



Contract No.: PRO.MIR.052918

Merchandising Licensing Agreement

**ZAG AMERICA, LLC MERCHANDISE LICENSE AGREEMENT
& SCHEDULES**

The following are the Merchandise License Agreement Schedules ("**Schedules**") dated May 29, 2018 ("**Effective Date**") between **Zag America, LLC** located at 3002 Main Street, Santa Monica, California 90405, USA ("**Licensor**") and **Procos S.A.**, located at 56th Klm Paleas Ethnikis Odou Athinon-Halkidas, 32011, Inofita, Viotia, Greece ("**Licensee**") as further identified on Schedule A hereto. Capitalized terms used in these Schedules shall have the same meaning as defined within these Schedules or the Agreement, as applicable.

SCHEDULE A – LICENSEE INFORMATION

<u>Licensee Legal Name:</u>	PROCOS S.A.
<u>Attention:</u>	Mr. Costas Procos
<u>Licensee Address:</u>	56th Klm Paleas Ethnikis Odou Athinon-Halkidas, 32011, Inofita, Viotia
<u>Licensee Facsimile:</u>	+30 22620 30869
<u>Licensee Telephone Number:</u>	+30 22620 31434
<u>State/Country Licensee Organized:</u>	GREECE
<u>VAT#:</u>	EL094414036

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SCHEDULE C-PROPERTY

Property: Miraculous® (Animated TV Series Title and Trademark) -- Tales of Ladybug & Cat Noir

Copyright and Trademark Notice: © 2015 - 2016 ZAGTOON™ – METHOD™ – ALL RIGHTS RESERVED.

Signature

Signature

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SCHEDULE D – LICENSED PRODUCTS

<u>Main Category</u>	<u>Licensed Product</u>	<u>Description/or Restriction</u>
<u>PARTY GOODS</u>	<u>Sub Category</u> Plates (plastic and/or paper) Cups (plastic and/or paper) Paper napkins Table covers (plastic and/or paper) Party bags Party Invitations Medallion flexi drinking straws Latex balloons Banners (flag, Happy Birthday, Door) Party hats Paper Masks Streamers Confetti Piñatas Birthday candles Tiaras	

SCHEDULE E - TERRITORY

Territory:

Greece, Cyprus, Malta, Nordics, Baltics, CEE*, MENA**, North Africa, Turkey, South Africa

ZAG-MIR-2018- revised 051818

Licensee Initials PRO

Licensor Initials ZAG

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- * Poland, Albania, Bosnia and Herzegovina, Croatia, Macedonia, Montenegro, Serbia, Slovenia, Czech Republic, Slovakia, Moldova, Bulgaria, Romania, Hungary
- ** Bahrain, Egypt, Jordan, Kuwait, Lebanon, Oman, Qatar, Saudi Arabia, United Arab Emirates, Yemen, Algeria, Benin, Burkina Faso, Burundi, Cameroon, Central African Republic, Chad, 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

SCHEDULE F – TERM OF AGREEMENT

Commencement Date: June 1, 2018 (Ref. – Section 7)

Expiration Date: May 31, 2020 (Ref. – Section 7)

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(q) **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the parties and their permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under this Agreement.

(r) **Licensee Acknowledgment.** The Licensee by executing this Agreement acknowledges that it has reviewed and understands all provisions of this Agreement and is bound thereby.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

LICENSOR
Zag America, LLC

By: _____

Name: Jeremy Zag

Title: CEO

Date: 4/4/19

LICENSEE
Procos S.A.

By: _____

Name: COSTAS PROCOS

Title: Delegated Director

Date: March 25, 2019

AMENDMENT TO MERCHANDISE LICENSE AGREEMENT

This AMENDMENT TO MERCHANDISE LICENSE AGREEMENT (this "Amendment") is effective as of, June 1, 2019 and is entered by and between Zag America, LLC ("Licensor") and Procos S.A. ("Licensee") with respect to the property **MIRACULOUS™**, as defined in the Agreement.

RECITALS

- A. WHEREAS, Licensor and Licensee have entered into that certain License Agreement ("Agreement") as of May 29, 2018, regarding Licensor's granting of licensing rights to the certain Licensed Properties;
- B. WHEREAS, Licensor and Licensee hereto desire to amend the Agreement, subject to the terms and conditions set forth below.

AMENDMENT

NOW, THEREFORE, IN CONSIDERATION OF the promises and the mutual covenants and agreements contained herein, the parties hereto agree to the following:

Defined Terms. Capitalized terms used in this Amendment without definition have the meanings ascribed to them in the Agreement, unless the context indicates otherwise.

- 1. Amendment to Schedule D (Licensed Products). The Products are hereby amended with the addition of : Foil balloons (only for the Territory in this amendment)
- 2. Amendment to Schedule E (Territory). The Territories are hereby amended with the addition of : Russia & CIS
- 4. Agreement in Full Force and Effect. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

Zag America, LLC
("Licensor")

PROCOS S.A.
("Licensee")

By: _____
 Name: Jeremy Zag
 CEO
 Title: _____
 Date: 8/23/19

By: _____
 Name: COSTAS PROCOJ
 Title: Delegated Director
 Date: August 2, 2019