

CONSUMER PRODUCTS LICENSE AGREEMENT

This Consumer Products License Agreement (this "**Agreement**") is made this 1 day of July, 2021 (the "**Effective Date**") between:

- A. Viacom International Inc., a Delaware corporation with offices at 1515 Broadway, New York, New York 10036 ("**Licensor**"); and,
- B. GRABO S.R.L, a company organized under the laws of Italy, with offices at Via Oscar Romero 11, Coriano, Rimini 47853, Italy and with registered tax number IT 014 197 404 00 ("**Licensee**"),

each a "**Party**" and together, the "**Parties**".

PRINCIPAL TERMS

Licensor hereby grants to Licensee a limited, non-transferable, non-exclusive license (without the right to sub-license, delegate or otherwise transfer) to use the Licensed Property solely for the purpose of the manufacture, distribution, sale and advertisement of the Licensed Products in the Licensed Language through the Licensed Channels in the Licensed Territory during the License Term, subject to the terms set forth in this Agreement (the "**License**").

Defined terms used but not defined in these **Principal Terms** will have the meanings set forth in the **Standard Conditions**:

A. "LICENSED PROPERTY":

- 1. PAW PATROL;
- 2. PAW PATROL: THE MOVIE;

As used in this Agreement, the term "**Licensed Property**" means the intellectual property used in connection with the motion picture(s), programming series or other material (collectively, "**Content**") specified above, and the names and/or likenesses (in character) of certain characters and/or talent (only if and to the extent such rights have been granted to Licensor and at all times subject to Licensor's express written approval in its sole discretion) and other elements contained therein and created especially therefor, but excluding any footage (film,

tape, disc or other medium), outtakes, music, effects track, voice track, sound track or other audible elements of any such Content. This Agreement applies to the specified Content only and not to any sequels, prequels, remakes, or any other production, motion picture, comic book series (unless otherwise expressly stated above) or other works based on, derived from, inspired by or otherwise featuring any such Content.

In addition, the following name(s), trademark(s) and logo(s) as a strictly subordinate and secondary feature of the relevant Licensed Products and any corresponding materials only.

In all cases, elements of the Licensed Property (including any titles, names, trademarks and logos, artwork, designs, likenesses of characters and/or talent, phrases, graphics and/or text elements) are included solely to the extent they are furnished to Licensee and expressly approved by Licensor on the terms set forth in this Agreement.

B. "LICENSED PRODUCTS":

- 1. Balloon and pump sets;
- 2. Balloon weights/accessories;
- 3. Balloons;
- 4. Banners;
- 5. Invitations/Thank Yous;
- 6. LED balloons;
- 7. Party favors;
- 8. Piñatas; and,
- 9. Water balloons; only.

C. "LICENSED TERRITORY":

- 1. Italy;
- 2. San Marino;
- 3. Russia; and,
- 4. Vatican City; only.

D. "LICENSED LANGUAGE":

Italian, and the Licensed Property, logos, title and any text elements as placed on the Licensed Products and any Additional Materials (or any other materials connected thereto) must be localized accordingly as represented in the localized style-guide, artwork and/or materials relevant to each jurisdiction comprising the Licensed Territory.

E. “LICENSED CHANNELS”:

The following channels of distribution located in the Licensed Territory only:

1. Arts and crafts stores;
2. Authorized wholesalers;
3. Book clubs and book fairs;
4. Card and gift stores;
5. Department stores;
6. Drug stores;
7. Hobby stores;
8. Hypermarkets;
9. Mass market stores;
10. Newsstands and kiosks;
11. Specialty stores; only.

Licensee has limited rights to sublicense its distribution rights under this Agreement to its appointed distributors in the Licensed Territory with whom Licensee has an agreement in place (collectively, “**Distributors**”) subject to **Clause 1.5** of the **Standard Conditions**.

F. “LICENSE TERM”:

From the Effective Date until June 30, 2023 inclusive, unless sooner terminated in accordance with this Agreement.

G. “KEY DATES”:

In-Store Date: A date to be agreed by the Parties, subject to Licensor’s express prior written approval.

H. “ROYALTY RATE”:

- Thirteen percent (13%) of Net Invoiced Billings
- Unless otherwise stated, FOB sales are specifically excluded.

as such term(s) are defined in **Clause 3.1 of the Standard Conditions** (each, a “**Royalty**” and collectively the “**Royalties**”).

I. “GUARANTEED MINIMUM ROYALTY”:

In respect of all Licensed Territories, excluding the Licensed Territory of Russia, only:

J. “ADVERTISING AND MARKETING FUND” or “AMF”:

Not applicable.

K. MINIMUM MARKETING SPEND:

Not applicable.

L. MARKETING PLAN:

Not applicable.

M. LICENSOR’S AGENT:

Not applicable.

N. PAYMENTS/STATEMENTS/ INFORMATION:

Any monies due to Licensor are payable by wire transfer to Licensor’s bank account detailed on Licensor’s invoice, or as otherwise specified by Licensor.

O. CURRENCY:

All payments shall be payable in **Euros (€)**.

P. NUMBER OF SAMPLES:

Three (3) samples of each Licensed Product upon completion of first production, prior to sale or publication; and

Three (3) samples of each finished Licensed Product annually thereafter, in accordance with the **Product Development Process**.

Q. “COPYRIGHT NOTICE”:

As instructed by Licensor pursuant to the **Product Development Process**.

R. “TRADEMARK NOTICE”:

As instructed by Licensor pursuant to the **Product Development Process**.

S. ADDRESS FOR NOTICES:

Licensor:

ViacomCBS Consumer Products:

17-29 Hawley Crescent,

London, NW1 8TT, UK

Attention: Vice President, Business & Legal Affairs,
International Consumer Products

Also by email to: amadu.sowe@vimn.com and
legalnotices@viacomcbs.com

ViacomCBS Consumer Products:

1515 Broadway, New York, New York

10036, United States

Attention: Senior Director, Operations & Planning,
Contract Administration

Also by email to: hilary.bell@vimn.com

With a copy to:

ViacomCBS International Media Networks

Corso Europa 5,

20122 Milan, Italy

Attention: Mattia Vandelli

Also by email to: mattia.vandelli@vimn.com

Licensee:

GRABO S.R.L,

Via Oscar Romero 11, Coriano, Rimini 47853, Italy

Attention: Ivan Colombari

Also by email to: ivan@grabo-balloons.com

T. INSURANCE COVERAGE:

Commercial General Liability Insurance (including Product Liability coverage) with a minimum coverage of at least **Five Million United States Dollars (US\$5,000,000)** per occurrence, and in accordance with **Clause 11 of the Standard Conditions**.

U. CREDIT/CONSULTATION:

Licensee shall comply with any requirements for the development of the Licensed Products and/or use of each Licensed Property that result from Licensor’s consultation with any third party creators of the Licensed Property or any third party with talent (i.e., name, voice or likeness) rights therein (a “**Creative Consultation**”). Licensee shall support any such Creative Consultation and acknowledges that it may, in certain instances, require changes to the Licensed Products. If Licensor so directs, Licensee shall provide a credit on packaging and collateral materials and/or Licensed Products to any third party creators of such Licensed Property.

V. SPECIAL CONDITIONS:

1. Distributor Clause:

Any distribution rights granted to Licensee pursuant to the **Principal Terms** are subject to the following requirements:

- a) Distributors may distribute the Licensed Products in the Licensed Territory provided Licensee will remain primarily liable for the performance of this Agreement. Licensee shall contract directly with each Distributor and procure that each Distributor complies with Licensee’s obligations under this Agreement as if each such Distributor were Licensee and any act or omission of each such Distributor which would, if it were an act or omission of Licensee, constitute a breach of this Agreement by Licensee, will constitute a breach of this Agreement by Licensee; and
- b) If the contractual relationship between Licensee and a Distributor ceases then such Distributor will automatically cease to be authorized under this Agreement, and Licensee must cease distributing to that Distributor in respect of all operations relating to the Licensed Property immediately. Licensor may revoke the limited distribution rights granted under this Agreement if

Licensee or any Distributor commits any act which is contrary to this Agreement, harms Licensor or Licensor's brands or reputation through any act or omission, or commits any act or omission likely to result in harm to Licensor or Licensor's brands or reputation, in each case as determined by Licensor in its sole discretion.

- c) With respect to EEA Customers and EEA Licensed Products, the provisions of this **Distributor Clause** are without prejudice to **Clause 1.5.3**.

This Agreement includes and incorporates by reference as though set forth in full the provisions of the **Standard Conditions**, the **Payment and Reporting Process**, the **Product Development Process** and the documents, annexes, exhibits and policies referred to in the Standard Conditions (collectively, the "**Ancillary Terms**") and made a part hereof. All capitalized terms in the Standard Conditions will have the same meaning as set forth in these **Principal Terms**. Each of the Ancillary Terms are available at <https://opentext-teamsite.viacomcbs.com/SupportCenter/AncillaryPages/international-partner-welcome/agent-ancillary-terms.page> as updated by Licensor from time to time in Licensor's sole discretion.

In the event of a conflict between any of the **Principal Terms** and any of the **Ancillary Terms**, the **Principal Terms** shall prevail.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

GRABO S.R.L
("Licensee")

By: Giorgio Grassi
Giorgio Grassi (Oct 29, 2021 09:28 GMT+2)

Name: Giorgio Grassi

Title: C.E.O.

Date: Oct 29, 2021

VIACOM INTERNATIONAL INC.
("Licensor")

By: Hilary Bell
Hilary Bell (Oct 29, 2021 10:22 EDT)

Name: Hilary Bell

Title: Sr. Director, Strategy

Date: Oct 29, 2021