations under Data Protection Laws.
- 3.12.3 In order to keep and maintain records relating to each party's undertakings in a License Agreement, each party acknowledges that the other may record, keep and process personal data relating to the other party, employees and contractors (in electronic and/or in hard copy forms) and that each party may also disclose this data to others, including others engaged by the disclosing party or its Affiliates, its professional advisers, tax authorities and other authorities. Please note that in respect of Disney, such disclosure may involve the transfer of personal data outside the European Economic Area (“EEA”) (for example, to the United States). Each party warrants to the other that in all handling of such personal data it shall comply with its obligations under Laws, including (without limitation) Regulation 2016/679/EU.

3.13 Certain Prohibited Activities. Licensee shall not use any Licensed Material on any business sign (retail or otherwise), business cards, stationery or forms, or as the name of any business or division of Licensee. Licensee shall not provide Licensed Products for use as gifts, donations, premiums as part of promotions, prizes in contests, sweepstakes or fund-raisers, without Disney's prior written consent, such consent not to be unreasonably withheld. Licensee shall not use Licensed Products or Licensed Material in connection with any manner of television, radio, motion picture, moving image clip, webcast, internet broadcast, sound and/or visual recording or transmission device or media, or anything in the nature of the foregoing, now known or hereafter devised, without Disney's prior written consent.

4. PAYMENTS AND STATEMENTS; REPORTING

- 4.1 Royalties. Licensee shall pay Royalties to Disney on all sales of Licensed Products.
- 4.1.1 Sales to Licensee's Affiliates. Licensee shall pay Royalties to Disney at the applicable Royalty Rate for Net Invoiced Billings as specified in an applicable Schedule on sales of Licensed Products to an Affiliate of Licensee, and such sales shall be based on the comparable arm's length price that Licensee would have charged to customers not affiliated with Licensee; provided, however, that if such Affiliate is authorised to sell, and is selling, Licensed Products to Authorised Customers (except for Consumers), the sale to such Affiliate shall not be counted as a sale for Royalty calculation purposes but rather the relevant sale for Royalty calculation purposes shall be that of such Affiliate to its customers. Where Licensee's Affiliates sell directly to Consumers (“**Owned Retailers**”), then Licensee shall pay Royalties with respect to such sales at the applicable Royalty Rate for Consumer Sales as specified in an applicable Schedule, provided however, that Royalties paid to Disney on sales of Licensed Products to Owned Retailers shall not be less than Royalties paid to Disney on sales of Licensed Products to non-Owned Retailers.

- 4.1.2 Sales to Employees. Licensee shall pay Royalties on sales of Licensed Products to Licensee's employees at the Royalty Rate for Consumer Sales; provided, however, that if no Royalty Rate for Consumer Sales is specified, the applicable Royalty Rate shall be the highest Royalty Rate set forth in the applicable License Agreement.
- 4.1.3 Sales to Disney and Disney Affiliates. Licensee shall report and pay Royalties to Disney on such sales calculated at the applicable Royalty Rate for Net Invoiced Billings set forth in a Schedule save that no Royalties shall be payable on such sales where Licensee has notified Disney in advance of such sales during the Term of the Agreement and obtained Disney's written confirmation that no Royalties shall be payable on such sales.
- 4.1.4 Sales to or Purchases from another Disney Licensee. Licensee shall include on its Royalty Statement any sales or purchases of Licensed Products to or from another licensee of Disney or its Affiliates. If Licensee is the selling licensee, then Licensee shall not be required to pay Royalties on such transactions if (i) such Licensed Products are sold to the purchasing licensee without any mark-up for Royalties, (ii) the purchasing licensee is licensed to sell such Licensed Products and Licensee has obtained Disney's written confirmation of the same, (iii) Licensee and the purchasing licensee confirm in writing that the purchasing licensee shall pay Royalties to Disney on the resale of such Licensed Products, and (iv) the purchasing licensee pays Royalties to Disney on the resale of such Licensed Products at the Royalty Rate specified in the respective license agreement. If Licensee is the purchasing licensee, then Licensee shall not be required to pay Royalties on the resale of such Licensed Products if (a) Licensee and the selling licensee confirm in writing that the selling licensee shall pay Royalties to Disney on the sale of such Licensed Products to Licensee and (b) the selling licensee pays Royalties to Disney on the sale of such Licensed Products to Licensee. Licensee shall retain the documentation referenced in sub-sections (ii), (iii) and (a) above during the Audit Period.
- 4.1.5 Returns. Licensee may credit against Royalties due, any Royalties previously reported by Licensee on sales for Licensed Products returned to Licensee for credit or refund and on which a refund or credit has been given. Licensee is not entitled to deduct a reserve against returns. Royalties reported on sales of Licensed Products returned to Licensee for credit or refund and on which a refund or credit memo is issued may be credited against Royalties due. The credit against Royalties due shall be applied in the Royalty Payment Period in which the customer refund or credit is given; provided, however, if the credit exceeds the amount of Royalties due in such Royalty Payment Period, then such excess and unused credits may be carried forward, but in no event shall Licensee be entitled to a refund of Royalties.
- 4.1.6 Time of Royalty Payments and Statements. On or before the fifteenth (15th) day after each Royalty Payment Period, Licensee shall furnish to Disney a complete and accurate Royalty Statement with respect to all sales of Licensed Products during the preceding Royalty Payment Period. A Royalty Statement is due even if no sales occurred during the period covered by such Royalty Statement. On or before the fifteenth (15th) day after Disney sends a Royalty invoice to Licensee detailing the Royalties due and payable for the relevant Royalty Payment Period, Licensee shall pay to Disney the Royalties shown to be due in such invoice. For the purpose of this section, subject to local law requirements, a Royalty invoice will be deemed sent by Disney (i) when hand delivered, upon receipt, (ii) when transmitted by email, on the day and time sent or on the next business day if not sent on a business day, (iii) when sent by express mail, courier, overnight mail or other commercially recognised delivery service, charges prepaid, upon delivery (iv) when sent by facsimile transmission, addressed as provided in a Schedule, two (2) business days following the date of transmission (with delivery

confirmation), (v) when Licensee received an email notification that the Royalty invoice is available for Licensee to download, on the day and time such email is sent or on the next business day if not sent on a business day. In the event that (i) Licensee subsequently discovers an error which has resulted in an underpayment to Disney of any amounts due under a License Agreement, Licensee shall immediately pay Disney the amount of any such underpayment, together with interest accrued thereon from the date on which such underpayment occurred until the amount thereof is paid at the interest rate set forth in Section 4.4. If Licensee reasonably believes that there were errors in a Royalty Statement submitted under such License Agreement which errors have resulted in an alleged overpayment to Disney, Licensee shall obtain Disney's prior written approval prior to making any reduction, credit or other offset of any overpaid amounts, and in no event shall Licensee be entitled to a refund of Royalties or other amounts paid to Disney. For the avoidance of doubt, nothing contained in this Section 4.1.6 shall limit Disney's audit rights under Section 8 including, without limitation, the right to audit any Royalty Statement(s) for which Licensee claims an error pursuant to this Section 4.1.6. To the extent that any amounts due from Licensee to Disney are not paid, Licensee authorises Disney to offset amounts due against any sums, which Disney or any Affiliate of Disney may owe to Licensee or any Affiliate of Licensee.

- 4.2 **Guarantees.** Licensee shall pay to Disney the Guarantee(s) on or before the date(s) set forth in a Schedule. Licensee may not apply to a Guarantee any Royalties other than those Royalties accrued on sales of Licensed Products to Authorised Customers, if any, in the Territory and during the Term, and with respect to each separate Guarantee, Licensee may only apply such Royalties to the extent such Royalties have been paid on sales of the applicable Licensed Products during the period(s), for the Properties and in the country(ies) specified for such Guarantee. Notwithstanding the above, Licensee may not credit against a Guarantee any Royalties paid on sales of Licensed Products (i) to Disney or its Affiliates, (ii) to any theme park that is Disney-branded and/or owned (in whole or in part) by Disney or any of its Affiliates, (iii) outside of the Territory pursuant to a written distribution permission granted to Licensee by an Affiliate of Disney, (iv) during any Sell-Off Period or extension of the Term, or (v) any incremental Royalties due for the use of talent's name or in-character likeness. No cross-collateralisation of Guarantees is permitted, unless authorised in a Schedule. If there is a Guarantee Shortfall at the end of any Guarantee period, Licensee shall pay to Disney such Guarantee Shortfall at the same time as Royalties are due for the last Royalty Payment Period of such Guarantee period; provided, however, that if a License Agreement is earlier terminated by Disney pursuant to Section 12, any and all Guarantees, including any Guarantee Shortfalls, shall become immediately due and payable.
- 4.3 **Taxes.** All amounts payable by Licensee to Disney under a License Agreement shall be made in full without reduction for Taxes, customs duties, claims, counterclaims, deductions, or demands against Disney. If a withholding tax is imposed on a payment under a License Agreement to Disney, Licensee may deduct such amount in accordance with Section 4.11. Licensee is and shall be solely responsible for any and all Taxes due on (i) Licensee's payments to Disney (other than income tax payable by Disney) or (ii) the manufacture, distribution or sale of Licensed Products under a License Agreement. If Disney consents in accordance with Section 14.3 to the sublicensing of any rights granted to Licensee to an Affiliate of Licensee, Licensee shall not reduce the amounts payable by Licensee to Disney for any withholding tax that may be imposed on any payments by such Affiliate to Licensee.
- 4.4 **Interest.** Any amounts due from Licensee to Disney under a License Agreement not paid by the due date shall bear interest calculated from the due date until paid at the greater of 10% (ten percent) or the highest rate of interest then permissible by Law, compounded annually.
- 4.5 **Payments; Exchange Rates.** All payments due from Licensee to Disney shall be made in British Pounds. In the event an exchange rate is necessary, Licensee shall use the official buying rate of exchange as published by Oanda (www.oanda.com), on the last business day of the

applicable Royalty Payment Period, and Licensee shall identify such exchange rate on the Royalty Statement. In the event that there is no published exchange rate for a particular currency on such date, then the last exchange rate for such currency published by Oanda shall be used.

- 4.6 **Manner of Transmitting Payments and Royalty Statements.** Licensee's payments shall be wire transferred to JP Morgan Chase Bank, 125 London Wall, London, EC2Y 5AJ, The Walt Disney Company, Sort Code: 609242, Account Number: 24794603 (SWIFT code: CHASGB2L, IBAN No: GB22CHAS60924224794603) or delivered to such address as Disney designates. Currently Disney designates the following address for delivery of payments: The Walt Disney Company Limited. M/Code 317, 3 Queen Caroline Street, Hammersmith, London W6 9PE, England. If Licensee forwards postal payments by cheque, including Royalties, Licensee shall send the corresponding statement to the foregoing designated delivery address. Licensee shall bear any costs associated with the transfer of such payments to Disney. Disney's acceptance of any payment or Royalty Statement from Licensee, whether by wire transfer or otherwise, shall not constitute a waiver by Disney of any of its rights or remedies. Royalty Statements will be submitted to Disney in such a form or delivery medium as Disney requires (including, for example, electronic transmission).
- 4.7 **POS Information.** Licensee hereby agrees to provide Disney, and grants permission to Disney to receive, review and use, all POS Information requested by Disney about Licensee's sales of Licensed Products to and through Retailers and Catalogues and/or directly to Consumers under a License Agreement. Licensee agrees to provide Disney with SKUs for each Licensed Product prior to the marketing of each Licensed Product. Licensee agrees to notify Retailers and Catalogues that Disney has permission to receive, review and use the SKUs and POS Information, and agrees to use commercially reasonable efforts to facilitate Disney's timely receipt of the SKUs and POS Information. Licensee agrees to promptly confirm to Retailers and Catalogues that Disney has permission to receive, review and use the SKUs and POS Information whenever requested by a Retailer or Catalogue, as the case may be. This POS Information will not be identified as raw data specific to Licensee outside of Disney.
- 4.8 **Forecasts.** On a quarterly basis, or more frequently as reasonably requested by Disney, Licensee shall provide Disney with Forecasts using Disney's online forecast system, or using other forms or delivery methods as approved by Disney.
- 4.9 **Verification of Licensee's Financial Condition.** From time to time, upon request by Disney, Licensee shall furnish to Disney's Credit Department, no later than seven (7) days after receipt of such request, such financial information, including balance sheets, and statements of income and cash flow, as Disney deems necessary to evaluate Licensee's ongoing creditworthiness and ability to perform a License Agreement. Licensee shall not be required to provide the foregoing financial information for such verification purposes to the extent it is current in its filings required by the listing rules of a regulated stock exchange on which Licensee is listed (if applicable).
- 4.10 **Blocked Funds.** In the event Licensee is unable, due to governmental restrictions or any applicable foreign currency controls, to remit to Disney any monies due to Disney under a License Agreement, Licensee shall immediately notify Disney in writing and await written instructions from Disney as to the disposition of such funds, including without limitation, directing Licensee to deposit for Disney's account in such name and depository as Disney may designate all amounts due to Disney in the applicable local currency, at the rate of exchange in effect on the due date or on the date of actual payment, whichever results in the greater amount. Licensee acknowledges and agrees that during such time as the funds, or any portion thereof, remain in Licensee's custody, possession or control, the disposition of such funds shall, subject to any written instructions given by Disney, (i) be deemed trust funds held by Licensee as trustee for Disney and be subject to and governed by all the obligations, duties and incidents of a trust relationship and (ii) until such time as any such funds are deposited to Disney's account,

not be treated as having been paid to Disney. Licensee shall reimburse Disney for any costs incurred in collecting such funds.

4.11 Withholding Tax Documentation Requirements. If in any country in the Territory a withholding tax is imposed on a payment by Licensee to Disney under a License Agreement, Licensee may deduct from such payment the appropriate amount of withholding taxes so imposed, provided that Licensee agrees: (i) to properly and timely remit any such withholding taxes to the appropriate governmental authority, (ii) contemporaneously with any payment due under a License Agreement, or as soon thereafter as the particular governmental authority involved makes the necessary documents available, to provide to Disney all original withholding tax receipts or other government certifications evidencing all taxes withheld and remitted to the appropriate authority in Disney's name, (iii) to cooperate with Disney and provide Disney with any other information or documentation reasonably requested by Disney from time to time to enable Disney to adequately support any foreign tax credit Disney claims which is attributable to taxes withheld by Licensee from payments due to Disney, (iv) that, to the extent any applicable Treaty (as defined below) provides an exemption from or a reduced rate of withholding for taxes with respect to any payment, Licensee withholds only with respect to that payment or portion thereof that is not exempt and applies all applicable reduced rates of withholding to the non-exempt payments or portions thereof in computing the amount of deduction from any payment by Licensee to Disney pursuant to a License Agreement, (v) that ninety-five percent (95%) of the Royalties paid by Licensee to Disney pursuant to a License Agreement constitute payment, consideration or remuneration for the use of, or the right to use, copyrights of literary, dramatic, musical or artistic works as such terms are defined in the Treaty, if applicable, and five percent (5%) of the Royalties paid by Licensee to Disney pursuant to a License Agreement constitute payment, consideration or remuneration for the use of, or the right to use, trademarks, logos, trade names, or other service marks as such terms are defined in the Treaty, if applicable, and (vi) in addition to any and all legal and equitable rights and remedies available to Disney, Licensee shall indemnify Disney for any disallowed foreign tax credits, including any interest and penalties associated with such disallowed foreign tax credits, attributable to Licensee's failure to timely provide the documentation required hereunder and otherwise comply with the provisions of this Section 4.11, and without limiting the foregoing, if Licensee fails to timely provide tax receipts and other documentation required hereunder, any amount withheld by Licensee shall be deemed to be wrongfully withheld, and said amount shall be due and payable immediately to Disney, including interest (at the rate provided in Section 4.4) accruing thereon from the date such amount was wrongfully withheld until the date the payment is paid to Disney.

4.11.1 If a withholding tax is imposed on any amount payable by Licensee to Disney under a License Agreement, Licensee agrees to provide advance notification informing Disney that such a withholding tax shall apply and Disney agrees to provide Licensee with a certificate of residence so as to enable a claim to be made under any applicable Treaty in force from time to time. Licensee agrees to timely provide to Disney any and all forms that may be required for the foregoing purpose. In the event the aforementioned necessary documentation (or any future equivalent thereof) is not provided to Licensee by Disney, at Disney's option, Licensee shall either (i) postpone payment of the relevant invoice(s) until such necessary documentation is provided to Licensee or (ii) pay the relevant invoice(s) after applying tax withholdings required under Law.

4.11.2 For purposes of this Section 4.11, "Treaty" means (i) any applicable convention or treaty (a) between the government of the jurisdiction in which Disney is located and the government of the jurisdiction in which Licensee is located, or such other jurisdiction in which Licensee is a resident for tax purposes and (b) for the avoidance of double taxation and the prevention of fiscal evasion with respect to taxes on income, and (ii) any amendments, regulations and protocols to such convention or treaty and replacement thereof.

4.11.3 The provisions of this Section 4.11 shall survive termination or expiration of a License Agreement.

5. **ILS PROGRAM**

Licensee shall comply with the ILS Program.

- 5.1 **Disclosure of Facilities and Consent to Use.** Licensee shall disclose to Disney each Facility that Licensee proposes to use hereunder, and Disney's written consent to use each such proposed Facility is required prior to the commencement of production of Licensed Products or PA Materials in such Facility. Licensee shall disclose a Facility, and request Disney's consent to use such Facility, by providing to Disney a completed FAMA Application for each Facility. Prior to determining whether or not to grant its consent to use a Facility, Disney may require (1) Licensee to provide a pre-production ILS Audit of the Facility demonstrating the Facility's compliance with at least the ILS Minimum Compliance Standard and/or (2) Licensee and/or the Facility to comply with any conditions applicable to the Permitted Sourcing Country in which the Facility is located. Disney may withhold its consent prior to the commencement of production for any Facility which, inter alia, (a) Disney reasonably believes does not comply with the ILS Minimum Compliance Standard, (b) Disney reasonably believes an ILS Audit was obtained through fraud, bribery, or other improper influence, (c) is not located in a Permitted Sourcing Country, (d) constitutes or involves a Prohibited Person, (e) has not shown continuous improvement towards full compliance with the Code, according to information contained in the ILS Program database, or (f) does not comply with any conditions applicable to the Permitted Sourcing Country in which the Facility is located (or with which Licensee does not comply if such conditions apply to the Licensee). Disney shall evidence its consent to the use of a Facility by providing Licensee with a signed FAMA Application. Licensee shall not commence production of any Licensed Products or PA Materials at a Facility until Licensee receives the signed FAMA Application for such Facility from Disney. Disney shall incur no liability hereunder for any failure or reasonable delay in providing Licensee with a signed FAMA Application. Licensee shall promptly (but no later than within thirty (30) days) notify Disney in writing when Licensee (i) ceases to or does not use a previously declared and authorised Facility for any reason or does not plan to use such Facility within twelve (12) months, or (ii) has not used a previously declared and authorised Facility for twelve (12) months and has not placed an order to be fulfilled within the next twelve (12) months. Licensee shall provide Disney with an updated list of Facilities at any time upon request from Disney.
- 5.2 **Compliance with ILS Minimum Compliance Standard and the Code.** Licensee shall use only Facilities that comply with at least the ILS Minimum Compliance Standard (except during a period of remediation in accordance with Section 5.6 (Remediation) below), and shall ensure that such Facilities fully comply with the Code to the extent it is commercially reasonable. Licensee shall distribute the Code to all of its Facilities. The Code and the ILS Minimum Compliance Standard shall not be interpreted to require Licensee or its Facilities to violate any applicable Law.
- 5.3 **ILS Audits by Disney.** Disney and/or its designated representatives shall have the right, at Disney's expense and without prior notice to Licensee or the Facility, to conduct ILS Audits of any Facility. Such ILS Audits may be conducted prior to and as a condition of Licensee's use of the Facility as set forth in Section 5.1 above, or at any time up to the date that Licensee notifies Disney that Licensee has ceased to use such Facility. Except when Disney or its designated representative conducts unannounced ILS Audits, Disney shall endeavour to coordinate with Licensee in scheduling ILS Audits. In connection with any ILS Audit conducted by Disney, Licensee shall promptly confirm use of the Facility upon request from Disney. It is Licensee's responsibility to obtain the Facility's agreement to provide Disney with full access to the Facility and all applicable books and records for ILS Audits. Licensee shall promptly reimburse Disney for the reasonable cost of an ILS Audit (currently One Thousand Five Hundred US Dollars (US\$1,500.00), but subject to change) performed or attempted to be

performed by Disney and/or its designated representatives when (1) any Facility fails to meet the ILS Minimum Compliance Standard, (2) any Facility refuses to grant full access to a Facility and all applicable books and records, or (3) Licensee has failed to timely notify Disney of the non-use or cessation of use of the Facility as required by Section 5.1. The amount Licensee reimburses Disney shall not be pro-rated in the event the Facility is also used by other licensees or vendors of Disney or its Affiliates.

- 5.4 ILS Audits from Licensee. In accordance with the ILS Program Manual Licensee shall provide Disney, at Licensee's expense, with ILS Audit reports for designated Facilities demonstrating compliance with at least the ILS Minimum Compliance Standard. Disney may require Licensee to submit such ILS Audit reports prior to, and as a pre-condition of, the use of a Facility and/or at any time prior to the date Licensee notifies Disney that Licensee has ceased to use such Facility. All ILS Audits provided by Licensee shall (1) be in a format and conducted pursuant to a methodology acceptable to Disney, (2) be conducted by Licensee's internal personnel or third parties, in either case acceptable to Disney, and (3) be conducted and provided within the time periods designated by Disney. Licensee agrees to comply with all applicable privacy and data protection Laws with regard to its monitoring activities of Facilities and to the submission of information to Disney regarding Facilities and the ILS Audit reports of such Facilities, including without limitation, Laws pertaining to protection of personally identifiable information and the protection of minors. The provision of an ILS Audit report by Licensee hereunder with respect to any Facility, regardless of the determination made by Disney with respect to such ILS Audit, shall not limit Disney's right, as set forth above, to conduct or otherwise obtain its own ILS Audit of such Facility.
- 5.5 Determinations. The determination of whether an ILS Audit indicates compliance with the ILS Minimum Compliance Standard, the Code or applicable Laws shall be a matter within Disney's absolute discretion. Disney may reject any ILS Audit (and thereby withhold or revoke authorisation to use a Facility) if Disney reasonably believes that the ILS Audit was obtained or undermined through fraud, bribery, actual or threats of physical violence or other improper influence.
- 5.6 Remediation. As a condition to Licensee's continued use of a Facility that does not comply with the ILS Minimum Compliance Standard, Licensee shall, at no cost or expense to Disney, take appropriate and prompt steps to require the Facility to remediate all instances of Facility non-compliance with the ILS Minimum Compliance Standard within the time periods designated by the ILS Program and to provide Disney with an ILS Audit report or other evidence, satisfactory to Disney, of remediation of such Facility non-compliance.
- 5.7 Cessation of Facility Use. Disney may revoke any previous Facility authorisation if (1) Licensee ceases to use the Facility and does not have a reasonable intention to use such Facility within twelve (12) months, (2) Licensee has not used the Facility for twelve (12) months and has not placed an order to be fulfilled within the next twelve (12) months, (3) Disney is unable to conduct an ILS Audit as a result of Licensee's failure to timely confirm the status of the Facility and/or provide accurate Facility information, (4) Disney determines from an ILS Audit or otherwise that the Facility does not comply with the ILS Minimum Compliance Standard and such failure(s) is not remedied pursuant to Section 5.6 above, (5) Disney reasonably believes that an ILS Audit was obtained through fraud, bribery, or other improper influence, (6) Licensee fails to conduct and/or provide to Disney any ILS Audit as required hereunder, (7) the country in which the Facility is located is no longer a Permitted Sourcing Country, (8) the Facility constitutes or involves a Prohibited Person, (9) the Facility and/or Licensee does not comply or continue to comply with any conditions applicable to the Permitted Sourcing Country in which the Facility is located, or (10) the Facility uses the Licensed Material or any other intellectual property owned, co-owned or licensed by Disney, its Affiliates or its/their licensors for any unauthorised purpose and does not halt such unauthorised activities within the time designated by Disney. If Disney revokes a Facility authorisation, then Licensee shall not use or shall cease using such Facility for Licensed Products promptly, not to exceed thirty (30)

days from Disney's written notice to Licensee, or as otherwise required by Law. If Licensee ceases to use a third party Facility for any other reason, upon Disney's request Licensee shall disclose to Disney in reasonable detail any information known to Licensee relating to such Facility's failure to comply with the ILS Minimum Compliance Standard, the Code, and/or any Law.

- 5.8 **Material Breaches.** Failure to comply with the ILS Program shall constitute a breach of a material term of a License Agreement. In addition to and without waiving any other rights or remedies available to Disney, upon discovery of each instance of the following failures by Licensee with respect to each and every Facility, Disney may assess Licensee an appropriate fee up to Five Thousand US Dollars (US\$5,000.00) per failure to defray Disney's costs and/or fund other efforts of the ILS Program, and in the event that Disney does assess Licensee then Licensee shall immediately pay Disney the assessed amount: (1) failure to disclose to Disney a Facility through a FAMA Application prior to production of Licensed Product or PA Materials at such Facility, (2) commencing production of Licensed Product or PA Materials at a Facility prior to obtaining Disney's consent to use such Facility as evidenced by a FAMA Application signed by Disney, (3) failure to conduct an ILS Audit and provide to Disney any ILS Audit report as required hereunder, (4) use of a Facility in a country that is not a Permitted Sourcing Country, (5) failure to comply with any conditions applicable to the Permitted Sourcing Country in which a Facility is located, (6) failure to cease using a Facility pursuant to Section 5.7 above, and/or (7) failure to timely notify Disney that Licensee has not used or has ceased using a previously disclosed Facility as required hereunder. Disney may direct Licensee not to sell or distribute Licensed Product and PA Materials produced in breach of a License Agreement, or to destroy, donate or otherwise dispose of (as directed by Disney) such Licensed Product and PA Materials. In addition, if Licensee's action(s) or inaction(s) cause(s) Disney to be subject to any penalty or expense, Licensee shall fully reimburse Disney for such costs. Acceptance or waiver of payments under any of the foregoing subsections shall not affect any other rights or remedies available to Disney, including without limitation, termination of a License Agreement, indemnification, and/or Disney's right to require strict compliance by Licensee with the terms and conditions of the applicable License Agreement thereafter.
- 5.9 **Disclosure of ILS Audits and Facilities.** Notwithstanding anything to the contrary in this License Agreement:
- 5.9.1 Disney may disclose ILS Audits to third parties (including other licensees and vendors of Disney using the same Facility and non-governmental organisations) (collectively, "**Third Parties**") but may not reference the identity of Licensee in such disclosure without the prior written consent of Licensee unless required by applicable Law or court order;
- 5.9.2 Licensee may disclose ILS Audits to Third Parties but may not reference Disney, the Licensed Material, Licensed Products or PA Materials in such disclosure without the prior written consent of Disney unless required by applicable Law or court order;
- 5.9.3 Disney may disclose publicly, as part of its ILS Program, the names and addresses of all Facilities;
- 5.9.4 As part of its anti-piracy efforts, and/or to facilitate shipping, Disney may communicate with, and provide information to, customs and law enforcement officials globally and/or other Third Parties that may assist with such efforts in order to identify authorised users of intellectual properties owned or controlled by Disney or its Affiliates, including the identification of Licensees, the Facilities, authorised shippers, and other information found in the FAMA Application; and

5.9.5 Disney may disclose the information identified in subsection 5.9.4 above as Disney may deem necessary to enforce its contract rights and/or protect its intellectual property rights.

5.10 **Permitted Sourcing Countries and Prohibited Persons**

5.10.1 Licensee shall only use Facilities in Permitted Sourcing Countries (subject to any applicable conditions). Licensee may not use any Facility that involves a Prohibited Person. Licensee may not manufacture or source Licensed Products, PA Materials or components thereof (including without limitation, raw materials and blank items) from any (1) country other than a Permitted Sourcing Country or (2) Prohibited Person.

5.10.2 Disney may modify the list of Permitted Sourcing Countries from time to time (a) as required by Law and/or (b) based upon Disney's determination not to permit the sourcing or manufacturing of Licensed Products, PA Materials or components thereof (including without limitation, raw materials and blank items), based upon, without limitation, reasons of intellectual property protection and enforcement, concerns for political or human rights, or environmental protection. If a Permitted Sourcing Country becomes prohibited by Law, such country shall be deemed automatically removed from the list of Permitted Sourcing Countries as of the effective date of such Law without need of any notice from Disney. It is Licensee's responsibility to monitor any such changes. If a Permitted Sourcing Country is removed from the list of Permitted Sourcing Countries due to Disney's determination, Disney shall provide reasonable notice to Licensee of such change. Disney may provide such notice through the ILS Website. Licensee should refer to the ILS Program Manual and the ILS Website for more information about Permitted Sourcing Countries.

5.10.3 If a Person becomes prohibited by Law, the prohibition shall be automatic as of the effective date of such Law without need of any notice from Disney. It is Licensee's responsibility to monitor any such changes. If a Person becomes prohibited due to Disney's determination, Disney shall provide reasonable notice to Licensee of such prohibition. Disney may provide such notice through the ILS Website.

5.11 **Licensee ILS Representative.** Promptly after a License Agreement has been signed by both Parties, Licensee shall (1) appoint one (1) or more persons as Licensee's representative who will be responsible for Licensee's compliance with the ILS Program, and (2) notify Disney accordingly of the initial appointment and any later changes thereto.

5.12 **ILS Program Changes.** Disney may modify the ILS Program, the ILS Program Manual, the FAMA Application and TWDC's Code from time to time. Disney shall provide reasonable notice to Licensee of any material modification thereof. Disney may provide such notice through the ILS Website.

6. **PRODUCT APPROVAL AND PRODUCT INTEGRITY PROVISIONS**

Product Approval Provisions

6.1 Licensee agrees to comply with (1) all directions from Disney, including, without limitation, those included in any Style Guide(s) for any Properties included in the Licensed Material, (2) the product approval process designated by Disney (including, if required, the OPA process), and (3) the following:

6.1.1 **Concepts, Final Art Colour and Sculpts.** Before commercial production of any Licensed Product, Licensee shall submit for Disney's review and written approval, all concepts, preliminary and proposed final artwork, and 3-dimensional sculpts which are to appear on or in any SKU of the Licensed Product. All Licensed Products using any editorial must include character artwork. Any concepts, final art colour and sculpts of a SKU of the Licensed Product

not approved by Disney through OPA or otherwise in writing shall be deemed disapproved and unlicensed and shall not be manufactured or sold. If approved, Licensee may proceed to the pre-production phase.

- 6.1.2 **Pre-Production Samples.** Licensee shall submit for Disney's review and written approval a rendering of a pre-production sample of each SKU of each Licensed Product. Any pre-production sample of a SKU of a Licensed Product not approved by Disney through OPA or otherwise in writing shall be deemed disapproved and unlicensed and shall not be manufactured or sold. If approved, Licensee may proceed to the production phase.
- 6.1.3 **Production Samples.** Before selling a Licensed Product to any customer, Licensee agrees to furnish to Disney, from the first production run of each supplier of each of the Licensed Products, the number of Samples specified on the applicable Schedule, which shall conform to the approved concepts, artwork, sculpts and pre-production sample. A sample of any SKU of a Licensed Product not approved by Disney through OPA or otherwise in writing shall be deemed disapproved and unlicensed and shall not be manufactured or sold. No modification of an approved production Sample shall be made without Disney's prior written approval. No test runs, seconds or irregulars may be sold without Disney's prior written approval and, unless approved for sale by Disney, Licensee must destroy all such test runs, seconds or irregulars.
- 6.1.4 **PA Materials.** Before any use, Licensee shall submit for Disney's review and approval through OPA or otherwise in writing, all PA Materials, including any packaging, labels (including without limitation labelling statements and claims), hang tags, advertising (including without limitation, television advertising, public statements or messages, texts, tweets, blogs and/or SMS messages), press releases, containers, display materials, Catalogues, website pages (except for pack shots of Licensed Products) or references, and promotional materials. Licensee shall, at its sole expense, obtain all necessary approvals and clearances in connection with any advertising.
- 6.1.5 **Timing.** Disney shall respond to all requests for approvals under a License Agreement as quickly as reasonably possible, with a goal of ten (10) to fifteen (15) business days. If Disney has not approved or disapproved a submission within that time period, the submission shall be deemed disapproved. To be valid, any approval must be granted through OPA or otherwise in writing. Disney may grant or deny any approvals in its absolute discretion.

Any SKU of a Licensed Product, or any PA Materials, not approved by Disney through OPA or otherwise in writing shall be deemed disapproved and unlicensed, and any such SKU of a Licensed Product shall not be manufactured or sold. Any approvals given by Disney under a License Agreement, whether creative or otherwise, shall not constitute or imply any opinion by Disney that the approved Licensed Product(s) or any components thereof or any PA Materials (1) comply with applicable Laws (including, without limitation, unfair competition laws) or (2) do not infringe the rights of any third party. Any approvals given by Disney do not supersede or otherwise limit Licensee's indemnity obligations under a License Agreement. In addition, approvals given by Disney do not constitute (a) permission to produce Merchandise not expressly authorised pursuant to a fully-executed License Agreement with Disney or (b) an amendment to or modification of a License Agreement.

Product Integrity Provisions

6.2 **Compliance with Applicable Requirements: Licensed Product**

- 6.2.1 Licensee covenants and warrants that each Licensed Product shall (1) be new, suitable for the purpose for which it is intended, of good quality and free of defects in design, construction, materials and workmanship, (2) comply with all Laws for the relevant country or countries of distribution, (3) comply with any Product Integrity Licensee Requirements, and (4) conform to the Production Sample approved by Disney. Disney

shall provide reasonable notice to Licensee of any material modification of the Product Integrity Licensee Requirements. Disney may provide such notice through the DCP Website. Licensed Products not manufactured in compliance with the foregoing covenants and warranties shall be deemed unapproved, even if previously approved by Disney. Licensee shall not relinquish custody or control over such Licensed Products unless and until they have been brought into full compliance therewith.

- 6.2.2 Without limiting the foregoing, Licensee represents warrants and covenants that all Licensed Products comply, and shall comply fully with all applicable Laws, and shall be safe for children of all ages (unless properly otherwise notified on the Licensed Product or the PA Material in line with applicable Laws, that the Licensed Product is unsuitable for children of a certain age).

6.3 Compliance Verification

- 6.3.1 Both before and after Licensee initially distributes Licensed Products, Licensee shall follow reasonable and proper procedures for verifying that Licensed Products comply with all Laws and any Product Integrity Licensee Requirements, including, without limitation, and as required by Law or Disney, conducting safety tests using accredited and independent testing facilities or other accredited testing facilities, as approved by Disney, such approval not to be unreasonably withheld, and providing test reports or other compliance documentation to Disney as requested.
- 6.3.2 If requested by Disney, Licensee shall submit test reports and/or other compliance documentation for all countries of distribution demonstrating compliance with all Laws and Product Integrity Licensee Requirements, all as designated by Disney. Disney may withhold its approval of a Production Sample as required in Section 6.1.3 above until Disney obtains such test reports or other compliance documentation demonstrating compliance with all Laws and Product Integrity Licensee Requirements as determined by Disney in its absolute discretion. Licensee's submission of such test reports or compliance documentation must include information designated by Disney sufficient to enable Disney to identify such test reports or compliance documentation with the corresponding Licensed Product. Licensee shall retain documentation of all test reports or other compliance documentation for all countries of distribution as required herein for the longer of (i) the Audit Period or (ii) as required by applicable Law.
- 6.3.3 Licensee covenants that, following initial distribution of a Licensed Product as set forth in Section 6.3.1 above, Licensee shall continuously follow reasonable and proper procedures for verifying that each Licensed Product remains in full compliance with all applicable Laws and Product Integrity Licensee Requirements. Such procedures may include, without limitation, re-testing a Licensed Product if there are changes in the production run of any SKU of each Licensed Product (including, without limitation, any change in materials, components, manufacturing processes or manufacturing facilities), the countries of distribution, or if any significant time elapses between production runs of the same Licensed Product.

6.4 Product Liability Claims and Defective Products

- 6.4.1 Licensee shall, in connection with its duty to use the Licensed Material so as to promote the continuing goodwill thereof, give immediate attention and take necessary action to satisfy all legitimate customer complaints brought against Licensee in connection with the Licensed Products or PA Material. Licensee shall give Disney immediate notice of all complaints that might materially affect the good standing of the Licensed Material or the reputation of Disney, including any complaints that might result in legal action between Disney and any third party, and cooperate with Disney upon request to achieve

reasonable solutions that preserve the goodwill and reputation of Disney and the Licensed Material.

6.4.2 Licensee shall give Disney written notice, within seven (7) days, of receipt of (a) any product liability claims made or suits filed with respect to any Licensed Product and (b) any investigations or directives regarding the Licensed Products issued by any consumer product safety commission or other international, national or European local consumer safety agency and (c) any and all notices or other correspondence or communications sent by Licensee to, or received by Licensee from, any consumer product safety commission or other consumer safety agency regarding the Licensed Product, including but not limited to any notice of investigations or directives.

6.4.3 Without limiting the foregoing, Licensee immediately shall notify Disney if Licensee obtains information reasonably supporting the conclusion that a Licensed Product may fail to comply with one or more Laws, or is not suitable for children of all ages (unless properly otherwise notified on the Licensed Product or the PA Material in line with Laws, that the Licensed Product is unsuitable for children of a certain age) or may contain a defect that could create a substantial risk of injury to the public, and thereafter shall provide Disney with timely information regarding further developments. Licensee agrees to immediately discuss in good faith with Disney the nature of the issue and what additional steps are necessary to further investigate the matter, including but not limited to, notifying Regulatory Agencies.

6.4.4 Without limiting the foregoing, Licensee shall comply with all applicable Laws relating to the proper affixing of CE marking to the Licensed Products and their packaging, EC Declarations of conformity and the establishment and holding of all relevant technical documentation.

6.4.5 **TSD**

Without limiting the foregoing and where the Licensed Products in question meet the definition of toys under the TSD, Licensee agrees that it is the 'manufacturer' for the purposes of the TSD and is therefore responsible for all manufacturer obligations as set out under the TSD. These obligations include, but are not limited to responsibility for ensuring compliance with the TSD's essential and particular safety requirements for toys, drawing up the required technical documentation in accordance with the TSD, carrying out or having carried out the applicable conformity assessment procedures, ensuring that procedures are in place for the conformity of series production and toy marking and toy labelling in accordance with the TSD.

6.5 **Recalls and Other Corrective Action**

6.5.1 If Disney or Licensee reasonably concludes from information supplied by any source that a defect or failure to comply as described in Section 6.4 above exists, then Licensee shall at its expense take such action as is required by Laws, including without limitation, notifying the appropriate Regulatory Agency in the country/ies in which the Licensed Product at issue is being manufactured or sold or distributed to Consumers. Licensee shall take such actions as the notified Regulatory Agency shall require, including without limitation, (a) notifying the public of such failure or defect, (b) retrieving, recalling or withdrawing the Licensed Product from Authorised Customers, (c) destroying, repairing and/or replacing the Licensed Product, and (d) refunding sums paid and expenses incurred by Consumers and others by reason of the recall. Licensee shall provide Disney with regular and timely information regarding the foregoing, including without limitation, contemporaneous copies of correspondence and/or communications with the Regulatory Agency (all such actions being referred to collectively as the "Recall Campaign"). In the event that Disney reasonably concludes

that Licensee does not have the necessary resources and capabilities to run a specific Recall Campaign (or an element of such Recall Campaign) in an efficient or effective or legally compliant manner, then Licensee agrees that, upon receipt of written notice from Disney, Licensee shall appoint and pay a suitable third party with the requisite capabilities and resources to manage such Recall Campaign (or such element of such Recall Campaign) on behalf of Licensee. In the event the applicable Law does not require Licensee to notify the Regulatory Agency or, in the event notification has taken place but there is no direction given by the Regulatory Agency, Licensee shall discuss in good faith with Disney the steps to be taken, and shall at Licensee's expense take such steps as Disney, in its reasonable discretion, shall direct. Disney reserves the right to notify the Regulatory Agency about the Licensed Product at issue in the event that Licensee does not do so and Disney deems it prudent to do so. Whether Disney or Licensee notifies a Regulatory Agency that a defect or failure to comply exists, all reasonable expenses paid or incurred by Disney by reason of or in connection with such notification, including without limitation, all expenses in connection with a recall, shall be promptly reimbursed by Licensee to Disney.

- 6.5.2 Licensee shall provide Disney with all proposed public notices or statements of any kind regarding a failure, defect, withdrawal or recall of a Licensed Product (including, without limitation, press releases, posters, tweets, texts, and/or social media postings), for Disney's review and approval prior to issuance. The obligations of Licensee under this Section 6 are in addition to and not in limitation of other obligations, representations, warranties and indemnities of Licensee.

6.6 Compliance with Applicable Requirements: PA Materials

Licensee covenants and warrants that each PA Material shall (1) be new, suitable for the purpose for which it is intended, of good quality and free of defects in design, construction, materials and workmanship and (2) comply with all Laws for the relevant country or countries of distribution. PA Materials not manufactured in compliance with the foregoing covenant and warranty shall be deemed unapproved, even if previously approved by Disney. Licensee shall not relinquish custody or control over such PA Materials unless and until they have been brought into full compliance therewith.

7. APPROVAL OF LICENSED PRODUCTS AND PA MATERIALS

- 7.1 Online Product Approval. Licensee shall comply with the Product Approval Provisions. Licensee shall retain documentation of all product approvals for the Audit Period.
- 7.2 Identification/Labeling of Licensed Products. Licensee shall comply with all Laws, applicable Customs Agencies requirement or other applicable governmental agency requirements relating to source identification/labelling of Licensed Products, including, as applicable, identifying the Licensee's name and address, RN#, and/or country of origin on Licensed Products and/or on its packaging, container, or hang tag. Without limiting the generality of the foregoing, Licensee shall identify its name, trade name (or Licensee's trademark which Licensee has advised Disney in writing that Licensee wishes to use on the Licensed Products and which Disney has approved such use on the Licensed Products) and address (at least city and country) on Licensed Products (such as by marking the item directly or on permanently affixed labelling), even where such marking is not required by Law. In addition, Licensee shall identify its website and/or customer service contact information on the packaging, container, hang tag, or in-packed collateral documentation (such as an instruction manual) for Licensed Products so that the public can identify the supplier of the Licensed Products.
- 7.3 Marketing and Advertising Claims. Licensee covenants that all marketing and advertising claims (express or implied) regarding any attribute of Licensed Products that are included on Licensed Products, on or in PA Material, or otherwise provided by Licensee, shall comply with

all Laws, and Licensee shall be solely responsible for ensuring without limitation that any such claims: (i) are not in any way false or misleading; (ii) comply with claim criteria as established by Laws; (iii) are accompanied by any disclosure or explanatory statements required by Laws; and (iv) do not constitute a direct exhortation to children to buy advertised Licensed Products or persuade their parents or other adults to buy Licensed Products on their behalf. Licensee shall maintain sufficient records to substantiate all such claims. At Disney's request, Licensee shall provide to Disney, or its authorized representative, copies of any such records. Without limiting the foregoing, Licensee acknowledges that Disney or its Affiliates may publish, advertise, or otherwise communicate such claims in reliance upon the foregoing covenant in connection with the marketing and advertising of Licensed Products.

7.4 WEEE. Licensee shall comply with the WEEE Provisions.

8. RECORDS AND AUDITS

8.1 Maintenance and Preservation of Records. During the Audit Period and for the duration of any audit initiated during the Audit Period, Licensee agrees to keep and maintain complete and accurate books and records of all transactions relating to a License Agreement, including, without limitation, invoices and other records relating to the following matters: inventory, sales, calculation of Royalties, shipments to and from Licensee, trade and consumer marketing expenditures, and returns.

8.2 Right of Audit. Disney, or its representatives, shall have the right from time to time, during the Audit Period, during Licensee's normal business hours, and upon at least ten (10) calendar days prior written communication to Licensee, to conduct an audit to verify Licensee's (or its Affiliates if they are involved in activities that are the subject of a Licensed Agreement) performance hereunder, including without limitation, examining, copying, making extracts and retaining the same from all records which Disney reasonably deems appropriate to verify the accuracy and completeness of Licensee's statements and payments hereunder, including by way of example and not limitation, a complete master inventory list (with both Disney and non-Disney SKUs) or any approvals required hereunder. If requested by Disney or its representative (i) the audit may also include an inspection of physical inventory, and (ii) Licensee shall provide data such as sales, returns and inventory, in electronic form prior to the scheduled audit. If requested by Licensee, Disney or its representatives shall execute a mutually acceptable confidentiality agreement. Disney shall bear the cost of any such audit(s) conducted pursuant to this Section 8.2, except as otherwise provided in Section 8.3. With regard to information relating to sales data or royalty payments made or received in relation to third parties not involved with Licensed Products, Licensee may redact the identity of such third parties from such records, provided such information is shown for purposes of overall reconciliation and completeness, and Licensee furnishes sufficient identification of such data and payments to reasonably satisfy Disney that such information is not related to Licensed Products. Without limiting the generality of this Section 8.2, Licensee acknowledges that Disney may furnish Licensee with an audit questionnaire. Licensee agrees to fully and accurately complete such questionnaire and return it to Disney within the designated time. Disney's use of an audit questionnaire shall not limit Disney's ability to conduct any on-site audit(s) as provided hereinabove.

8.3 Underpayment Remedies. In addition to and without prejudice to any other right or remedy available to Disney, if any audit pursuant to the preceding Section 8.2 discloses that Licensee has failed to pay to Disney any amount payable under a License Agreement, Licensee shall pay Disney any such amount, together with interest accrued thereon from the date on which such amount became payable until the amount is paid at the interest rate set forth in Section 4.4. If such amount is equal to: (i) five percent (5%) or more of the total amount payable under a License Agreement for any Royalty Payment Period, in addition to any other rights and remedies available to Disney, Licensee shall reimburse Disney for the full and reasonable costs of such audit, including the cost of outside auditors, or, if used, Disney employee auditors (in

the latter case, the cost shall be calculated at One Hundred Fifty Euros (EUROS €150.00) per hour per person for travel time during normal working hours and actual working time); (ii) seven percent (7%) or more of the total amounts payable under a License Agreement for any Royalty Payment Period, then in addition to Disney's rights hereinabove, Disney shall have the right to immediately terminate any or all License Agreements upon written notice to Licensee, even if Licensee pays the amount payable and associated costs and expenses to Disney. For the purpose of calculating the five percent (5%) and seven percent (7%) thresholds hereinabove, any amounts Licensee is required to pay in accordance with Section 12.4 should be included in such calculation. Overpayment of any amounts by Licensee does not result in an interest credit.

- 8.4 Failure to Keep Adequate Records or Permit Audit. If Licensee fails to (i) keep, maintain and/or provide adequate books and records for one (1) or more Royalty Payment Periods or (ii) permit Disney or its representatives to exercise its audit rights, Disney shall be entitled to draw assumptions with respect to Licensee and assess the amounts owed by Licensee to Disney in its reasonable discretion, which may be up to but will not exceed the highest Royalties owed to Disney in a Royalty Payment Period for which Licensee has kept adequate records; based on, among other factors, the books and records Licensee has kept (if any), market conditions, sales of similar items, and any other reasonable estimates and assumptions Disney deems appropriate.
- 8.5 Payments and Remedies. Licensee shall make any payment or reimbursement required under this Section 8 within fifteen (15) days of Disney's request, or earlier if so requested by Disney. Disney's acceptance of any payment or reimbursement from Licensee hereunder shall be without prejudice to any legal, equitable, contractual or other right or remedy available to Disney, all of which are cumulative. Nothing contained in a License Agreement shall preclude Disney from any subsequent challenge of Licensee's Royalty Statements or payments.

9. OWNERSHIP

- 9.1 Ownership of Licensed Material. Licensee acknowledges and agrees that, as between DEI or its Designee, on the one hand, and Licensee, on the other hand: (i) all proprietary rights in and to Licensed Material, including without limitation, any intellectual property rights pertaining thereto, are exclusively owned by and reserved to DEI or its Designee, (ii) Licensee's use of Licensed Material shall inure to the benefit of DEI or its Designee, (iii) Licensee shall only make use of Licensed Material as permitted in a License Agreement, and (iv) Licensee shall not assert or acquire any proprietary rights in Licensed Material; provided, however, that in the event that Licensee is deemed to have any rights in Licensed Material, Licensee hereby assigns to DEI or its Designee absolutely and exclusively all of Licensee's right, title and interest in Licensed Material (including, without limitation, all copyrights and renewals thereof, in all media now known or hereafter developed), throughout the Universe in perpetuity (or for the full time period otherwise permitted under local Laws), in all languages. In the event any right, title, or interest in any Licensed Material is not transferred to DEI or its Designee by operation of assignment, Licensee hereby grants to DEI or its Designee an exclusive, transferable, sub licensable, Universe-wide, paid-up, royalty-free and irrevocable license to use, exploit and sublicense any and all Licensed Material and related intellectual property rights, whether or not copyrightable, patentable or otherwise protectable under Laws, in perpetuity (or for the full time period otherwise permitted under local Laws), in all languages and in any and all media now known or hereafter developed.
- 9.1.1 Disney Design Elements. Without limiting Section 9.1, Licensee further acknowledges and agrees that (i) any and all Disney Design Elements are works made for hire and commissioned works (in accordance with applicable copyright Laws), (ii) DEI or its Designee is the commissioning party for, author of, and owner of all rights in, the Disney Design Elements, and (iii) all intellectual property rights in the Disney Design Elements shall vest from inception in DEI or its Designee. Licensee acknowledges and agrees that it does not own and shall not claim any rights in any Disney Design

Elements. To the greatest extent permitted by Laws and in the event any right, title or interest in the Disney Design Elements does not vest from inception in DEI or its Designee and remains vested in Licensee, or if the work made for hire doctrine is not effective, Licensee hereby assigns to DEI or its Designee absolutely and exclusively all of Licensee's right, title and interest in the Disney Design Elements (including, without limitation, all copyrights and renewals thereof, in all media now known or hereafter developed), throughout the Universe in perpetuity (or for the full time period otherwise permitted under local Laws), in all languages, and undertakes, to the extent permitted under applicable law, not to exercise any moral rights in any work comprising or contained in any such Disney Design Elements. In the event that any right, title or interest in any Disney Design Elements created by Licensee is not transferred to DEI or its Designee by operation of assignment, Licensee hereby grants to DEI or its Designee an exclusive, transferable, sub licensable, Universe-wide, paid-up, royalty-free, and irrevocable license to use, exploit and sublicense any and all Disney Design Elements and related intellectual property rights, whether or not copyrightable, patentable or otherwise protectable under Laws, in perpetuity (or for the full time period otherwise permitted under local Laws), in all languages and in any and all media now known or hereafter developed.

9.1.2 Third Party Contributions. If any third party makes or has made any contribution to the creation of any Disney Design Elements, such contribution shall be deemed a work made for hire and a commissioned work owned by DEI or its Designee from inception, or if the work made for hire doctrine is not effective, at its own expense, Licensee shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may be required to ensure all rights in and to the Disney Design Elements are owned by DEI or its Designee, including obtaining a full assignment of rights to DEI (which assignment from a third party may be to Licensee as a necessary interim step in transferring rights to DEI or its Designee) with full title guarantee and securing for DEI or its Designee all right, title and interest in and to the Disney Design Elements and all other rights assigned to Disney in accordance with Section 9.1.1 of a License Agreement.

9.1.3 Covenant of Originality. Licensee represents, warrants and covenants that the Disney Design Elements are and shall be original to Licensee and do not and will not violate the rights of any other person or entity; provided, however, this covenant regarding originality shall not extend to any materials Disney supplies to Licensee, but does apply to all derivations, additions, or modifications thereto.

9.1.4 Trademark Assignment. Without limiting Section 9.1 or any subsections there under, if Licensee for any reason is found to have obtained any interest in any Trademark (as well as any future trademark rights created by other use of the Trademarks on or in association with Licensed Products), Licensee hereby assigns those rights to DEI or its Designee, together with the goodwill attaching to that part of the business in connection with which such Trademark(s) is used. DEI or its Designee hereby accepts such assignment.

9.2 Intellectual Property Notices. All Licensed Products, PA Material, and other matter containing Licensed Material shall bear a properly located, permanently affixed intellectual property or other proprietary notice as Disney communicates to Licensee in writing. Licensee shall comply with such instructions as to form, location and content of the notice as Disney may give from time to time. If an improper notice appears on, or if a proper copyright or trademark notice is omitted from, any Licensed Product or other matter containing Licensed Material, Licensee agrees at Licensee's expense immediately to correct the error on all such Licensed Products or other matter in Licensee's control or in the process of manufacture.

- 9.3 Assistance From Licensee. During the Term upon Disney's request, Licensee agrees to give Disney written confirmation of the first shipment date and shelf date for each SKU of each Licensed Product. During the Term and thereafter, Licensee shall promptly execute and provide to Disney such documents and take such actions as Disney reasonably requests or as are necessary or appropriate under Laws to vest fully any of the rights to Licensed Material in DEI or its Designee. Licensee shall reasonably assist DEI or its Designee in the prosecution, assertion, investigation and/or defence of the rights of DEI or its Designee in Licensed Material, and Licensee shall provide, at reasonable cost to be borne by DEI or its Designee, any evidence, documents and testimony in connection therewith. DEI or its Designee shall have the right, but not any obligation, to enforce intellectual property rights with respect to Licensed Material. Licensee shall not attempt to assert any such rights directly, but may notify Disney of any suspected infringements.
- 9.4 Withdrawal For Possible Infringement Claim. Disney may withdraw from the scope of a License Agreement any Licensed Material and/or Licensed Products the use or sale of which under a License Agreement would, in Disney's good faith judgment, infringe or reasonably be claimed to infringe or violate the rights of a third party. In such case, Disney's obligation to Licensee shall be limited to the purchase of unsaleable Licensed Products at Direct Manufacturing Cost, plus the reasonable cost of shipping such Licensed Products to Disney as approved in advance in writing by Disney. In the case of any material withdrawal pursuant to this Section the Parties shall discuss in good faith whether or not it is appropriate to adjust any Guarantee(s) to correspond to the time remaining in the Term of the affected Schedule(s), or the number of Licensed Products remaining under such Schedule(s), at the date of withdrawal, taking into account the relative importance of Licensed Material and/or Licensed Products withdrawn based on, among other financial considerations, the Forecasts. This Section 9.4 does not supersede or otherwise limit the Parties' respective indemnity obligations for third party claims under Section 11. In addition, if Licensee knew or reasonably should have known that its use of Licensed Material or other conduct would infringe a third party's rights (or reasonably be claimed to infringe or violate a third party's rights), Disney shall be under no obligation to purchase any Licensed Products or adjust any Guarantee; rather, at Disney's option, Licensee shall destroy such Licensed Products, providing a certification signed by an officer of Licensee attesting to such destruction, and Disney shall retain all rights and remedies available to it.
- 9.5 Licensee's Ownership of Certain Intellectual Property. Nothing in a License Agreement shall be deemed to grant Disney rights to any trademarks, copyrights, trade secrets, manufacturing processes, technology, proprietary techniques or patents owned by Licensee, or used by Licensee under a license from a third party, in connection with Licensed Products or otherwise, which are not Disney Design Elements or otherwise derived or adapted from Licensed Material.

10. INSURANCE

Licensee shall maintain at Licensee's cost in full force and effect at all times while this Agreement is in effect and for three (3) years thereafter: commercial general liability insurance on a per occurrence form, including without limitation coverage for contractual liability, property damage, product liability, product recall insurance, death and personal injury liability, waiving subrogation, with minimum limits required for any Licensed Product as set out in Exhibit G of no less than the equivalent of two million United States Dollars (USD2,000,000.00) per occurrence. To the extent the following insurance is not included in the Licensee's commercial general liability insurance, Licensee shall maintain: Network and Privacy (Errors & Omissions) Insurance. All insurance required under this License Agreement shall either name as additional insureds the Disney Indemnified Entities, or contain an indemnity to principal section with respect to the Disney Indemnified Entities. Such insurance shall protect Licensee and the Disney Indemnified Entities from claims arising out of or in connection with the performance of this Agreement or out of or in connection with any negligent act or omission of Licensee, its officers, directors, agents, subcontractors or employees. All insurance shall be primary and not contributory with respect to any other available insurance to Disney or the Disney Indemnified Entities. Upon Disney's request, Licensee shall deliver to Disney a certificate or certificates of insurance evidencing

satisfactory coverage and indicating that Disney shall receive written notification of cancellation, non-renewal or of any material change in coverage at least thirty (30) days prior to the effective date thereof. Disney's failure to request, review or object to the terms of any certificates of insurance or insurance policies shall not be deemed a waiver of Licensee's obligations, or the rights of Disney, under a License Agreement. Compliance herewith in no way limits Licensee's liability under any other provisions of a License Agreement.

11. INDEMNITY

11.1 Licensee Indemnification. Licensee shall defend and indemnify the Disney Indemnified Entities against and hold them harmless from any and all Claims arising from or relating to any (i) actual or alleged breach by Licensee of any agreement, representation, warranty or covenant made in a License Agreement, (ii) allegation or claim that any Licensed Product or PA Material violates, infringes or misappropriates the rights of any third party, (iii) actual or alleged injury to Person or property alleged to have been caused by any Licensed Product or PA Materials, including, without limitation, claims for product liability, (iv) acts or omissions of Licensee, its officers, directors, employees, agents, subcontractors, or other Person acting on behalf of or in concert with Licensee in connection with a License Agreement, (v) unauthorised use of Licensed Material.

11.2 Disney Indemnification. Disney shall defend and indemnify the Licensee Indemnified Entities against and hold them harmless from any Claim that Licensee's use of any representation of Licensed Material approved in accordance with a License Agreement infringes the copyright rights of any third party. Disney shall not be obligated to provide indemnification or have any obligation or liability for any Claim that arises from or relates to Licensee's failure to obtain the full assignment of rights as referenced in Section 9.1.2, or uses by Licensee of Licensed Material that Licensee knew or reasonably should have known would infringe or violate a third party's rights.

11.3 Procedures for Indemnification

11.3.1 A Party seeking indemnification (the "**Indemnified Party**") for any Claim shall promptly notify the Party required to provide indemnification hereunder (the "**Indemnifying Party**") in writing of such Claim. The Indemnifying Party shall control the defence of any Claim for which it accepts indemnification provided that (i) the Indemnifying Party's choice of counsel must be reasonably acceptable to, and not be in conflict with any interest of, the Indemnified Party, (ii) the Indemnifying Party shall consult in a meaningful way with and keep the Indemnified Party informed of the progress of the defence or settlement of the Claim, and (iii) the Indemnifying Party shall not, without the prior written consent of the Indemnified Party, settle or compromise a Claim, make any admission or acknowledgment of liability or wrongdoing, or otherwise take any steps that would prejudice the interests of the Indemnified Party. The Indemnified Party (a) shall, at the Indemnifying Party's request and reasonable expense, cooperate and assist the Indemnifying Party in the negotiation, defence or settlement of any Claim and (b) may employ counsel at its own expense in the defence of any Claim. Notwithstanding the above, in the event that the Indemnifying Party does not accept the defence of or indemnification for any Claim for which indemnification is required pursuant to this Section 11 within ten (10) business days following the receipt of written notice from the Indemnified Party of any such Claim, the Indemnified Party, without waiving any rights hereunder, shall have the full right to defend against and settle any such Claim at the expense of the Indemnifying Party.

11.3.2 Notwithstanding Section 11.3.1, if Disney in its reasonable business judgment determines that the conduct of the defence of any Claim for which it is required to be indemnified might affect adversely the validity or enforceability of any intellectual

property rights of DEI or its Designee, Disney shall have the right at all times to take over and assume control of the defence of any such Claim and Licensee shall be responsible for the reasonable expenses of such defence.

- 11.4 **No Trademark Indemnity.** Disney gives no warranty or indemnity with respect to any liability or expense arising from any claim that any use of Licensed Material on or in connection with Licensed Products or PA Material infringes any trademark right of any third party, or otherwise constitutes unfair competition by reason of any prior rights acquired by such third party except where such prior rights have been acquired from Disney. Disney is relying upon Licensee, and Licensee has the responsibility, to carry out such searches and investigations as are reasonable to establish that Licensed Products and PA Material manufactured or created under a License Agreement, including any use made of Licensed Material, do not infringe such rights of any third party, and Disney shall not be liable to Licensee if such infringement occurs.
- 11.5 **No Other Indemnity Obligations.** No other obligation for indemnity, whether equitable or otherwise, exists between the Parties except as specified in this Section 11.

12. **TERMINATION**

- 12.1 **Mutual Right to Terminate.** Either Party may terminate a License Agreement at any time if (i) the other Party breaches a material term of a License Agreement, and (ii) such breach is not cured within fifteen (15) days following written notice thereof, in accordance with Section 15.5, from the non-breaching Party to the breaching Party. In the case of a non-monetary breach which cannot reasonably be cured within the fifteen (15) day period stated above, the breaching Party shall instead have a thirty (30) day cure period, provided that the breaching Party in good faith begins efforts to cure the breach within the fifteen (15) day period following written notice of the breach. The foregoing shall be in addition to and without prejudice to any other rights or remedies available to the Parties, except as set forth below in Section 12.3.
- 12.2 **Immediate Termination.** In addition and without prejudice to any other rights or remedies available to Disney, Disney may at any time terminate a License Agreement effective upon written notice thereof to Licensee in accordance with Section 15.5, upon the occurrence of one (1) or more of the following events (provided, however, that with respect to Section 12.2.3 below, to the extent permitted by applicable law, such termination shall occur automatically and immediately without the need for any notice):
- 12.2.1 Licensee manufactures, sells or delivers, without Disney's prior written authorisation, any Merchandise containing representations of Licensed Material, or other material proprietary to DEI or its Designee, other than the Licensed Products licensed and approved in accordance with a License Agreement;
- 12.2.2 Licensee delivers Licensed Products outside the Passive Sales Territory or sells Licensed Products to a third party when Licensee knows or should know in the exercise of prudent business judgment that such sales ultimately will result in delivery outside the Passive Sales Territory, unless pursuant to a written distribution permission or separate written license agreement with Disney or any of Disney's Affiliates;
- 12.2.3 Licensee fails to generally pay its debts as they become due, or makes a general assignment for the benefit of creditors, or any proceeding is instituted by or against Licensee (and is not dismissed within ninety (90) days) seeking to adjudicate it as bankrupt or insolvent, or seeking liquidation, winding up, reorganisation, arrangement, adjustment, protection, relief or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganisation or relief of debtors, or seeking the entry of any order for relief or the appointment of a receiver, trustee or other similar official for all or for any substantial part of its property or assets;

- 12.2.4 Licensee due to material changes in its financial position, or for other reasons, is unable to meet Licensee's obligations under a License Agreement, or is unable to provide Disney with assurance reasonably satisfactory to Disney that Licensee will be able to meet such obligations;
 - 12.2.5 Licensee has assigned, sub-licensed or transferred any of its rights, benefits or obligations under a License Agreement in violation of a License Agreement;
 - 12.2.6 Licensee breaches any material term of a License Agreement and the breach is not reasonably capable of being cured;
 - 12.2.7 Licensee breaches the same provision of a License Agreement more than once and Disney gave Licensee written notice of the prior breach under such License Agreement;
 - 12.2.8 Licensee (or any of its Affiliates) breaches any other agreement with Disney (or any of its Affiliates), and Disney (or its Affiliate) has terminated such agreement for cause;
 - 12.2.9 Licensee (or any of its Affiliates) breaches any surviving obligation under any expired or terminated agreement between Disney (or any of its Affiliates) and Licensee (or any of its Affiliates) and such breach has not been cured or waived;
 - 12.2.10 Licensee breaches any provision of the ILS Program;
 - 12.2.11 Licensee displays, markets, advertises, releases, or otherwise discloses publicly any Restricted Materials in violation of Section 15.2.3;
 - 12.2.12 Licensee commits a material breach of the Product Integrity Provisions as contained in Section 6, including without limitation its manufacturer obligations as set out under the TSD, in the event that the Licensed Products include toys as defined in the TSD;
 - 12.2.13 Licensee opposes or seeks to cancel or challenge in any forum, any intellectual property ownership, application or registration of Disney or of any of Disney's Affiliate's; or
 - 12.2.14 where Disney has reserved the right to do so in these Standard Terms and Conditions.
- 12.3 Disney's Control of Licensed Material. In the event that Disney terminates a License Agreement, Licensee hereby waives any claim for injunctive relief to contest Disney's determination that a termination event has occurred or to otherwise affect Disney's full and absolute control of Licensed Material and Licensee hereby waives any right to any such determination; provided, however, nothing in this Section shall preclude Licensee from bringing an action for damages, but prior to and during any such action, Disney shall have full and absolute control over Licensed Material. Disney may suffer material and irreparable damage if Licensee breaches or threatens to breach a License Agreement, including if Licensee continues to manufacture, offer for sale, sell, advertise, promote or distribute Licensed Products upon the expiration or termination of a License Agreement, and Disney may have no adequate remedy at law because it may be difficult or impossible to establish the full and precise monetary value of such damage. Licensee agrees that, in addition to any and all other remedies available to Disney, Disney shall have the right to seek to have any such activity by Licensee restrained by appropriate judicial relief, including, but not limited to, a temporary restraining order, a preliminary injunction, a permanent injunction, or such other alternative relief as may be appropriate, without the necessity of Disney posting any bond.
- 12.4 Additional Payments for Unauthorised Use and Unauthorised Sales

Licensee shall not use the Licensed Material or any other material proprietary to Disney or DEI in any way other than as authorised in this Agreement (or as is licensed in any other written

agreement signed by both Disney or an Affiliate of Disney and Licensee as may be in effect between such parties) ("Unauthorised Use") or engage in Unauthorised Sales. In addition to and without waiving any other rights or remedies available to Disney, including without limitation, termination of a License Agreement, if Licensee breaches a License Agreement by engaging in Unauthorised Use or Unauthorised Sales, then since the Parties agree that it is very difficult to fix actual damages which may proximately arise from such a breach, Licensee agrees that it shall immediately pay to Disney, double Royalties at the highest rate set out in a License Agreement applied to a Royalty Base determined by Disney having regard to the nature of the Unauthorised Use or Unauthorised Sale, as liquidated damages on any such Unauthorised Use and Unauthorised Sales. Licensee shall make such payments to Disney together with interest accrued thereon from the date on which such Unauthorised Use or Unauthorised Sales occurred until the amount thereof is paid at the interest rate set forth in Section 4.4, immediately upon written request by Disney, and no such payments shall apply against any Guarantee. Payment to Disney for such Unauthorised Use or Unauthorised Sales shall not constitute an implied license for such Unauthorised Use or Unauthorised Sales or permit any further use or sales.

13. **EFFECT OF EXPIRATION OR TERMINATION OF LICENSE AGREEMENT**

- 13.1 **Reversion of Rights to Disney.** Upon the expiration of the Term, or upon the effective date of termination if a License Agreement is earlier terminated pursuant to Section 12: (i) Licensee shall cease any and all uses of Licensed Material, including without limitation, any manufacturing (including without limitation by Facilities), advertising, sale and distribution (subject to Section 13.4) of Licensed Products, (ii) all rights granted to Licensee under a License Agreement shall revert to Disney, and (iii) Disney shall be entitled to retain all monies paid to Disney. If Disney terminates a License Agreement prior to the expiration of the Term pursuant to Section 12, all unpaid Royalties, and Guarantees (or portions thereof) shall become immediately due and payable. If Licensee terminates a License Agreement in accordance with Section 12.1 because of a material, uncured breach by Disney, and Licensee is in full compliance with all of the terms and conditions of a License Agreement, Licensee shall not be required to pay any unpaid Guarantee obligation applicable to the remaining Term from and after the date of termination. Upon a withdrawal of rights by Disney pursuant to a License Agreement: (a) Licensee shall immediately cease any and all uses of and activities within (as applicable) such withdrawn Licensed Material, Licensed Product, Property and/or country(ies) of the Territory, (b) all rights granted to Licensee with respect thereto shall revert to Disney, and (c) Disney shall be entitled to retain all monies paid to Disney with respect thereto.
- 13.2 **Disposition of Reproduction Materials; Return or Destruction of Licensed Material.** Upon the expiration of the Term or Sell-Off Period (if applicable), or if a License Agreement is earlier terminated pursuant to Section 12, upon the effective date of such termination, Licensee shall (i) at Disney's option, either (a) transfer to Disney or its designated representative, physical possession of any and all Reproduction Materials (and/or cause its Facilities to do so), or (b) destroy, efface or delete (as applicable) all Reproduction Materials, (ii) return to Disney all artwork, Style Guides, or other items containing Licensed Material, and (iii) destroy any unsold inventory of Licensed Products in Licensee's possession or control (subject to Section 13.5). Licensee shall furnish to Disney a certificate, signed by an officer of Licensee, attesting to any destruction provided in the preceding sentence. If Disney requires the transfer of physical possession of the tooling, moulds, or plates, Licensee shall be paid an amount equal to the original direct cost of the tooling, moulds or plates, less a reasonable amount for wear and tear, as determined by Disney in its commercially reasonable discretion.
- 13.3 **Inventory Statement.** Within thirty (30) days prior to the expiration of the Term (and again upon expiration), or if a License Agreement is earlier terminated, upon the effective date of such termination, Licensee shall provide Disney with a full written statement of any then-existing unsold inventory of Licensed Products in Licensee's possession or control, and any additional information reasonably requested by Disney.

- 13.4 Sell-Off Period. If Licensee has complied with all of the terms and conditions of a License Agreement, including without limitation, providing written inventory statements to Disney at the times prescribed in Section 13.3, then, subject to Disney's prior written consent, Licensee shall have the non-exclusive right during the Sell-Off Period to sell-off such inventory of Licensed Products. Licensee shall furnish Disney with a Royalty Statement and pay all Royalties in respect of such sales in accordance with a License Agreement. All rights and remedies available to Disney during the Term shall be equally available to Disney during the Sell-Off Period. Licensee shall cease all sales of Licensed Products upon the expiration of the Sell-Off Period, and destroy any unsold inventory of Licensed Products in Licensee's possession or control (subject to Section 13.5). Destruction of Licensed Products shall be carried out in accordance with applicable Law and in line with environmental best practice and any environmental practice notified in writing to Licensee by Disney. Licensee shall furnish to Disney a certificate, signed by a senior officer of Licensee attesting to the destruction required by Disney in accordance with this Section 13.4. However, Licensee may retain sufficient inventory to comply with ongoing warranty obligations to consumers for Licensed Products, if applicable.
- 13.5 Disposition of Inventory. Upon the expiration of the Term or Sell-Off Period (if applicable), or if a License Agreement is earlier terminated, upon the effective date of such termination, Disney and its Affiliates shall have the right, but not the obligation, to take possession of, or require Licensee to deliver to Disney (to a location within the Territory designated by Disney) at no cost to Disney any unsold inventory of Licensed Products remaining in Licensee's possession or control.

14. NON-ASSIGNABILITY

- 14.1 No License Transfer Without Consent. Each License Agreement, and the license granted to Licensee, are personal to Licensee, who was specifically chosen by Disney to be licensed because of Licensee's and certain of Licensee's employees' particular expertise and ability to design, produce and sell Licensed Products in ways that maximise the value of Licensed Products, and to otherwise perform a License Agreement. Licensee shall not authorise, cause or otherwise engage in, or be subject to, any License Transfer without Disney's prior written consent, to be granted or withheld in Disney's absolute discretion. Any purported License Transfer without such consent shall be deemed null and void and shall result in the automatic and immediate termination of a License Agreement as of the date of the License Transfer.
- 14.2 Notice of Proposed License Transfer; Transfer Fee. Licensee shall provide Disney with at least thirty (30) days' prior written notice of any proposed License Transfer, and concurrently therewith, such information and documentation as is reasonably necessary to enable Disney to evaluate the proposed License Transfer. Disney's consent (if given) may be subject to such terms and conditions as Disney deems appropriate, including without limitation, payment of a Transfer Fee to Disney. Such Transfer Fee represents compensation to Disney for: (i) the risk of business interruption, or loss of quality or control Disney may suffer as a result of the License Transfer, (ii) potential risks relating to the identity, reputation, creditworthiness, financial condition and/or business capabilities of the Person involved in the License Transfer, (iii) the value of a License Agreement in terms of the total consideration received by Licensee in connection with the License Transfer, and (iv) Disney's internal costs related to the License Transfer. A Transfer Fee shall not be required if a License Agreement is assigned to one of Licensee's Affiliates as part of a corporate reorganisation exclusively among some or all of the entities existing in Licensee's corporate structure as of the Effective Date of such License Agreement; provided, however, that Licensee must give Disney written notice of such assignment and a description of the reorganisation, and must obtain Disney's consent to the assignment as provided in Section 14.1.
- 14.3 Conditions for Affiliate Sublicensing. In the event Disney consents, pursuant to Sections 14.1 and 14.2, to a sublicense by Licensee to an Affiliate of Licensee, then Licensee represents,

warrants and covenants that (i) Licensee shall require such Affiliate to perform the sublicensed rights and/or obligations subject to, and in compliance with, all terms, conditions, and restrictions of a License Agreement (including, without limitation, (a) the right of Disney, or its representatives, to audit such Affiliate and (b) those obligations which by their nature would continue beyond the termination or expiration of a License Agreement), (ii) each such Affiliate shall (a) execute such further agreements between them as may be necessary or appropriate to formalise the sublicense and (b) upon Disney's request, provide Disney with copies of such agreements or any further documentation, guarantees, and/or indemnifications Disney may require, (iii) Licensee shall at all times remain directly liable to Disney for the full and complete performance of Licensee's rights and obligations under a License Agreement, notwithstanding any sublicense or any direct right of action that Disney may have against such Affiliate, and (iv) Licensee shall not sublicense to such Affiliate any of Licensee's obligations under a License Agreement to submit to Disney any payments, reports, notices and/or requests for approvals or consents. In the event that Disney consents to a sublicense to an Affiliate of Licensee in accordance with Section 14.1, any such sublicense shall automatically expire (or earlier terminate), without any further action required, upon the expiration (or earlier termination) of this License Agreement.

15. GENERAL

- 15.1 Amendments. No provision of a License Agreement may be modified, supplemented or amended except by a written instrument duly executed by each of the Parties thereto; provided in the case of uncontroversial amendments such as adding a Licensed Product, Licensed Material, Territory, or extending the Sell-Off Period, upon which both Parties have agreed, Disney may send such amendment to Licensee and if Licensee does not object in writing to such amendment within ten (10) calendar days of the date that Disney sends such amendment, then a License Agreement shall be deemed amended thereby, effective as of the effective date of such amendment. For the avoidance of doubt, any amendment to increase a Royalty Rate, or Guarantee must be signed by both Parties.
- 15.2 Confidential Information. Licensee agrees not to use or disclose to any third party any Confidential Information without obtaining Disney's prior written consent; provided, however, that a License Agreement may be disclosed on a need-to-know basis to Licensee's attorneys and accountants who agree to be bound by this confidentiality provision.
- 15.2.1 Exceptions to Confidentiality. The obligations of confidentiality contained in a License Agreement shall not apply to information which: (i) is in the public domain, (ii) comes into the public domain other than due to a fault on the part of Licensee and/or its Affiliates, (iii) is received by Licensee from a third party who did not receive it in confidence, or (iv) is necessarily disclosed pursuant to a statutory or regulatory obligation, or to comply with the valid order of a court of competent jurisdiction, in which event Licensee shall notify Disney in advance and seek confidential treatment of such information.
- 15.2.2 Term of Confidentiality Obligation. The obligations of confidentiality shall remain in full force and effect for a period of three (3) years following the expiration or earlier termination of a License Agreement.
- 15.2.3 Confidential Information and Introduction to the Trade of Restricted Materials. Licensee shall not, without prior written consent of Disney, display, market, advertise, release, or otherwise disclose publicly, including without limitation, to Authorised Customers, distributors or sales accounts, any Restricted Materials prior to the dates such Restricted Materials are authorised for release by Disney in writing. Notwithstanding the foregoing, Licensee may use Restricted Materials that are clearly and permanently watermarked with Licensee's name at trade shows and at presentations to sales accounts prior to the dates specified by Disney provided such watermarked

Restricted Materials are retained by Licensee and not permitted to be photographed by the person(s) with whom the Restricted Materials are shared. Licensee acknowledges and accepts that it shall be responsible for ensuring that no Restricted Materials are displayed, released, or otherwise disclosed publicly either by Licensee or by anyone else prior to the date authorised by Disney in writing. In the event that any Restricted Materials are displayed, released, or otherwise disclosed to the public prior to the dates specified in writing by Disney, in addition to all other rights and remedies available to Disney, Disney may immediately terminate a License Agreement on written notice.

- 15.3 Preservation of Disney's Goodwill. The rights and powers retained by Disney, and the limitations and obligations placed on Licensee, are necessary to protect the Licensed Material and all intellectual property rights associated therewith, including without limitation, the preservation of the goodwill and good name of the Disney Entities. Therefore, Licensee shall not engage in actions that would impair the legal status, or detract from or impugn the public acceptance and popularity thereof. Without limiting the foregoing, Licensee agrees to refrain from any action or inaction that would reduce or negatively affect the goodwill of the Disney Entities or associated with the Licensed Material. Licensee acknowledges and agrees that such prohibited conduct includes the production, marketing, advertising, sale or use of any Licensed Products: (i) in any manner that is inconsistent with the family values associated with the Licensed Material or the Disney Entities, (ii) in any manner that disparages Licensed Products or the Disney Entities, (iii) in any manner that does not make clear that the Licensed Material is owned or co-owned by or licensed to the Disney Entities (iv) as gifts or promotional material in order to promote third party products, services or commercial establishment, and/or (v) in a manner or environment or at quantity levels significantly above prior practice suggesting that the Licensed Products are second-rate, low-quality, low-value, unwanted or counterfeit products, and at prices below cost or so far below prior sales practices as to suggest that the Licensed Products are second-rate, low-quality, low-value, unwanted or counterfeit products (without prejudice to Licensee's absolute discretion to sell Licensed Products at such legal prices as it may determine). In addition, Licensee agrees that it will not produce, market, advertise or sell items of Merchandise embodying or bearing any artwork or other representation that Disney determines, in its reasonable discretion, is confusingly similar to the Licensed Material (or other proprietary material owned or co-owned by or licensed to the Disney Entities) so as to suggest association with or sponsorship by any of the Disney Entities. In addition, Licensee shall not use or co-mingle with the Licensed Material or Licensed Products, and shall use commercially reasonable efforts to keep others from using or co-mingling with the Licensed Material and Licensed Products, any other characters or properties (and related intellectual property), whether owned by Licensee or a third party, in a manner that suggests association with or sponsorship by any of the Disney Entities.
- 15.4 Waivers. No release, discharge or waiver of any provision of a License Agreement shall be enforceable against or binding upon either Party unless in writing and executed by a duly-authorized officer of the Party. Neither the failure to insist upon strict performance of any of the terms or conditions thereof, nor, in the case of Disney, the acceptance of monies or Royalty Statements due thereunder, shall be deemed a waiver of any rights or remedies or a waiver of any breach or default of any kind or nature.
- 15.5 Notices. All notices either Party is required to send to the other Party in connection with a License Agreement shall be transmitted in writing and shall be deemed served (i) when hand delivered, (ii) when transmitted by email and subject always to receipt of a delivery confirmation, on the day and time sent or on the next business day if not sent on a business day (iii) upon delivery when sent by express mail, courier, overnight mail or other commercially recognised delivery service, charges prepaid, (iv) five (5) business days following the date mailed when sent by mail, postage prepaid, or (v) the date of transmission (with delivery confirmation) when sent by facsimile transmission provided that the date of transmission is a business day and if not a business day, the date of receipt shall be the next business day, addressed as provided in a Schedule. Either Party may designate a different address by written

notice to the other in accordance with this Section 15.5. Requests for approvals of Licensed Products at any stage shall be made through OPA, unless otherwise agreed in writing by Disney. Other requests by Licensee to Disney for approvals or consents required under a License Agreement, and responses by Disney thereto, may be communicated by email unless Disney requests a hard copy of any submission.

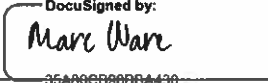
- 15.6 Entire Agreement. A License Agreement forms the entire agreement between the Parties with respect to the subject matter thereof, and a License Agreement supersedes and replaces any and all prior or contemporaneous agreements and negotiations between the Parties, whether written or oral, with respect to the subject matter thereof. No statement or inducement with respect to the subject matter thereof by any Party or by any agent or representative of any Party which is not contained in a License Agreement shall be valid or binding between the Parties and Licensee agrees with Disney that it is not entering into the Agreement as a result of any representations made to it by Disney. Licensee agrees that it will have no remedy in respect of any representation, statement, assurance or warranty that is not expressly set out in a License Agreement, except in the case of fraud. Licensee shall have no claim for innocent or negligent misrepresentation based on any statement made by Disney in connection with a License Agreement.
- 15.7 Relationship of Parties; No Third Party Beneficiaries. The Parties hereby acknowledge that their relationship is that of licensor and licensee and that nothing herein is intended or shall be construed or deemed to create, or to express an intent to create, a partnership, joint venture, fiduciary, employment, franchise or agency relationship of any kind or nature whatsoever between the Parties. Nothing in a License Agreement is intended or shall be deemed to confer any rights or benefits upon any Person other than the Parties thereto, or to make or render any such other Person a third-party beneficiary of a License Agreement, except to the extent that an Affiliate of either Party, or any officer, director, or employee of a Party or its Affiliate, has any rights, including a right to be indemnified, under a License Agreement.
- 15.8 Construction. Each License Agreement has been fully reviewed and negotiated by the Parties thereto and their respective counsel. In interpreting a License Agreement, no weight shall be placed upon which Party thereto or its counsel drafted the provision being interpreted. In addition, there shall be no presumption made or inference drawn because of the drafting history of a License Agreement, or because of the inclusion or deletion of a provision not contained in a prior draft. All plural references shall be deemed to be singular and the singular shall be deemed to be plural.
- 15.9 Severability. If any term or provision of a License Agreement is deemed invalid or unenforceable by a court of competent jurisdiction, such term or provision shall be deemed to be severable from the other terms and provisions thereof, and the remainder of a License Agreement shall be given effect as if the Parties had not included the severed term or provision therein.
- 15.10 Approvals. To be valid, any approval by Disney under a License Agreement must be in writing or through OPA. Disney may grant or deny any approvals in its absolute discretion.
- 15.11 Computer System Security and Remote Access Requirements. In the event that Licensee is provided direct or remote access to any Disney Computer System by any method, Licensee agrees to comply with all of the requirements described in Exhibit F of these Standard Terms and Conditions. If Licensee is supplied with a password to gain access to any Disney Computer System, Licensee agrees to maintain the confidentiality of the password. Licensee agrees that Disney may monitor Licensee's use of the password, and Licensee agrees to provide all required legal notifications to its employees regarding same, as well as to comply with all privacy and other Laws in the circumstances. If any of Licensee's employees leave employment, Licensee immediately shall disable such employee's email address from any access to any Disney Computer System. Licensee shall only access Disney Computer Systems for the limited

purpose of fulfilling its obligations under a License Agreement. Such access shall be limited to that period of time necessary for Licensee to accomplish this purpose under a License Agreement. Licensee acknowledges that Disney retains the right to terminate access to any Disney Computer System at any time, in its absolute discretion without any liability to Licensee. Any violation of the Computer System Security and Remote Access Requirements or unauthorised use of or access to a Disney Computer System by Licensee's employees, subcontractors or agents shall constitute a breach of a material term of a License Agreement.

- 15.12 Governing Law and Venue. This Agreement shall be governed and interpreted according to the laws of England and Wales. Any legal actions pertaining to this Agreement commenced by Disney shall be subject to the non-exclusive jurisdiction of the courts of England and the parties agree to submit to the jurisdiction of the courts of England. Any legal actions pertaining to this Agreement commenced by Licensee shall be subject to the exclusive jurisdiction of the courts of England.
- 15.13 Limitation of Liability. Neither Party shall be liable to the other for any punitive, exemplary, consequential, incidental, indirect or special damages, or lost profits; provided, however, that (i) a claim by Disney for any unpaid Royalties or Guarantee(s) shall not be deemed a claim for lost profits or otherwise be barred under this Section 15.13, and (ii) the limitation on damages shall not apply to a Party's indemnity obligations under Section 11. If, as a result of a Claim for which Disney indemnifies Licensee pursuant to Section 11.2, Licensee cannot sell Licensed Products containing any representation of Licensed Material approved by Disney in accordance with a License Agreement, Disney's obligation to Licensee in respect of the unsaleable Licensed Products shall be limited to the purchase of such unsaleable Licensed Products at Direct Manufacturing Cost. Nothing in this Agreement excludes any liability one Party may owe to the other in respect of any fraudulent misrepresentation.
- 15.14 Conflicting Terms. In the event of any conflict between a Schedule and the Standard Terms and Conditions, the terms of such Schedule shall prevail.
- 15.15 Survival. The provisions of a License Agreement which, by their nature, are intended to survive the expiration or termination of a License Agreement shall survive the expiration or termination of a License Agreement indefinitely or for such shorter period of time as may be set forth in any such provision.
- 15.16 Execution. The Parties hereby agree to execute a License Agreement, and any amendment of or document ancillary to a License Agreement, by electronic means. Licensee expressly recognises that its signature through Disney's selected third party electronic signature platform of a License Agreement any amendment of or document ancillary to a License Agreement shall be a valid signature confirming its agreement thereto for the purposes of the applicable law of a License Agreement. Where a License Agreement is executed by handwritten signature, PDF signatures shall be deemed effective.

IN WITNESS WHEREOF, the Parties hereto have executed and delivered, by their duly authorised representatives, the Standard Terms and Conditions on the date shown below:

The Walt Disney Company Limited

By: 
Name: Marc Ware
Title: Finance Director
Date: 8/15/2019

Amscan International Limited


By: 
Name: Barry Morin
Title: Sr. VP
Date: 8/14/2019

EXHIBIT A

CODE OF CONDUCT FOR MANUFACTURERS

At The Walt Disney Company, we are committed to:

- a standard of excellence in every aspect of our business and in every corner of the world;
- ethical and responsible conduct in all of our operations;
- respect for the rights of all individuals; and
- respect for the environment.

We expect these same commitments to be shared by all manufacturers of Disney Merchandise. At a minimum, we require that all manufacturers of Disney Merchandise meet the following standards:

Child Labour	<p>Manufacturers will not use child labour.</p> <p>The term "child" refers to a person younger than 15 (or 14 where local law allows) or, if higher, the local legal minimum age for employment or the age for completing compulsory education.</p> <p>Manufacturers employing young persons who do not fall within the definition of "children" will also comply with any laws and regulations applicable to such persons.</p>
Involuntary Labour	<p>Manufacturers will not use any forced or involuntary labour, whether prison, bonded, indentured or otherwise.</p>
Coercion and Harassment	<p>Manufacturers will treat each employee with dignity and respect, and will not use corporal punishment, threats of violence or other forms of physical, sexual, psychological or verbal harassment or abuse.</p>
Non-discrimination	<p>Manufacturers will not discriminate in hiring and employment practices, including salary, benefits, advancement, discipline, termination or retirement, on the basis of race, religion, age, nationality, social or ethnic origin, sexual orientation, gender, political opinion or disability.</p>
Association	<p>Manufacturers will respect the rights of employees to associate, organise and bargain collectively in a lawful and peaceful manner, without penalty or interference.</p>
Health and Safety	<p>Manufacturers will provide employees with a safe and healthy workplace in compliance with all applicable laws and regulations, ensuring at a minimum reasonable access to potable water and sanitary facilities; fire safety; and adequate lighting and ventilation.</p> <p>Manufacturers will also ensure that the same standards of health and safety are applied in any housing that they provide for employees.</p>
Compensation	<p>We expect manufacturers to recognise that wages are essential to meeting employees' basic needs. Manufacturers will, at a minimum, comply with all applicable wage and hour laws and regulations, including those relating to minimum wages, overtime, maximum hours, piece rates and other elements of compensation, and provide legally mandated benefits. Except in extraordinary business circumstances, manufacturers will not require employees to work more than the lesser of (a) 48 hours per week and 12 hours overtime or (b) the limits on regular and overtime hours allowed by local law or, where local law does not limit the hours of work, the regular work week plus 12 hours overtime. In addition, except in extraordinary business circumstances, employees will be entitled to at least one day off in every seven-day period.</p>

EXHIBIT A

Manufacturers will compensate employees for overtime hours at such premium rate as is legally required or, if there is no legally prescribed premium rate, at a rate at least equal to the regular hourly compensation rate.

Where local industry standards are higher than applicable legal requirements, we expect manufacturers to meet the higher standards.

Protection of the Environment

Manufacturers will comply with all applicable environmental laws and regulations.

Other Laws

Manufacturers will comply with all applicable laws and regulations, including those pertaining to the manufacture, pricing, sale and distribution of Merchandise.

All references to "applicable laws and regulations" in this Code of Conduct include local and national codes, rules and regulations as well as applicable treaties and voluntary industry standards.

Subcontracting

Manufacturers will not use subcontractors for the manufacture of Disney Merchandise or components thereof without Disney's express written consent, and only after the subcontractor has entered into a written commitment with Disney to comply with this Code of Conduct.

Monitoring and Compliance

Manufacturers will authorise Disney and its designated agents (including third parties) to engage in monitoring activities to confirm compliance with this Code of Conduct, including unannounced on-site inspections of manufacturing facilities and employer-provided housing; reviews of books and records relating to employment matters; and private interviews with employees. Manufacturers will maintain on site all documentation that may be needed to demonstrate compliance with this Code of Conduct.

Publication

Manufacturers will take appropriate steps to ensure that the provisions of this Code of Conduct are communicated to employees, including the prominent posting of a copy of this Code of Conduct, in the local language and in a place readily accessible to employees, at all times.

EXHIBIT B

FACILITY AND MERCHANDISE AUTHORISATION APPLICATION INSTRUCTIONS

Attached is the Facility and Merchandise Authorisation ("FAMA") Application that must be completed for each Facility (as defined below).

- Please visit www.disneylaborstandards.com to access the most current electronic version of the FAMA Application form so that you can complete a FAMA Application for each Facility.
- Once a FAMA Application is completed in English for each Facility, please send each completed application, together with any required supporting documentation, to your designated Disney Representative by email.
- Disney will review the information and determine whether each Facility will be authorised to produce Disney-branded products (as defined below).
- **DISNEY-BRANDED PRODUCTS MAY NOT BE PRODUCED OR HANDLED AT ANY FACILITY UNLESS AND UNTIL YOU RECEIVE A SIGNED FAMA FROM DISNEY FOR SUCH FACILITY.**
- You also may present the Disney-signed FAMA to Customs officials to facilitate the importation of properly authorised Disney-branded products if the Facility is outside the territory where the goods are to be sold.

Definition of "Facility": Any of Licensee's or Vendor's own or third-party manufacturers, vendors, factories, farms, suppliers, and other facilities (as well as any subcontractors) that produce, process, finish, assemble (including without limitation, the combination of one (1) or more individual products together into a separate product set, bundle or multi-pack), or package products, components of products, product packaging, advertising and/or promotional materials, or other items related thereto, in each case in physical form (ie., not in digital form only), that contain, incorporate or apply any Disney intellectual property (ie., any names, marks, logos, characters, artwork or other proprietary material owned or controlled by The Walt Disney Company or any of its affiliated companies), all of which are hereby referred to as "**Disney-branded products**".

Exclusions: At this time, facilities that do not need to be declared, and for which no FAMA Application is required, include (i) facilities that produce blank or generic products, components or materials that DO NOT contain, incorporate or apply any Disney intellectual property (such as blank or generic cardboard boxes, plastic wrap or plain buttons) and (ii) raw materials suppliers, fabric mills or processors of generic commodity items such as cotton, metal and paper that DO NOT contain, incorporate or involve the application of any Disney intellectual property.

Unless they are involved in the activities described in the definition of Facility above, DO NOT list agents, business offices or showrooms as a Facility.

Facilities may only be located in Permitted Sourcing Countries.

For additional clarification and other sourcing restrictions, please see the ILS Program Manual.

Incomplete or illegible forms will be returned to you for resubmission.

EXHIBIT C

ROYALTY STATEMENT FORM

Licensee Name: _____ **TOTALS**

Contract Number: _____ **Net sales:** _____

Despatch Period From: _____ **Net Royalty:** _____

Despatch Period To: _____ **Total Contract:** _____

<u>Destination</u> Country	<u>EAN/UJC</u> Number	<u>Disney</u> <u>Merchandise</u> Code	<u>Character</u> Description	<u>License</u> Catalogue Code	<u>SKU</u> description	<u>Distribution</u> Channel	<u>Invoice</u> Currency Code	<u>Gross</u> Quantity	<u>Returns</u>	<u>Net</u> Quantity	<u>Unit</u> Price	<u>Net</u> Sales	<u>Royalty</u> Rate	<u>Net</u> Royalty	<u>Conversion</u> Rate	<u>Total</u> Contract
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EXHIBIT D

I. New Media Protocols

These New Media Protocols (the "**Protocols**"), along with any applicable Disney license agreement, govern your use or display of any names, trademarks, copyrights, brands, logos, properties, fanciful characters and/or any other intellectual property of Disney (collectively, the "**Disney Materials**"), to advertise, promote or sell Disney Products via any digital or interactive medium (including websites, social media platforms, applications, mobile operating systems and other online media now known or hereafter devised (collectively, the "**New Media Platforms**"). The Protocols do not supersede the provisions of any Disney license agreement or applicable law, rule or regulation. Compliance with applicable laws, rules and regulations is always required. For purposes of the Protocols, "**Disney**" means Disney and its affiliates, licensors or assignees. "**Disney Products**" means any product produced by or on behalf of Disney or produced under a Disney license.

A. General Obligations

You shall not, without the prior written approval of Disney, nor may you permit others to:

- Use, post or upload any text, pictures, photographs, video, audio, artwork, film or television clips, trailers or any other content which contains or references Disney Materials. Approval, if granted, is limited to display of the content and not any other purpose, including but not limited to, reproduction of, or creating derivative works based on, any Disney Materials.
- Purport to speak, tweet, blog or otherwise communicate on behalf of or impersonate any character, employee, officer or director of Disney.
- Commingle Disney characters and icons with non-Disney characters and icons.
- Position any New Media Platform as owned, operated or endorsed by Disney. Any approved use of Disney Materials must contain a content balance so that the consumer knows it is not a New Media Platform operated by Disney. However, referencing or linking to a New Media Platform operated by Disney (eg. a Disney website) or creating a Disney section (with Disney's approval) within a website or webpage is permitted, provided it otherwise complies with the Protocols.
- Use Disney Materials as a sole means to drive traffic to a New Media Platform, other than to sell the Disney Products that are being advertised.
- Use the Disney Materials or advertise Disney-licensed consumer products on any website that (i) encourages or commits infringement of intellectual property rights, or (ii) is identified to you in writing by Disney from time to time (the "Restricted Sites"). Disney may identify the Restricted Sites and/or best practices for placing advertisements on websites (eg. utilising ad safety software) (the "Best Practices") to you either directly or through the DCP Website. Disney reserves the right to modify the list of Restricted Sites and/or Best Practices from time to time, and may provide such notice of changes to the list of Restricted Sites and Best Practices to you directly or through the DCP Website.
- Sell, or permit others to sell, non-Disney products or services together with Disney Products under a "Disney" brand heading.
- Use Disney Materials to sell ad space or other advertising.
- Use or register names relating to Disney Materials in Uniform Resource Locators (URLs) or email addresses without prior written approval by Disney. However, you may use a URL containing a

¹ One set of guidelines to be aware of, among others, is the Consolidated ICC Code of Advertising and Marketing communication practice effective August 2011 (the "ICC Code"). The ICC Code requires that statements will be accurate and not misleading. The ICC Code is intended to promote accuracy and help consumers evaluate the credibility of commentary. Further information about the ICC Code can be found on the International Chamber of Commerce's web site at <http://www.iccwbo.org>.

EXHIBIT D

name related to Disney Materials without prior written approval if the name related to the Disney Materials appears following the backslash (eg., www.yourcompanyname.com/disneyprincess) on a site owned and operated by you and provided it otherwise complies with the Protocols (this permission does not extend to social media sites, eg., Twitter, Facebook, Pinterest). Additionally, at the request of Disney, you shall immediately transfer to Disney any URLs or email addresses that contain names relating to the Disney Materials, whether such use or registration was authorised or unauthorised by Disney.

- Permit Disney Materials to appear on New Media Platforms offering or linking to alcohol, tobacco, firearms, pornographic or adult-themed material, gambling or drugs, or that otherwise impugn, detract from or disparage the goodwill of the Disney Materials.
- Use any Disney animation, moving image clip, trailer, video or music (including lyrics and song titles), audio/visual work, or any non-character Disney talent name, voice or likeness.
- Position Disney Products for sale on a "limited availability", "last time available", "two-for-the-price-of-one", "free with purchase" basis, or by similar descriptions that may imply collectability or scarcity (except in cases of Disney-approved limited edition programs).

B. Additional Obligations for New Media Promotions

For purposes of the Protocols, a "New Media Promotion" means any publicising, sponsoring or administering of a sweepstakes, contest, competition, promotion or other similar offering that may or may not involve a winner or a prize and which involves, in whole or in part, a Disney Product or any Disney branding, via any New Media Platform. With respect to New Media Promotions:

- You should obtain Disney's prior consent before conducting New Media Promotions. The consent will be in the form of a written amendment to the Agreement or a separate promotional agreement.
- You should submit a detailed description for any New Media Promotion to Disney for review and written approval at least thirty (30) days prior to the start date of such proposed New Media Promotion. New Media Promotions not approved by Disney in writing are deemed unapproved.
- You should be the sole promoter for the New Media Promotion, fully and solely responsible and liable for all aspects of each promotion, including without limitation, every element of publicising or administrating the promotion on New Media Platforms.
- You should obtain express prior written consent from Disney prior to using any Disney Materials in the official rules or any other materials relating to your promotion. If consent is granted by Disney, such consent is conditioned upon you using the proper Disney copyright and trademark notices (eg. © 2010 Disney, or as designated by Disney) when and where Disney Materials are displayed.
- You should ensure that all promotional materials and any publicity associated with each promotion are true and accurate, and do not mislead, deceive or otherwise misrepresent the prize or any other aspect of the promotion.
- As with all of your promotions, you are responsible for the lawful operation of your New Media Promotions, including the official rules, offer terms and eligibility requirements (eg., age and residency restrictions), and compliance with regulations governing the promotion and all prizes offered in connection with the promotion (eg., registration and obtaining necessary regulatory approvals). Disney's approval of the official rules or promotional materials related to the New Media Promotion does not relieve you of any of the obligations in the Protocols or other requirements under law. You acknowledge that compliance with the Protocols does not constitute the lawfulness of a New Media Promotion. You are responsible for compliance with the foregoing

EXHIBIT D

and obtaining legal counsel in connection therewith. Nothing herein should be construed as legal advice by Disney.

- You agree to comply with applicable terms and conditions of use, guidelines and policies for the New Media Platforms on which you conduct your New Media Promotion (eg. Facebook's Promotions Guidelines) and any review or approval provided by Disney is expressly conditioned upon your compliance.
- If a New Media Promotion contains an element that requires users to submit user generated content via any New Media Platform ("User Generated Content"), you must moderate the User Generated Content according to Disney brand standards and the approval provisions of the applicable Disney license agreement.
- When applicable, you shall draft official rules for each New Media Promotion and submit them to Disney for review and written approval as soon as possible and at least seven (7) days prior to the start date of such New Media Promotion. The official rules must include at least the following provisions: (1) an acknowledgement that the promotion is in no way sponsored, endorsed or administered by Disney, its parents, subsidiaries or affiliated companies or licensors or their respective employees, officers or directors (collectively, the "Disney Releases") ; (2) a complete release for the Disney Releases, from each person who enters or participates in the promotion (each a "Participant"); (3) a statement that any questions, comments or complaints regarding the promotion will be directed to you, not to Disney; (4) if the New Media Promotion involves User Generated Content, a statement that each Participant represents and warrants that Participant has all rights to use and license all aspects of the User Generated Content and agrees to indemnify Disney, and other Disney Releases, for all claims relating to copyright, trademark and right of publicity, (5) a statement that each Participant grants you and Disney an unlimited, worldwide license to use the User Generated Content in perpetuity, in any and all media now known or hereinafter developed throughout the universe, and (6) a statement that each participant has no expectation of receiving compensation above that which may be awarded as a prize if participant is a winner of a New Media Promotion.

Additionally, you shall not publicise, sponsor or administer any New Media Promotion if:

- You do not have Disney's prior written consent to do such promotion; such consent not to be unreasonably withheld.
- You are not able or willing to comply with the Protocols.
- To do so would require you to agree to terms and conditions of use or a similar agreement that would be inconsistent with any applicable Disney license agreement by which you are bound (including the Protocols) or otherwise put you in breach of any Disney license agreement.
- The New Media Promotion is open to individuals who are under the age of thirteen (13), unless: (1) all legal responsibilities of a minor (as defined by state or province of primary residence) will be assumed by a parent or legal guardian, (2) a minor winner's prize is awarded to the parent or legal guardian for the benefit of the minor, (3) the appropriate type of parental consent is obtained (when required) and you otherwise comply with all applicable laws, rules and regulations related to minors, including but not limited to COPPA.
- You create a New Media Promotion targeted primarily to minors, and such Internet Promotion involves a New Media Platform for which the minors do not meet the applicable minimum age required to participate on such New Media Platform.

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- The New Media Promotion is open to individuals who resides in states, countries, territories or elsewhere the nature of the promotional activities to be conducted are prohibited by applicable law, rule or regulation.
- The New Media Promotion, any User Generated Content, or any prize involves any of the following product categories: alcohol, tobacco, firearms, pornographic or adult-themed material, gambling, drugs or any other category Disney deems impugns, detracts from or disparages the goodwill of the Disney Materials.

C. Promotional Materials Produced By You for Use by Disney

If you produce videos and/or other content (eg., photographs), which contain any third-party content (in addition to the Disney Materials) and you furnish such content to Disney for its use on a New Media Platform, you agree that:

- You shall, at your sole expense, obtain all necessary approvals, permissions and/or licenses in connection with all aspects of videos and other content and (excluding Disney Materials approved by Disney), including but not limited to those required for use of: (1) any names, voices or likenesses, (2) any third party material, copyrighted or trademarked work, and (3) any musical compositions and musical recordings (eg., from the appropriate music publisher or collection society, or from the applicable actor). Further, you represent and warrant that (a) the consent of no other person, firm, corporation, or labour organisation is required to grant the license to Disney, (b) that use on the New Media Platform will not violate or infringe upon the trademark, service mark, trade dress, copyright, artistic, and/or other rights of any third parties, and (c) that you have obtained, at your expense, all necessary music permissions and that you are responsible for making any payments required in connection with the use of any music used in the videos.

D. Modifications

Disney may modify the Protocols from time to time. The most current version of the Protocols will be posted on the DCP Website.

EXHIBIT E

WEEE PROVISIONS

- A. Licensee acknowledges and agrees that it shall comply with any and all applicable environmental Laws in connection with its activities under any License Agreement, including, without limitation, any and all Territory's "WEEE" recycling programs (including but not limited to programs set up to ensure compliance with the provisions of Directive [2012/19/EU](#) on waste electrical and electronic equipment) and any similar government-mandated electronic product recycling programs (collectively "**WEEE Programs**"). Licensee shall have primary responsibility for registering as the "producer" (or such other applicable designation) under, and maintaining ongoing compliance with, all applicable WEEE Programs in connection with the Licensed Products (for example, paying any and all fees, costs, expenses, registrations, and liabilities, subscribing to any recycling programs, and engaging any recycling service providers, as required).
- B. Without limiting the generality of the foregoing, where applicable, Licensee shall, at its sole cost and expense, engage a nationally-recognised third-party WEEE Program compliance scheme (the "**WEEE Compliance Scheme**") to manage all WEEE Program compliance for Licensee in connection with the Licensed Products throughout the Territory and during the Term (or such longer period as may be required by any WEEE Programs). As described above, Licensee shall be responsible for any and all fees, costs, expenses, and liabilities of registration and compliance with all WEEE Programs, including, without limitation, in connection with the services to be provided by the WEEE Compliance Scheme.

EXHIBIT F

COMPUTER SYSTEM SECURITY AND REMOTE ACCESS REQUIREMENTS

- A. Licensee, together with, as applicable, Licensee's employees, authorised subcontractors and representatives (all included in the term "Licensee" unless separately referenced) shall:
1. Immediately inform Disney and Disney Worldwide Services, Inc. ("DWS") Enterprise Information Security of any security breach or lapse in security that might adversely affect a Disney Computer System or any Licensee system on which Disney data resides, including any unauthorised access to or compromise of Disney data or resources.
 2. Maintain secure network connections through the utilisation of industry standard and mutually agreed upon encryption technology while transferring Sensitive Data. "Sensitive Data" includes payment card information of Disney or Disney customers or employees, personal information of Disney customers or employees (including Social Security Number, driver's license number, or name associated with data such as job performance or health insurance records), financial data, trade secrets, or any data that, if improperly disclosed, could result in damage or liability to Disney.
 3. Store all Sensitive Data in an encrypted format utilising industry standard encryption technology and provide security key management and other facilities to ensure that encrypted Sensitive Data is not lost or irretrievable should the encryption keys become unavailable.
 4. Ensure that all inbound and outbound remote access to and from Disney Computer Systems and any systems that process, transmit or store Sensitive Data utilise an end-to-end encryption method acceptable to DWS.
 5. Maintain a firewall at all logical demilitarised zones ("DMZ") and Internet connection points, with access control restricted to that required for use of Licensee systems and applications.
 6. Prevent possible bridging of Disney Computer Systems or networks with non-Disney networks. This includes the prevention of logical connectivity from Licensee computer systems to non-Disney networks (eg. the Internet) while simultaneously connected to Disney Computer Systems (eg. "split tunnelling" VPNs).
 7. Allow only authorised individuals to access Disney Computer Systems from authorised locations under the License Agreement. The authorisation of individuals to access Disney Computer Systems shall terminate upon termination of such individual's employment with Licensee.
 8. Provide physical security to prevent unauthorised access to any device used to access Disney Computer Systems or systems that process, store or transmit Disney data.
 9. Ensure that all remote personal computing systems, workstations and laptops that access Disney Computer Systems or process Disney data have functional and current antivirus and firewall software installed and have appropriate security patches applied.

Upon reasonable notice to Licensee and during normal business hours, allow DWS or a DWS-approved auditing entity to periodically verify that Licensee is in compliance with the terms of this exhibit. Depending on the sensitivity and criticality of the services or data provided, DWS shall have the option of commissioning or requesting a review of the Licensee's internal control structure and business continuity plans.

EXHIBIT F

- B. Licensee must further ensure that all of its employees, authorised subcontractors or representatives with any access to any Disney Computer System comply with the following procedures:
1. Sign an appropriate agreement that acknowledges Disney's security requirements contained in this exhibit prior to gaining access to a Disney Computer System.
 2. Not attempt to access any Disney Computer System, device, program or data file without signing a nondisclosure and confidentiality statement provided by or acceptable to DWS.
 3. Not attempt to access any Disney Computer System with anything other than his or her individual User ID provided by DWS; "group IDs" or "generic IDs" are not authorised.
 4. Not attempt unauthorised access to any Disney Computer System, device or asset, including program and data files.
 5. Not attempt to connect any network, computer system, device, site or asset to the Disney Computer System without explicit authorisation from DWS.
 6. Not attempt to access any Disney Computer System, device or site from any unauthorised device, location, or software.
 7. Not attempt to remove, copy, compromise or replace system files or processes on any Disney Computer System unless authorised by the DWS Project Manager.
 8. Not attempt to install software on any Disney Computer System unless authorised by DWS Information Technology.
 9. Any data, software, hardware or other material, equipment or property, including CDs, DVDs, keys, identification badges, cell phones, computers, documentation, computer files or any other such material, owned, leased or operated by DWS that has been provided to Licensee in order to provide services to DWS must be returned to DWS at the termination of the relationship with DWS.

EXHIBIT G

INSURANCE PROVISIONS

- A. Subject to Sections B and C below, the minimum limit of the commercial general liability insurance required under Section 10 of the Standard Terms and Conditions shall be Two Million US Dollars (US\$2,000,000.00).
- B. The minimum limit set forth in Section A above shall be Five Million US Dollars (US\$5,000,000.00) in the case of a License Agreement for food, beverages, beauty products (eg. bath gels, make-up, lotions etc.), Consumer electronics/small appliances, including without limitation, popcorn makers, waffle irons, toasters, coffee makers, and slow cookers, rigid products and inflatables for water (eg., blow-up pools, dinghies, rafts, lilos, rubber rings, water wings/arm bands, etc.) designed for use by one (1) person, and baby/infant/toddler/children's sleepwear.
- C. The minimum limit set forth in Section A above shall be Ten Million US Dollars (US\$10,000,000.00) in the case of a License Agreement for baby and infant items other than clothing, including without limitation cots, cribs and/or car seats, prams/push chairs, strollers, bath seats, bikes, skateboards, sports/cycle helmets, other safety equipment in general irrespective of targeted age, swinging, climbing and/or sliding equipment, and rigid products and inflatables for water (eg., blow-up pools, paddling pools, dinghies, rafts, etc.) designed for use by two (2) or more persons. In the case of a License Agreement which includes the United States of America (USA) and/or its overseas territories or Canada and/or its overseas territories, the minimum limit set forth in Section A above shall be Twenty-Five Million US. Dollars (US\$25,000,000.00).
- D. If Licensee conducts any of the following activities in connection with a License Agreement:
1. the display or distribution of information to the public via the internet or other means of communication (eg. website advertising or advertising on mobile devices);
 2. email blasts/newsletters;
 3. SMS;
 4. exposure on social networking sites; or
 5. the collection of personally identifiable information through sweepstakes entries on Licensee's website(s) or otherwise, then

Licensee shall carry, or cause its third party contractor to carry, **Network and Privacy (Errors & Omissions) Insurance** in an amount of not less than One Million US Dollars (US\$1,000,000.00) per claim and One Million US Dollars (US\$1,000,000.00) in the annual aggregate, protecting Licensee and the Disney Indemnified Entities from the following exposures relating to Licensee's or any of its subcontractors' performance under a License Agreement:

- (a) the introduction of a computer virus into, or otherwise causing damage to, a computer, computer system, network or similar computer-related property and the data, software, and programs used thereon (**Network**); and
- (b) the theft, dissemination and/or unauthorised disclosure or use of confidential information and personally identifiable information (including, but not limited to, bank information, social security numbers, health information, credit card account information, and confidential corporate information). Such insurance must also include coverage for credit monitoring, notification expenses and other related costs associated with mitigating a data security or privacy breach (**Privacy**).

If such insurance is maintained on an occurrence basis, Licensee or its third party contractor must maintain such insurance for an additional period of one (1) year following the end of the Term of the License Agreement. If such insurance is maintained on a claims-made basis, Licensee or its third party contractor must maintain such insurance for an additional period of three (3) years following the end of the applicable License Agreement.

EXHIBIT G

EXHIBIT H**LIST OF AUTHORISED HOLOGRAM MANUFACTURERS**

<p>Avery Dennison UK Limited</p> <p><u>European Sales Office:</u> Unit 1, Thomas Road Woodburn Green Bucks HP10 0PE United Kingdom</p> <p><u>Contact details for orders in Asia:</u></p> <p>Avery Dennison 9/F, Sun Ping Ind. Building, 916 - 922 Cheung Sha Wan Road, Kowloon, Hong Kong</p> <p>Tel: +852-2400 4127 Fax: +852-2307 4522/2785 1255</p> <p>Tel: +852 2400 4131 Fax: +852 2785 1255/2307 4522</p>	<p>Tel: +44 1628 859500 Fax: +44 1628 859599 Email: ris.sales@eu.averydennison.com</p> <p><u>Contact details for orders in Europe:</u></p> <p>Avery Dennison Etiket Ticaret Ltd Sti Baglar Mah. Yalcin Kores Cad No. 22 A Blok 34540 Gunesli, Bagcilar Istanbul Turkey</p> <p>Tel: +90 212 489 3120 x128 Fax: +90 212 489 3144</p>
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LIST OF AUTHORISED LABEL MANUFACTURERS

<p>Avery Dennison UK Limited</p> <p><u>European Sales Office:</u> Unit 1, Thomas Road Woodburn Green Bucks HP10 0PE United Kingdom</p> <p><u>Contact details for orders in Asia:</u></p> <p>Avery Dennison 9/F, Sun Ping Ind. Building, 916 - 922 Cheung Sha Wan Road, Kowloon, Hong Kong</p> <p>Tel: +852-2400 4127 Fax: +852-2307 4522/2785 1255</p> <p>Tel: +852 2400 4131 Fax: +852 2785 1255/2307 4522</p>	<p>Tel: +44 (0) 1628 859500 Fax: +44 (0) 1628 859599 Email: ris.sales@eu.averydennison.com</p> <p><u>Contact details for orders in Europe:</u></p> <p>Avery Dennison Etiket Ticaret Ltd Sti Baglar Mah. Yalcin Kores Cad No. 22 A Blok 34540 Gunesli, Bagcilar Istanbul Turkey</p> <p>Tel: +90 212 489 3120 x128 Fax: +90 212 489 3144</p>
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Licensee may also use any other label or hangtag manufacturer who is able to manufacture labels and hangtags of equivalent quality and can meet Disney's quality brand standards for labels and hangtags and has been confirmed in writing by Disney to be authorised.