

## MERCHANDISING LICENSE AGREEMENT

**AGREEMENT NO.** MLA202002570

**DATE:** July 17, 2020

**LICENSOR:** MGA ENTERTAINMENT, INC. ("Licensor")  
9220 Winnetka Avenue  
Chatsworth, CA 91311-81ND

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

**LICENSEE:** LIMITED LIABILITY COMPANY ("Licensee")  
"SVEZHIY VETER" (FRESH WIND)  
a/k/a LIMITED LIABILITY COMPANY  
"FRESH WIND"  
Polkovaya Str., Bldg. 3, Floor 4, Room I  
Part of the office 25  
Moscow / 127018  
Russia

Telephone: +74957856514  
Fax: None  
Contact: Maria Borodacheva  
Email: [mb@nd.ru](mailto:mb@nd.ru)

### SCHEDULE

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

<b>Licensed Articles: L.O.L. SURPRISE!</b> <b>All Articles must be targeted 6 years and older.</b> <b>No 3D allowed</b>	Minimum number of designs
Glass dish set (glasses, mug, salad bowl, plate)	1
Porcelain-ceramic dish set (mug, salad bowl, plate)	1

Textile tote bag	1
Pillows	1
Cushions	1
Paper and plastic tableware (consisting of plates, knives, forks, cups, placemats, spoons, bowls) may be sold individually or in sets	1
Paper napkins	1
Party hats	1
Party garlands	1
Wall decorations (may be sold individually or in sets)	1
Balloons (sets) latex and helium	1
Rubber balls	1
Gift bags / boxes	1
Wrapping paper	1
Candles	1
Posters	1
Keyrings (no 3D)	1
Magnets (may be sold individually or in sets)	1
Invitation cards (may be sold individually or in sets)	1
Cake toppers set (no 3D)	1
Tablecloth (paper, PVC)	1
Sticker sheets	1
Party centerpiece sticks	1
Party flat paper face masks	1
Party blowouts	1
Make-up (face and body paint)	1
Cupcake holder stand	1

3. **“LICENSED TERRITORY”**: Armenia, Azerbaijan, Belarus, Kazakhstan, Kyrgyzstan, Moldova, Russia, Tajikistan, Turkmenistan, Uzbekistan (“Licensed Territory”). If Licensee markets, promotes, sells or offers for sale, directly or indirectly, any of the Licensed Articles outside of the Licensed Territory and if such activities are non-permitted activities outside of the Licensed Territory, Licensor may, in its sole and absolute discretion, immediately terminate this Agreement. In the event the Licensed Territory in this Agreement consists of a country or countries which are members of the European Union, pursuant to any European laws and regulations, nothing in this Agreement shall prevent Licensee from supplying unsolicited orders from customers having their registered offices and/or place of business outside the Licensed Territory but within the European Union, provided that Licensee shall not pursue any active sales of Products outside the Licensed Territory.
4. **“DISTRIBUTION CHANNELS”**: Licensee is authorized to sell the Licensed Articles to retailers in the Licensed Territory for resale to the public in the Licensed Territory (“Distribution Channels”). Licensee is prohibited from selling the Licensed Articles to unauthorized retailers, wholesalers or distributors. The Distribution Channels in which Licensee is authorized to sell the Licensed Articles are as follows: eCommerce (e.g. OZON), Licensee’s websites (ndplay.ru, [www.kupirebenku.ru](http://www.kupirebenku.ru)), mass market (e.g. OKEY, Magnit, Europa and ect.), mail order and/or catalogs (e.g. Mir Detstva), \*wholesalers (e.g. Mirs) and \*distributors (e.g. Kardos) in the Distribution Channels only, specialty stores (book retailers [e.g. Respublika], gift stores [e.g. Red Cube], toy stores [e.g. Detskiy Mir]). Passive sales

via Internet websites that are a derivative of a “brick and mortar” retail store are permitted. Licensee shall not register any domain name incorporating in whole or in part the name of the Property, the names of any characters or phrases associated with the Property.

5. **“TERM” AND “SELL-OFF PERIOD”**: The Term begins Date September 1, 2020 and ends August 31, 2022 (“Term”), unless sooner terminated as provided in the Standard Terms and Conditions attached hereto. Following the expiration of the Term, Licensee shall have a period of ninety (90) days to sell-off any unsold inventory of Licensed Articles.

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

ACCEPTED AND AGREED TO:

LIMITED LIABILITY COMPANY  
"SVEZHIY VETER" (FRESH WIND)  
a/k/a LIMITED LIABILITY COMPANY  
"FRESH WIND"  
("Licensee")

MGA ENTERTAINMENT, INC.  
("Licensor")

By: *Zyf*  
Print Name: *Olga Zueva*  
Title: *General director*  
Date: *14.07. 2020*

By: *Elizabeth Risha*  
Print Name: Elizabeth Risha  
Title: General Counsel  
Date: September 16, 2020

