

SECOND AMENDMENT TO MERCHANDISE LICENSE AGREEMENT
(Contract No. 131772)

This SECOND AMENDMENT TO MERCHANDISE LICENSE AGREEMENT (“Amendment”) is entered into as of 01 July 2021 (“Amendment Effective Date”), by and between, on one part, HASBRO CONSUMER PRODUCTS LICENSING LIMITED (“Licensor”) and, on the other part, GRABO SRL (“Licensee”).

Reference is made to a certain MERCHANDISE License Agreement, dated as of 01 July 2020 by and between Licensor and Licensee (the “Agreement”). Capitalized terms not otherwise defined herein shall have the same meaning as in the Agreement.

WHEREAS, the parties desire to amend the definition of the terms as more specifically provided herein;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and for other good and valuable consideration, the parties hereby amend the Agreement, effective as of the Amendment Effective Date, unless expressly provided otherwise below, as follows:

1. **Licensed Property:** the definition of Licensed Property shall be amended to include the following:

| Licensed Property | Definition of such Licensed Property | Definition of “Required Notice” for such Licensed Property |
|-------------------|--|---|
| PJ MASKS TV | the PJ MASKS trademarks, and the associated logos, copyrights and fictitious characters and their likenesses, as first depicted in the “PJ MASK” animated television series originally broadcast on network television in 2015 and in the “PJ MASKS TV” style guides provided by Licensor. Notwithstanding the foregoing, in no event shall Licensee have the right to utilize any third-party intellectual property, including but not limited to the likenesses or voices of any actors or actresses portraying the characters or audio elements of the television series, without Licensor’s express prior written approval, which may be granted or withheld at the Licensor’s sole and absolute discretion. | PJ MASKS and all related trademarks and characters TM & ©2016 Frog Box & Entertainment One UK Limited. HASBRO and all related logos and trademarks TM & © [YEAR] Hasbro. Les Pyjamasques by Romuald © (2007) Gallimard Jeunesse. All Rights Reserved. Used with Permission. |

2. **Territory:** the definition of Territory shall be deleted in its entirety and replaced with the following:

- a. **Contract Number:** 131772-0 and 131772-3:
 EEA and Switzerland (including United Kingdom)

- b. **Contract Numbers: 131772-2 and 131772-4:**
Russia, Armenia, Azerbaijan, Belarus, Georgia, Kazakhstan, Kyrgyzstan, Moldova, Tajikistan, Turkmenistan, Ukraine and Uzbekistan.
3. **Term:** the definition of Term shall be deleted in its entirety and replaced with the following.
- a. **Contract Numbers: 131772-0 and 131772-2:**
01 July 2020 to 30 July 2022
- b. **Contract Numbers: 131772-3 and 131772-4:**
01 July 2021 through to 30 June 2023
4. **Payment Terms:** the definition of Minimum Guaranteed Royalty shall be deleted in its entirety and replaced with the following:

“Minimum Guaranteed Royalty” [REDACTED] Euros ([REDACTED]) divided into separate, non-cross collateralized and non-refundable “Minimum Guarantees” amounts defined and recoupable in accordance with the table below. For the avoidance of doubt, each Minimum Guarantee is only recoupable against Royalties earned for the applicable Territory and cannot be cross-collateralized across Territory.

| Definition of such “Year” | Definition of “Minimum Guarantee” | Payable by Licensee to Licensor as follows: | Recoupable against Royalties earned in such Year for the following Territory |
|------------------------------|-----------------------------------|---|---|
| 01 July 2020 to 30 July 2022 | [REDACTED] | [REDACTED] Received 29 September 2020; [REDACTED] Received 29 April 2021; and [REDACTED] due on or before 01 July 2021. | <u>Contract No: 131772-0:</u> <u>(EMEA):</u> For all Licensed Properties (excluding PJ MASKS TV): |
| 01 July 2021 to 30 June 2023 | [REDACTED] | [REDACTED] due on Signature; [REDACTED] due on or before 01 January 2022; and [REDACTED] due on or before 01 July 2022. | <u>Contract No: 131772-3</u> <u>(EMEA)</u> <u>For Licensed Property: PJ MASKS TV</u> |
| 01 July 2020 to 30 July 2022 | [REDACTED] | [REDACTED] Received 05 May 2021. | <u>Contract No: 131772-2:</u> <u>(Russia & CIS):</u> For all Licensed Properties (excluding PJ MASKS TV): |
| 01 July 2021 to 30 June 2023 | [REDACTED] | [REDACTED] due on or before 01 October 2021 | <u>Contract No: 131772-4</u> <u>(Russia & CIS):</u> <u>For Licensed Property: PJ MASKS TV</u> |

The paragraph and other headings contained in this Amendment are for reference purposes only and should not be deemed to affect the meaning or interpretation of this Amendment or the Agreement. This Amendment may be executed in one or more counterparts, each copy of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument. The parties intend to allow for the electronic execution, imaging and storage of this Amendment and the admissibility into evidence of such an image in lieu of the original paper version of this Amendment. The parties stipulate

that any computer printout of any such image of this Amendment shall be considered to be an "original" under the applicable court or arbitral rules of evidence when maintained in the normal course of business and shall be admissible as between the parties to the same extent and under the same conditions as other business records maintained in paper or hard copy form. The parties agree not to contest, in any proceeding involving the parties in any judicial or other forum, the admissibility, validity, or enforceability of any image of this Amendment because of the fact that such image was stored or handled in electronic form.

Except as specifically modified or amended by this Amendment, all terms and conditions of the Agreement are unmodified and remain in full force and effect.

This document shall not be deemed an offer and shall not be binding unless signed by all named parties.

AGREED TO AND ACCEPTED BY:

GRABO SRL

HASBRO CONSUMER PRODUCTS
LICENSING LIMITED

DocuSigned by:
Giorgio Grassi
EEF3A3200D114C9...

DocuSigned by:
Chaitanya Kulkarni
8C34749AE11E4F9...

By: Giorgio Grassi

By: Chaitanya Kulkarni

Date: 29-giu-21

Date: 30-Jun-21