

THIS IS NOT AN OFFER CAPABLE OF ACCEPTANCE NOR IS IT AN INTENTION TO ENTER INTO AN AGREEMENT, AND HAS NO OPERATIVE EFFECT UNTIL SIGNED BY BOTH PARTIES. NO PARTY SHOULD ACT IN RELIANCE ON THIS AGREEMENT ANY VERBAL REPRESENTATIONS OF LICENSOR, OR ANY PAYMENT OF CONSIDERATION, TO DEVELOP, SHIP, OR SELL PRODUCTS, UNTIL THIS AGREEMENT IS FULLY EXECUTED.



TRADEMARK LICENSE AGREEMENT
COVER SHEET

<p>Licensee Information</p> <p>Name: Doubleeagle Industry (China) Limited</p> <p>Address: Xingda Industrial Park, Chenghai District</p> <p>City/State or Province: Shantou City, Guangdong</p> <p>Country: China</p> <p>Where Incorporated: China</p>	<p>Licensee Contact Information</p> <p>Contact Person: Michelle Lin</p> <p>Title: Export Manager</p> <p>Address: Same</p> <p>Phone: + 86 (754) 8809 1194</p> <p>Fax: +86 (754) 8571 1920</p> <p>e-mail: export@doubleeagle.cn</p>
<p>Licensed Properties (e.g., Trademarks):</p> <p>Ford Ford Script Ford Script in Oval Logo Ford Official Licensed Product Logo</p> <p>All trademarks and trade dress of Licensor associated with the following vehicles:</p> <p>2017 F-150 Raptor</p> <p>*This license does not grant use of any third-party marks, which may be used only with the consent of their respective owners.</p>	<p>Licensed Products:</p> <p><u>Radio control vehicle replicas in 1:8, 1:14, 1:18 scales:</u></p> <p>2017 F-150 Raptor 2017 F-150 Raptor (Monster Truck)</p>
<p>Territory: Andorra, Argentina, Australia, Bahamas, Belgium, Belize, Bolivia, Brazil, Bulgaria, Central African Republic, Chile, China, Colombia, Costa Rica, Croatia, Czech Republic, Denmark, Egypt, Fiji, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, India, Indonesia, Italy, Japan, Kuwait, Macau, Malaysia, Morocco, the Netherlands, New Zealand, Norway, Panama, Paraguay, Philippines, Poland, Portugal, Qatar, Romania, Russia, Saudi Arabia, Singapore, Slovakia, South Africa, South Korea, Spain, Sweden, Switzerland, Taiwan, Thailand, Tunisia, Turkey, United Kingdom, Ukraine, United Arab Emirates, Venezuela,</p>	<p>Initial Term: February 1, 2019- March 31, 2022 as follows:</p> <p>Contract Year 1: 2/1/19-03/31/2020 Contract Year 2: 04/01/20-03/31/2021 Contract Year 3: 04/01/21-03/31/2022</p> <p>Renewal Term(s): N/A</p>

Vietnam, Mexico, Canada, United States, Ireland, Monaco, Sri Lanka.

***Licensee agrees to comply with all applicable export and re-export control laws and regulations, including the Export Administration Regulations maintained by the U.S. Department of Commerce, trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control, and the International Traffic in Arms Regulations maintained by the Department of State. Specifically, Licensee covenants that it shall not -- directly or indirectly -- sell, export, re-export, transfer, divert, or otherwise dispose of any licensed properties, products or technology received from Licensor under this Agreement to any destination, entity, or person prohibited by the laws or regulations of the United States, without obtaining prior authorization from Licensor and the competent government authorities as required by those laws and regulations. At the time this agreement is written, current prohibited destinations include Iran, Syria, North Korea, Cuba, and Crimea. Future restrictions apply as they come into effect. Licensee agrees to indemnify Licensor, to the fullest extent permitted by law from and against any fines or penalties that may arise as a result of Licensee's breach of this provision. This export control clause shall survive termination or expiration of this Agreement.**

****For the avoidance of doubt, Licensed Products may only be manufactured, sourced, and produced within a territory that is not on Licensor's list of excluded territories. Licensed Products may only be distributed, shipped and sold into the Territory.**

Guaranteed Minimum Royalties: US\$43,000.00

<u>Amount Due</u>	<u>Due Date</u>	<u>Description</u>
Contract Year 1: \$15,000	Upon Licensee's Signature	Advance
Contract Year 1 Total: \$15,000		
Contract Year 2: \$14,000	April 1, 2020	Installment
Contract Year 2 Total: \$14,000		
Contract Year 3: \$14,000	April 1, 2021	Installment
Contract Year 3 Total: \$14,000		

Royalty Rate:

8% of Net Sales as defined in § 1.6 of the License Agreement for Licensed Products carrying Licensor's license

5% of Net Sales as defined in § 1.6 of the License Agreement for Licensed Products carrying a license in addition to Licensor's license

Cross-Collateralization is not permitted across Contract Years.	
Channels of Trade: Catalog/Direct Mail, Department Stores, Discount Stores, Distributors, Exporters, Hobby, Hypermarkets, Importers, Internet Sales, Mass, Specialty, Toy Stores, Wholesale and Retail Distributor Network	
*For the avoidance of doubt, Licensed Products may only be distributed, shipped and sold into the Territory. Business plan (in a form provided by Licensor) required upon Licensor's or its agent's request.	

CORRESPONDENCE ADDRESSES

FOR ALL REPORTS AND WRITTEN CONFIRMATIONS OF ANY PAYMENTS*:

Earthbound LLC
156 Fifth Avenue, 10th Floor
New York, New York USA 10010
Attn: Chet Ramnarain, CFO
Fax: (646) 873-3792
Office telephone: (646) 873-3806
Email: chet@earthboundllc.com

*Licensee shall email a copy of all forecasts and Royalty Reports to fordroyalty@earthboundllc.com

FOR PAYMENTS:

IF PAYMENT BY CHECK:

Payable To: Earthbound Ford Concentration 156 Fifth Avenue,
10th Floor
New York, New York USA 10010

IF PAYMENT BY WIRE TRANSFER:

Payable to Earthbound Ford Concentration
Bank of America
845 Alexander Road, Princeton, New Jersey 08540, USA
ABA: 026-009-593 (Wires Only) ABA: 021-200-339 (ACH Only)
Acct. # 3810-5426-2924
Swift BIC Code: BOAUS3N
Description: Ford Royalty

Addresses for Legal Notices Under the Agreement:

Ford Global Technologies, LLC
Suite 800 South
330 Town Center Drive
Dearborn, Michigan, USA 48126
Attn: Secretary

ALL PRODUCT SAMPLES:

Ford Global Brand Licensing
DSCII
1800 Fairlane Drive, #601
Allen Park, MI 48101
Attn: Product Approvals

Doubleeagle Industry (China) Limited
Xingda Industrial Park
Chenghai District, Shantou City
Guangdong, China
Attn: Michelle Lin

With a courtesy copy to:
Earthbound LLC
156 Fifth Avenue, 10th Floor
New York, New York USA 10010
Attn: Emily Rokeach, Esq., Corporate Counsel

**FORD MOTOR COMPANY
NON-EXCLUSIVE TRADEMARK LICENSE AGREEMENT**

This License Agreement ("Agreement") is made and entered into as of February 1, 2019, (the "Effective Date"), by and between Ford Motor Company, a Delaware corporation, whose address is One American Road, Dearborn, Michigan 48126, USA ("Licensor"), and Doubleeagle Industry (China) Limited, a corporation, whose address is Xingda Industrial Park, Chenghai District, Shantou City, Guangdong, China ("Licensee"). This Agreement includes the Trademark License Cover Sheet (the "Cover Sheet") attached hereto, these License Agreement Terms and Conditions, and any Schedules attached hereto.

RECITALS

Licensor has certain rights to certain "Licensed Properties" associated with the "Licensed Products" as listed on the Cover Sheet. The Licensed Properties have, through extensive use and advertising, achieved widespread fame, celebrity, and goodwill among the trade and among the general public, are associated exclusively with Licensor and Licensor's products, and are valuable assets of Licensor. Licensee desires to use the Licensed Properties in association with the manufacture, sourcing, distribution, marketing, advertising, promotion and sale of Licensed Products

ACCORDINGLY, in consideration of the mutual promises and covenants set forth in this Agreement, the parties agree as follows:

1. DEFINITIONS

- 1.1 "Authorized Manufacturer" means a third party that, under contract with Licensor and Licensee pursuant to Schedule B, manufactures Licensed Products for sale and distribution by Licensee.
- 1.2 "Collateral Materials" means packaging, wrapping, labels, catalogs, brochures, advertising, promotional materials, and the like for the Licensed Products.
- 1.3 "Distributor" means an entity that is authorized under Section 10 to purchase Licensed Products from Licensee for resale to an entity other than the end user, and which is authorized to advertise, market, and/or promote the Licensed Products.
- 1.4 "Licensed Products" means the products listed on the Cover Sheet to this Agreement and which bear one or more Licensed Properties.
- 1.5 "Licensed Properties" means the trademarks, trademark registrations, trademark applications, service marks, service mark registrations, service mark applications, trade dress, domain names, domain name registrations, and other intellectual properties, whether or not registered, listed on the Cover Sheet [and/or Schedule D] to this Agreement.
- 1.6 "Net Sales" means gross sales less customary trade quantity discounts and actual, verifiable returns, the aggregate of which will not exceed ten percent (10%) of gross sales on an annual basis, and less separately listed applicable taxes. Except for those deductions expressly provided for above, there will be no deductions of any sort or kind, including but not limited to deductions for cash discounts, early payment discounts, mark down allowances, defective goods allowances or allowances taken by customers in lieu of returning goods, costs or expenses incurred in the manufacture, distribution, sale or advertisement of the Licensed Products, or for uncollected bills. As used in this paragraph, "customary trade quantity discounts" means quantity discounts from the invoice price that Licensee grants to its customers in the regular course of business, so long as Licensee documents such discounts to Licensor's satisfaction. Unless otherwise expressly provided herein on the Cover Sheet to this Agreement, Licensee shall not, without the express prior written consent of Licensor, permit the sale, distribution or other marketing of any Licensed Products on an F.O.B. basis. If expressly provided for on the Cover Sheet to this Agreement, all Licensed Products sold, distributed or marketed on an F.O.B. basis will be subject to the Royalty Rate as specified on Page 2 of the Cover Sheet.

1.7 "Authenticity Label" means Licensor's designed and approved marking to be placed on Licensed Products or packaging as required by Licensor. Licensee shall use genuine Authenticity Labels supplied by Licensor directly or through Licensor's designated supplier. Licensee's purchase and use of the Authenticity Label is contingent upon the Licensee maintaining its rights under this Agreement.

2. GRANT OF LICENSE

2.1 **Non-Exclusive License.** Licensor hereby grants to Licensee a non-exclusive, nontransferable, revocable license to use the Licensed Properties in the Territory solely upon or in connection with Licensed Products in the Channels of Trade (as defined in the Cover Sheet) during the Term (as defined in the Cover Sheet and Section 13.1 herein) pursuant to the terms and conditions of this Agreement. Licensee has no sub-license rights under this Agreement.

2.2 **Limitations on License.** Licensee acknowledges that Licensor owns all right, title, and interest in the Licensed Properties and that Licensee shall have no rights in the Licensed Properties, except as expressly granted under this Agreement. Licensee further acknowledges that Licensor offers the Licensed Properties to Licensee on an "as-is" basis, with no representations, warranties, or indemnification of any kind.

2.3 **Reservation of Rights.** Licensor explicitly reserves and retains all rights not expressly granted to Licensee herein.

2.4 **Channels of Trade.** Licensee agrees to sell and distribute the Licensed Products, and to use the Licensed Properties, only in the channels of trade identified in the Cover Sheet under the heading "Channels of Trade."

2.5 **Violations.** Any violation of any provision in this Section 2 will constitute a material breach of this Agreement and an act of willful and intentional infringement.

3. ROYALTY SECTIONS

3.1 **Royalty.** Licensee will pay to Licensor a royalty ("Royalty"), calculated by multiplying the Royalty Rate as set forth in the Cover Sheet by Net Sales of all Licensed Products sold or distributed by or for Licensee. "Sales" will be deemed to occur upon the earlier of the following events: (1) when a Licensed Product is dispatched by Licensee or an Authorized Manufacturer to a distributor, customer, retailer, or wholesaler; or (2) when Licensee issues a bill or invoice for a Licensed Product. The full Royalty Rate will be payable on all closeout or discount sales, including sales to employees of Licensor and/or Licensee.

3.2 **Giveaways Prohibited.** Licensee shall not manufacture, sell, or distribute Licensed Products to be used as premiums, for fund raising, as giveaways, in combination sales, or to be disposed of under similar methods of merchandising or sold for less than the usual selling price for the purpose of increasing sales.

3.3 **Sales to Related Parties.** If Licensee sells any Licensed Products to any related entity of Licensee's, at a price less than the regular price charged to unrelated parties, then the Royalty payable to Licensor shall be computed on the basis of the regular price charged to unrelated parties. Furthermore, Licensee shall disclose to Licensor any financial interest or control relationship Licensee may have with or in any third party to be associated with the manufacture, production, distribution, purchase or sale of any Licensed Products. Without the advance written approval of Licensor, Licensee shall not enter into any agreement or arrangement with any such third party relating to the manufacture, production, distribution, purchase or sale of any Licensed Products. Any failure to comply with the terms of this provision shall be deemed a material breach of this Agreement by Licensee.

3.4 **Guaranteed Minimum Royalties.** Licensee agrees to pay to Licensor non-refundable Guaranteed Minimum Royalties as set forth in the Cover Sheet under the heading "Guaranteed Minimum Royalties." The Guaranteed Minimum Royalties for each of the years covered by this Agreement are deemed earned upon execution of this Agreement.

3.5 No Cross-Collateralization of Guaranteed Minimum Royalties. Except as explicitly permitted in the Cover Sheet or elsewhere in this Agreement, any amount by which actual Royalties paid or payable to Licensor hereunder exceed the Guaranteed Minimum Royalties for any time period, geography, or other category during the Term hereof may not be credited or applied to Guaranteed Minimum Royalties paid or payable for any other time period, geography, or other category, as applicable.

4. ROYALTY REPORT AND PAYMENTS

4.1 Royalty Report and Payment. Within thirty (30) days from the end of each calendar quarter, Licensee will furnish to Licensor's agent a Royalty Report and payment of the Royalty due for the calendar quarter covered by the report, for all Licensed Products sold or distributed by or for it during the calendar quarter. All payments shall be made in U.S. currency and in accordance with the instructions set forth in the Cover Sheet. The Royalty due upon sales made in non-U.S. currency will be converted to U.S. currency using the New York commercial selling rate (quoted by the Bankers Trust Company in *The Wall Street Journal* at 3:00 p.m., Eastern Standard Time), on the day Royalties are due. The cost of conversion of all currencies into U.S. dollars shall be the sole expense of Licensee. The Royalty Report shall be submitted to Licensor's online database, BrandComply, and Licensee will need to receive an "Approved" response from the BrandComply database before said Royalty Report will be considered fully submitted. Royalty Reports shall state the invoice price, as applicable for each Licensed Product covered thereby; the quantities sold; any deductions for actual certified returns and sales tax ("**Royalty Report**"). If the Territory covers more than one country, Royalty Reports shall be prepared on a country-by-country basis. Licensee acknowledges and agrees that notwithstanding anything herein to the contrary, its obligation to make any Royalty payments under this Agreement shall survive any expiration or termination of this Agreement.

4.2 Payment: Late Charges. If any payment reaches Licensor after the due date, Licensee will also owe Licensor a late payment charge of ten percent (10%) of amount past due (or the maximum permissible by law, if less than 10%). Licensor may refer any late payments to an independent collection agency. Licensee agrees to pay any collections fees or costs in addition to the full amount of payments due and late payment charge. For the avoidance of any doubt, the late payment charge described in this Section 4.2 is a charge for late payments and is not an interest payment.

4.3 Inconsistencies and Mistakes. The receipt or acceptance by Licensor or Licensor's agent of any Royalty Report or of any payments made under this Agreement will not preclude Licensor from questioning the correctness thereof at any time.

4.4 Liquidated Damages. If, in the absence of Licensor's explicit prior written consent, Licensee invoices, ships or sells: (a) Licensed Products prior to execution of this Agreement by Licensor; (b) Licensed Products in violation of Section 6 ("Approvals & Quality Control"); (c) Licensed Products in violation of Section 11 ("Territorial Restrictions"); (d) Licensed Products in violation of Section 2.4 ("Channels of Trade"); or (e) products bearing any intellectual property owned or controlled by Licensor that are not considered Licensed Products as defined in this Agreement; then, such invoicing, shipment, or sale shall be deemed a material breach of this Agreement. In addition to Licensor's other remedies, Licensor may require Licensee by written notice to pay, as liquidated damages and not as a penalty, an amount equal to ten percent (10%) of Net Sales for all products invoiced, shipped, or sold in violation of this Section 4.4, in addition to all Royalties otherwise due on such products. Such liquidated damages shall be due fifteen (15) days after notice by Licensor. The parties agree that the foregoing liquidated damages are reasonable in light of the anticipated or actual harm caused by a breach of this Section, the difficulties of proof of loss and the inconvenience or nonfeasibility of otherwise obtaining an adequate remedy. Nothing herein shall preclude Licensor from enforcing the provisions of this Section by pursuing any action or other remedy, all of which shall be cumulative.

4.5 Quarterly Forecasts. Licensee shall submit forecasts of revenue quarterly on forms provided by Licensor's agent together with each Royalty Report. Licensee shall email a copy of all forecasts and Royalty Reports to fordroyalty@earthboundllc.com.

5. INSURANCE AND INDEMNIFICATION

5.1 Indemnification. Licensee agrees to indemnify and hold harmless Licensor, and each of Licensor's related entities, directors, officers, agents and employees from any and all claims, demands, or lawsuits, including without limitation, all expenses and reasonable attorneys fees attendant thereto, arising out of the production, distribution, display, use, or exhibition of the Licensed Products or use of the Licensed Properties by Licensee or any of Licensee's related entities, employees, agents, subcontractors, distributors or manufacturers.

5.2 Insurance. Upon execution of this Agreement, Licensee shall have and maintain at its sole cost and expense throughout the Term of this Agreement and for two (2) years thereafter insurance which meets the minimum standards for coverage and financial status of insurer set forth in Schedule C ("Insurance Requirements").

5.3 Licensee's Performance. Nothing in this Section will restrict, limit, waive or excuse Licensee's performance of any other obligations set forth elsewhere in this Agreement.

6. APPROVALS AND QUALITY CONTROL

6.1 Approvals. Licensee shall not make any use of, sell or distribute Licensed Products prior to Licensor granting final written approval. Licensee, at its expense, shall submit to Licensor concepts, prototypes, physical pre-production samples and physical production samples for all items including, but not limited to products, packaging, labeling, point of sale materials, trade show displays, press releases, sales materials and advertising for Licensor's advance written approval. Licensor's approval shall be granted or denied at Licensor's sole and absolute discretion. Licensee shall not have any rights against Licensor for damages or other remedies by reason of Licensor's failure or refusal to grant any approval. Licensee, at its expense, will also supply Licensor with six (6) production samples of each Licensed Product. Licensor may request a reasonable number of additional samples of Licensed Products and Collateral Materials during the Term of the Agreement, and Licensee will furnish such samples at Licensee's expense.

6.2 Quality and Standards. The Licensed Products and Collateral Materials sold or distributed by Licensee will be of a high standard of style, appearance, and quality, will be fit for their intended use, and will be consistent with industry standards. Licensee agrees that the Licensed Products and Collateral Materials will meet or exceed any and all government standards, regulations, guidelines, rules, laws, and the like in the Territory regarding such Licensed Products and Collateral Materials, and will meet or exceed any other standards set forth in this Agreement. Licensee will also comply with reasonable guidelines set by Licensor from time to time to maintain the quality of the products or services associated with the Licensed Properties or Licensed Products.

6.3 Sales and Marketing Information. Upon request of Licensor or its agent (no more than once per calendar quarter), Licensee shall provide good-faith sales projections and other related marketing and sales information on a form supplied by Licensor.

7. ACKNOWLEDGMENT OF OWNERSHIP

7.1 Ownership by Licensor. Licensee hereby acknowledges (i) the Licensed Properties and other intellectual property rights associated with the Licensed Properties are owned or rightfully licensed by Licensor, (ii) the validity of the Licensed Properties and other intellectual property associated therewith, (iii) except as set forth herein, Licensee has no right, title or interest in or to the Licensed Properties and the other intellectual property associated therewith, and (iv) the goodwill associated with, and all use of, the Licensed Properties and other intellectual property associated therewith by Licensee will inure to the benefit of Licensor or Licensor's licensors. Upon Licensor's request, Licensee will promptly execute any documents that Licensor determines, in its sole discretion, are necessary or desirable to confirm Licensor's ownership in the Licensed Properties, or the goodwill symbolized thereby. Licensor gives no representation, warranty or indemnity with respect to any liability or expense arising from any claim that use in any manner of the Licensed Properties in connection with the Licensed Products hereunder infringes on any rights of any third party or otherwise constitutes unfair competition by reason of any prior rights acquired by such third party, and Licensee waives any implied warranty to this effect.

7.2 Prohibited Actions. Licensee agrees not to apply for registration of the Licensed Properties (or any mark, domain name, or other intellectual property right containing or confusingly similar thereto or dilutive thereof) anywhere in the world. Licensee agrees that it will not engage, participate or otherwise become involved in any

activity or course of action that diminishes and/or tarnishes the image and/or reputation of any of the Licensed Properties. Licensee agrees that it will not challenge the validity of any of the Licensed Properties in any manner or proceeding. Licensee agrees to promptly provide Licensor any assistance Licensor requests for the purpose of registering or maintaining registrations for the Licensed Properties throughout the world.

7.3 Work For Hire. All works, including without limitation Collateral Materials, which are associated with, derived from, or used with the Licensed Properties or the Licensed Products will be deemed "works made for hire" for Licensor within the meaning of the United States Copyright Act, 17 U.S.C. § 201 et. seq. To the extent any work does not so qualify, Licensee will assign to Licensor all of Licensee's worldwide right, title and interest in and to the created work within thirty (30) days of its creation. Licensee agrees to execute any documents provided by Licensor to confirm Licensor's ownership of such rights. If any third party makes or has made any contribution to the creation of any such work, Licensee agrees to obtain from such party a full assignment of rights so that the foregoing assignment by Licensee will vest full rights to such created work in Licensor. Licensee further covenants that any such materials created by Licensee, or by any third party Licensee has engaged, are original to Licensee or such third party and do not violate the rights of any other person or entity. Notwithstanding any other term in this Agreement, Licensee shall retain ownership of its pre-existing trademarks and trade names that may appear on the Licensed Products.

7.4 Uses and Display of the Licensed Properties. Subject to the terms and conditions of this Agreement, Licensee acknowledges and agrees that the presentation and image of the Licensed Properties should be uniform and consistent with respect to all services, activities and products associated with the Licensed Properties. Accordingly, Licensee agrees to use Licensed Properties only in the form in which they are registered and as set forth on the Cover Sheet, in accordance with any guidelines Licensor provides on the Cover Sheet or by separate document, and in accordance with any trademark or corporate identity manuals that Licensor may supply to Licensee, or otherwise in the manner that Licensor may specify from time to time in Licensor's sole discretion. Licensee will comply with reasonable guidelines set by Licensor from time to time to maintain the quality of the products or services and to affix on each of the Licensed Products or its packaging an original Authenticity Label as Licensor directs. All usage by Licensee of the Licensed Properties on any advertising or other Collateral Material will be in the form and manner specified by Licensor, and will be subject to Licensor's prior written approval in accordance with the other Sections of this Agreement.

7.5 Third Party Conflicts. Licensee will promptly notify Licensor in writing of all instances of any potentially conflicting or infringing use of any of the Licensed Properties or any potentially confusingly similar or conflicting intellectual properties that may come to its attention. Licensor will have the exclusive right, at Licensor's expense, to determine what action, if any, is to be taken in each such instance. If Licensor decides to take any action, Licensee agrees to become a party to such action if necessary, and to cooperate with Licensor in the prosecution of any such action or proceeding involving any alleged infringement or other conflict respecting Licensor's rights in the Licensed Properties. All damages or other monetary relief recovered in such action by reason of a judgment or settlement, whether or not such damages or other monetary relief, or any part thereof, represent or are intended to represent injury sustained by Licensee, will be paid to Licensor.

7.6 Third Party Claims. If any claim, demand or suit for infringement will be asserted against Licensee based on Licensee's use of the Licensed Properties, Licensee will give Licensor immediate and timely notice of such claim, demand or suit, and Licensor will have the right at its discretion to handle such a claim, demand or suit in any manner whatsoever. Licensee agrees to cooperate with Licensor in the defense or settlement of any such claim, demand or suit.

7.7 Assumption of Risk. Licensee will have no right against Licensor for damages or for any other remedy by reason of Licensor's failure to prosecute an alleged act of counterfeiting, infringement, imitation, unfair competition or dilution. Licensee assumes the risk that there may be counterfeit and/or infringing articles of manufacture in the Territory. Licensee has made all appropriate examinations in the Territory for counterfeit and/or infringing articles of manufacture and is not relying on Licensor for any information.

7.8 Licensee shall at all times during the Term and any applicable Sell-Off Period be responsible for the safekeeping, protecting, and tracking of the inventory of Licensor's Authenticity Labels, including any actions or

inactions taken by Licensee's manufacturing sources, subcontractors, distributors, suppliers, dealers, and/or wholesalers regarding the Authenticity Labels. If any Authenticity Labels sent to or for Licensee are misplaced, lost, stolen, or misused, in any manner whatsoever (including use on unapproved, non-conforming or unacceptable Products or Materials pursuant to Section 6 of this Agreement), Licensee shall be in default of this Agreement. Licensee shall be responsible for and shall pay Licensor for any and all reasonable and necessary expenses incurred by Licensor to recover such Authenticity Labels, including without limitation, legal fees and costs, investigative fees and costs, and/or expenses to purchase unapproved Products bearing such Authenticity Labels to have the Products removed from commerce, or to otherwise protect Licensor's rights.

8. LICENSEE'S OTHER DUTIES, COVENANTS, AND ACKNOWLEDGMENTS

8.1 Licensee's Duty to Actively Market and Distribute Licensed Products. Licensee will use its best efforts to manufacture (or have manufactured for Licensee) and actively offer for sale all of the Licensed Products and to actively exercise the rights granted herein.

8.2 Trade Names and Other Uses Prohibited. Licensee will not adopt or use any trade name, domain name, e-mail address, or other type of identification or address that includes Licensed Properties, or includes any derivation thereof or term confusingly similar thereto or dilutive thereof. Licensee will not use Licensed Properties on business cards, letterhead or similar materials unless Licensor consents in writing, and Licensee covenants that any such use will be "as approved" and in a manner consistent with Licensor's then-current corporate identity standards. At Licensor's request, or upon expiration or termination of this Agreement for any reason, Licensee agrees to immediately cease any approved use of Licensed Properties on business cards, letterheads or similar materials.

8.3 Compliance with Licensor's Criteria for Engagement of Licensees and Authorized Manufacturers. Licensee agrees that it will conduct its business associated with the Licensed Products and the Licensed Properties in a manner consistent with Licensor's "Criteria for Engagement of Licensees and Authorized Manufacturers", a copy of which is attached as Schedule A.

8.4 Recordation Assistance. Licensee agrees to provide reasonable assistance to Licensor, at Licensor's request and expense, to record this Agreement, and any other necessary related documents with any relevant governmental agency and expressly agrees that recordation of the Agreement (or other similar action) will be undertaken only by Licensor and will be at Licensor's sole discretion.

9. INTERNET USE

9.1 Restrictions on Use. Licensee may, subject to Licensor's prior written approval, cause or allow any of the Licensed Properties or Licensed Products to be used on the Internet (including, without limitation, on websites or in metatags). If Licensor does grant such approval, Licensee will ensure that any use of the Licensed Properties and Licensed Products on the internet (i) does not contain material that infringes the intellectual property rights, or other rights, of a third party; (ii) is not obscene, defamatory, unreasonably objectionable or offensive to actual or potential users of the site; (iii) is not likely to give rise to civil or criminal liability; and (iv) complies with any laws, regulations or rules of any governmental body, agency, on-line tribunal or other body with competent authority in the Territory, and any international treaties.

10. AUTHORIZED MANUFACTURERS & DISTRIBUTORS

10.1 Approval of Authorized Manufacturer. Licensor may, at its sole discretion, approve or disapprove any proposed Authorized Manufacturer. Other than Licensee, only Authorized Manufacturers may manufacture Licensed Products. Licensee agrees that all Authorized Manufacturers will conduct any business on behalf of Licensor or Licensee in a manner consistent with Licensor's Criteria for Engagement of Licensees and Authorized Manufacturers, a copy of which is attached as Schedule A. Licensor may amend Schedule A, at its sole discretion, at any time upon reasonable written notice. Such amendments will be effective upon written notice to Licensee and will apply to Licensee and all Authorized Manufacturers. Licensee will promptly report any amendment to Schedule A to all Authorized Manufacturers.

10.2 Requirements. Licensee will not permit any third party to manufacture anything bearing any of the Licensed Properties unless and until (a) the manufacturer has been designated an Authorized Manufacturer by Licensor pursuant to Section 10.1, (b) the manufacturer, Licensee and Licensor first execute the Consent for Third Party Manufacturer Agreement in the form set forth in Schedule B, and (c) the third party manufacturer executes the Agreement by Authorized Manufacturer in the form attached as Schedule B. Licensee will provide to Licensor a copy of the Consent for Third Party Manufacturer Agreement signed by the Authorized Manufacturer before submitting any orders or production requests to the Authorized Manufacturer.

10.3 Appointment of Distributors. Licensee may, upon Licensor's prior written consent, appoint a Distributor for the Licensed Products, provided that any such Distributor agrees to be bound by all of the terms and conditions of this Agreement, and further provided that Licensee agrees to guarantee all such Distributors' full performance of this Agreement.

11. TERRITORIAL RESTRICTIONS

11.1 Restricted to Territory. Except as required by European Union law, Licensee agrees to restrict the sourcing and production of the Licensed Products bearing the Licensed Properties within a territory that is not on Licensor's list of excluded territories, as well as the distribution, advertising and sale of the Licensed Products, packaging, containers, labels, labeling or product literature bearing the Licensed Properties to the Territory, and will not authorize another party to do so.

11.2 Prohibited Countries. Licensee is prohibited from producing the Licensed Products bearing the Licensed Properties or sourcing components or materials for the production of the Licensed Products bearing the Licensed Properties in any country which is now included on the Licensor's list of "restricted territories." Moreover, any country which is now included in the Territory, but later appears on Licensor's list of "restricted territories," or is subject to trade sanctions imposed by the United States or the United Nations, will be immediately and specifically considered to be a "restricted territory."

12. RECORDS, AUDITS

12.1 Records. Licensee will keep in its possession or under its control accurate records covering all transactions relating to this Agreement. Such records shall substantiate and support the Royalty Reports submitted to Licensor and shall be accurate enough that Licensor (or its agents) can re-perform royalty calculations using reasonable and customary accounting procedures to reconcile and confirm the accuracy of all such reports. Such records shall be provided in electronic format (CSV, Excel, Access or tabular text format) such that text included in the records is searchable. During the Term of this Agreement (plus any renewal(s) thereof) and for at least three (3) years thereafter, Licensee will retain such records in a readily accessible place allowing Licensor, its agent, or its agent's designee access within forty-eight (48) hours of Licensor's request.

12.2 Audit Procedure. Licensor has the right at least twice per calendar year to have Licensor, its agent, or its agent's designee examine Licensee's relevant books, records and accounts for the purpose of verifying the accuracy of payments made to Licensor as required under this Agreement. Said examination may also include a physical inventory count of Licensed Products in production and/or storage. Each audit will be conducted at Licensee's place of business, or other place agreed to by the parties, during Licensee's normal business hours. Licensor will pay the fees and expenses of the auditor for the examination; provided, however, that if any examination discloses either a royalty underpayment of three percent (3%) or more due the Licensor for the period being audited, or that any Licensed Products were sold during the audit period without final approval of Licensor, then Licensee will pay: (i) the reasonable fees and expenses of the auditor for that examination, as well as any unpaid royalties; and (ii) the reasonable fees and expenses of an auditor to perform, at Licensor's request, a follow-up audit examination of Licensee to be commenced at a time of Licensor's choosing within twenty-four (24) months of completion of the original audit. Upon Licensor's request, Licensee will furnish to Licensor or its designee a report in a format acceptable to Licensor identifying (a) the quantity of genuine Authenticity Labels used on Products sold by Licensee or otherwise distributed (with an explanation of where such Products were sold or distributed); and (b) the quantity of Authenticity Labels on Products on hand and intended for placement on Products in process. If Licensor determines that a significant discrepancy (i.e., larger than five percent (5%) of Licensee's then-current inventory of Authenticity Labels exists between (i) the total quantity of Authenticity Labels used on Licensed Products sold, Licensed Products on hand, and Licensed Products in process; and (ii) the quantity of Authenticity Labels sent to Licensee, such discrepancy shall be

an incurable default under the terms and conditions of this Agreement. Licensor will invoice Licensee for any such audit, and Licensee will pay such invoice within thirty (30) days. Licensor or its agent may make and retain extracts of the records to assist the audit. If Licensee confirms an audit field work appointment with the party conducting the audit, and such party is subsequently denied access to Licensee's books and records on such confirmed time and date, Licensee shall pay all reasonable costs and expenses incurred by such party in traveling to conduct such field work. Licensor shall invoice Licensee for such audit expenses and Licensee shall pay such invoice within thirty (30) days of the date of such invoice. From the date of the delivery of the draft audit report to Licensee, the parties hereto shall make good faith efforts to resolve and settle the results of such audit within sixty (60) days.

13. TERM AND TERMINATION

13.1 Term and Bases for Termination. The Term of this Agreement shall begin to run as of the Effective Date and, subject to the grounds for termination set forth herein, continue in effect for the period of time specified on the Cover Sheet. Without prejudice to any other rights, Licensor shall have the right to terminate this Agreement upon written notice of twenty (20) days to Licensee at any time, and failure to cure such breach, if:

- a. Licensee shall fail to perform any of its obligations under this Agreement or is otherwise in breach of this Agreement; or
- b. Licensee transfers, by operation of law or otherwise, or attempts to transfer, without Licensor's prior written consent, any interest in, or right, privilege or obligation under this Agreement, or transfers by operation of law or otherwise, any of the principal assets of Licensee that are required for the conduct of its business in order to perform its obligations under this Agreement; or
- c. There is a material change, however accomplished, in the direct or indirect ownership or operating management of Licensee without Licensor's prior written consent which, in the reasonable opinion of Licensor, impairs Licensee's ability to perform its obligations under this Agreement; or
- d. Licensee fails to manufacture and sell all of the Licensed Products. Without limiting the foregoing, Licensor shall have the right to terminate this Agreement upon written notice to Licensee at any time if Licensee manufactures or sells Licensed Products that, in the reasonable determination of Licensor, do not conform to the quality and safety standards acceptable to Licensor; or
- e. Licensee sells or facilitates the sale of Licensed Products outside the Territory in violation of Section 11 ("Territorial Restrictions") or sells or facilitates the sale of Licensed Products outside of the authorized Channels of Trade in violation of Section 2.4 ("Channels of Trade"); or
- f. Licensee conducts its business in a manner that, in the reasonable opinion of Licensor, adversely affects the value, goodwill or reputation of Licensor, the Licensed Products, or the Licensed Properties; or
- g. Licensee purchases Licensed Products from an unauthorized source or continues to purchase Licensed Products from an Authorized Manufacturer after Licensor has withdrawn its approval of that Authorized Manufacturer.

If, during any twelve (12) month period, Licensor gives more than two (2) termination notices to Licensee pursuant to this Section, then, regardless of whether Licensee cures the underlying breaches or defaults, Licensor may immediately terminate this Agreement.

13.2 Other Bases for Termination. Without prejudice to any other rights, Licensor shall also have the right to terminate this Agreement upon written notice to Licensee at any time if Licensee shall fail to make any payment due hereunder or to timely deliver any of the statements or any Royalty Reports herein referred to, and if such default shall continue for a period of five (5) business days after written notice of such default is sent by Licensor. If, during any twelve (12) month period, Licensor gives more than two (2) breach notices to Licensee, then, regardless of whether Licensee cures the underlying breaches or defaults, Licensor may immediately terminate this Agreement.

13.3 Effect of Termination Upon Royalty Guarantees. Upon the termination of the license granted herein, notwithstanding anything to the contrary herein, all Royalties on sales theretofore made shall become immediately due and payable and no previously paid Guaranteed Minimum Royalties will be repayable to Licensee. Any balances owing on the Guaranteed Minimum Royalties for the balance of the Term will be immediately due and payable. Notwithstanding any termination or expiration of this Agreement, Licensor will have and hereby reserves all rights and remedies which it has or which are granted to it by operation of law to enjoin the unlawful or unauthorized use of the Licensed Properties.

14. POST-EXPIRATION AND TERMINATION

14.1 Reversion, Payment, Products, Materials and Properties. Upon expiration or termination of this Agreement for whatever reason, Licensee will cease and desist from all use of the Licensed Properties in any way, all rights granted to Licensee will revert to Licensor, and Licensee will have no claim against Licensor for compensation of loss of business or goodwill, or for any other damages that may result from the expiration or termination of this Agreement. Any unpaid portion of any Royalty payment or Minimum Guaranteed Royalties will be immediately due and payable, and Licensor will be entitled to retain all Royalties and other things of value paid or delivered to Licensor. Licensee agrees that upon the expiration or termination of this Agreement, Licensee will neither manufacture nor have manufactured for Licensee any Licensed Products or other materials bearing the Licensed Properties. Any unauthorized sale or distribution of Licensed Products after the expiration or termination of this Agreement will constitute an infringement of Licensor's rights.

14.2 Products, Materials and Properties. Upon expiration or termination of this Agreement for whatever reason, Licensee will cease and desist from all use of the Licensed Properties in any way. At Licensor's option, Licensee will destroy (and deliver proof of such destruction) or deliver up to Licensor, or its duly authorized representatives, all Licensed Products, advertising, promotional materials, catalogs, packaging, containers, labels, labeling (including Authenticity Labels), and the like upon which the Licensed Properties appear. Upon expiration or termination of this Agreement, Licensee will provide to Licensor a full statement of the type and quantity of all the Licensed Products unsold and the quantity of unused Authenticity Labels as of the date of termination. At Licensor's sole discretion, Licensor may purchase some or the entire remaining inventory of unsold Licensed Products at their out-of-pocket cost to Licensee, excluding overhead expenses. If Licensor does not elect to purchase all of the remaining inventory and if Licensee has fully complied with the terms of the Agreement on the expiration or termination date, Licensee will have the right for a limited period of ninety (90) days to sell off and deliver its then remaining inventory of Licensed Products, subject to payment of Royalties as otherwise provided under this Agreement. However, any Royalties paid during the sell off period shall not be credited against Licensee's Guaranteed Minimum Royalties for any pre-expiration/termination time period. If Licensee has not fully complied with the terms of the Agreement on the expiration or termination date, any remaining inventory of Licensed Products must be promptly delivered up to Licensor or its duly authorized representatives at no expense to Licensor or, if Licensor chooses in its sole discretion to have the inventory destroyed by Licensee, Licensee shall provide Licensor a list of all items to be destroyed by Licensee and shall authenticate the destruction in a manner acceptable to Licensor. Upon termination or expiration of this Agreement, subject to those provisions of this Section 14 regarding disposal of inventory, Licensee must return all Authenticity Labels to Licensor for destruction. Licensee agrees that there will be no financial reimbursement to the Licensee by Licensor, its agents, employees, or business partners for any unused Authenticity Labels.

14.3 No Dumping. Licensee agrees to refrain from "dumping" the Licensed Products in the market during any sell-off period granted to Licensee under this Section. "Dumping" will mean the distribution of product at volume levels significantly above Licensee's prior sales practices with respect to the Licensed Products, and at price levels so far below Licensee's prior sales practices with respect to the Licensed Products as to disparage the Licensed Products.

14.4 Consent to Injunctive Relief. Any disposal of Licensed Products other than in accordance with this Agreement may conflict with other commitments made by Licensor, injure Licensor's business relationships, interfere with its contractual relationships, and damage the Licensed Properties, all of which are injuries not readily calculable in monetary terms, and will cause Licensor irreparable harm. Licensee consents to the entry of

preliminary and injunctive relief relating to, or to stop any disposal of, Licensed Products except as provided in this Agreement. These remedies, however, will not be exclusive of other legal or equitable remedies available to Licensor.

14.5 Survival. The provisions of this Section and the following identified sections will survive the expiration or termination of this Agreement: Sections 4.3 ("Inconsistencies and Mistakes"), 5 ("Insurance and Indemnification"), 6 ("Approvals and Quality Control"), 7 ("Acknowledgement of Ownership"), 10.3 ("Appointment of Distributors"), 12.1 (Records), 12.2 ("Audit Procedure"), 14 ("Post-Expiration and Termination"), 15 ("Confidential Information"), 17 ("Limited Liability"), 18 ("Foreign Taxes"), 19 ("Relationship of Parties"), 21 ("Dispute Resolution"), and 22 ("Miscellaneous") shall survive expiration or termination of this Agreement, as shall any other provision which by its nature should survive expiration or termination of this Agreement.

15. CONFIDENTIAL INFORMATION

15.1 Terms of this Agreement. Each party agrees to keep the terms and conditions of this Agreement confidential, and to not disclose such terms and conditions to any third party without the other party's prior written consent; provided, however, that this Agreement may be disclosed on a need-to-know basis to each party's agents, attorneys and accountants who agree to be bound by this confidentiality Section, or as required by process of law. When any confidential information is required to be disclosed due to process of law, the disclosing party will immediately so notify the non-disclosing party, and will use reasonable efforts to maintain the confidentiality of that information to the extent possible.

15.2 Confidential Information and Advice. All information or advice furnished by Licensor to Licensee pursuant to this Agreement will, except as otherwise required by law or as required to satisfy its financial reporting obligations, be treated as confidential by Licensee, and, upon termination of this Agreement, Licensee will return all material containing such information, including all copies thereof and will hold in confidence all notes or memoranda based thereon, to Licensor. Licensor has a similar obligation of confidentiality with respect to information furnished by Licensee to Licensor pursuant to this Agreement that is in fact "Confidential" and is so marked as being "Confidential."

16. WARRANTY DISCLAIMER

EXCEPT AS EXPRESSLY PROVIDED HEREIN, EACH PARTY DOES NOT, AND SHALL NOT MAKE ANY WARRANTIES TO ANY PERSON OR ENTITY WITH RESPECT TO ANY INFORMATION, CONTENT OR OTHER MATERIALS PROVIDED OR MADE AVAILABLE BY IT HEREUNDER, AND DISCLAIMS ANY IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.

17. LIMITED LIABILITY

EXCEPT AS OTHERWISE PROVIDED HEREIN, NEITHER PARTY WILL BE LIABLE OR OBLIGATED UNDER ANY SECTION OF THIS AGREEMENT OR UNDER CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY TO THE OTHER PARTY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES. THE LIMITATIONS IN THIS SECTION WILL NOT APPLY TO ANY BREACH OF SECTION 5 ("INSURANCE AND INDEMNIFICATION") OR SECTION 18 ("FOREIGN TAXES"). LICENSOR'S TOTAL LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNT OF THE LARGEST ANNUAL ROYALTY PAYMENT AMOUNT ACTUALLY RECEIVED BY LICENSOR FROM LICENSEE UNDER THIS AGREEMENT.

18. FOREIGN TAXES

18.1 If any governmental authority of any foreign country, or any subdivision thereof, imposes any withholding taxes ("Taxes") by reason of the execution or performance of this Agreement, Licensee may deduct and withhold any such Taxes imposed on Licensor from the amounts otherwise due hereunder as required by applicable law and remit to Licensor the net amount, together with any tax receipts, certificates or vouchers from the tax authorities evidencing payment of such Taxes. Licensor agrees to comply with any certification, information, documentation, or other reporting requirements necessary to obtain reduced rates under applicable income tax treaties. Notwithstanding the foregoing, if any governmental authority of any foreign country, or any subdivision thereof,

imposes any stamp taxes, registration taxes, turnover taxes, or similar taxes, charges or levies ("Other Taxes") by reason of the execution or performance of this Agreement, Licensee will bear the burden of and pay such Other Taxes and Licensee will pay to Licensor such additional amounts as may be necessary to ensure that every net payment under this Agreement after withholding for any such Other Taxes will not be less than the amount provided for in this Agreement to be due and payable. Licensee agrees to indemnify and hold harmless Licensor from all liability of whatever nature arising out of Licensee's failure to pay any such Other Taxes

19. RELATIONSHIP OF PARTIES

19.1 Relationship Defined. The parties hereto expressly understand and agree that each party is an independent contractor in the performance of each and every part of this Agreement. Neither party nor its agents or employees has the power or authority to represent, act for, bind or otherwise create or assume any obligation on behalf of the other party for any purpose whatsoever. Nothing in this Agreement will be deemed or construed by Licensor, Licensee or any third party as creating a relationship of principal and agent, joint venture, or partnership between the parties hereto, and neither party will so hold itself out to the public.

20. NOTICES

20.1 Notice by Courier or Mail. Notices under this Agreement, all which shall be in English, will be sufficient if personally delivered, delivered by a major commercial rapid delivery courier service providing proof of delivery or mailed, postage or charges prepaid, by certified or registered mail, return receipt requested, to a party at its addresses identified in the Cover Sheet. If not received sooner, notice by mail will be deemed received five (5) days after the date of posting.

20.2 Notice by Electronic Mail. Notices under this Agreement are sufficient if sent by one party to the other by electronic computer mail at the addresses identified in the Cover Sheet, provided that the sender confirms receipt by electronic means or otherwise.

21. DISPUTE RESOLUTION

21.1 Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, U.S.A., as such laws are applicable to contracts made and to be performed in the State of Michigan, without regard to conflicts of law principles. Any disputes arising out of this Agreement shall be commenced in either the United States District Court for the Eastern District of Michigan, or an appropriate Michigan state court, and Licensee expressly agrees and consents to venue in these courts, and will not seek to transfer or to change the venue of any action brought in compliance with this provision; *provided, however*, that Licensor retains the right to enforce any of its intellectual property rights in any jurisdiction or forum, whether in the U.S.A. or the Territory or elsewhere.

22. MISCELLANEOUS

22.1 Assignment. Neither this Agreement nor any rights, licenses or obligations hereunder, may be assigned, encumbered or in any manner transferred by Licensee without the prior written approval of Licensor. Licensor may assign this Agreement at its discretion to any entity, including one controlled by, controlling or under common control with Licensor. Any attempted assignment or transfer by Licensee in violation of this Section will be void and without effect. Subject to the foregoing, this Agreement will benefit and bind the parties' successors and assigns.

22.2 Force Majeure. No failure or omission by either of the parties to perform any of its obligations under this Agreement shall be deemed a breach of this Agreement if such failure or omission is the result of acts of God, war, riot, accidents, compliance with any action or restriction of any government or agency thereof, strikes or labor disputes, inability to obtain suitable raw materials, fuel, power or transportation, or any other factor or circumstance beyond the control of the party, which is not attributable to the negligence of such party. Any suspension of performance by reason of this Section shall be limited to the period during which such cause of failure exists, but such suspension shall not affect the running of the Term of this Agreement. However, if the suspension of

performance by reason of this Section exceeds six months, either party may give written notice of termination of this Agreement.

22.3 Equitable Relief. Licensee acknowledges that a breach of any of its covenants, agreements, or undertakings related to Licensor's intellectual property rights will cause immediate, irreparable damage to Licensor that cannot be readily ascertained or remedied by damages in an action at law. Accordingly, notwithstanding any other provisions of this Agreement, Licensor will immediately be entitled to equitable remedies, costs, and damages as a court of competent jurisdiction may allow, including injunctions and reasonable attorney fees, for any breach of this Agreement that relates to the Licensed Properties or to Licensor's other intellectual property rights.

22.4 Effect of Waiver. A waiver by either party hereto of any right hereunder, or of any failure to perform, or of any breach by any party, will not be a waiver of any other right hereunder or of any subsequent breach or failure by the other party, whether of similar nature or otherwise.

22.5 Severability. In the event that any of the Sections of this Agreement will be held by a court, arbitrator, arbitration panel, or other tribunal of competent jurisdiction to be unenforceable, such Sections will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

22.6 Amendment and Waiver. Except as otherwise expressly provided herein, no Section of this Agreement may be amended or modified, or the observance of any Section of this Agreement be waived (either generally or with respect to any particular instance and either retroactively or prospectively), except with the written consent of the parties. The failure of either party to enforce its rights under this Agreement at any time for any period will not be construed as a waiver of such rights.

22.7 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but both of which together will constitute one and the same instrument.

22.8 Entire Agreement. This Agreement as executed and subscribed by the parties hereto, including the Cover Sheet, and all Schedules attached hereto, all of which are hereby incorporated by reference, together constitute the complete and exclusive agreement between the parties with respect to the subject matter hereof and supersedes all prior and/or contemporaneous discussions, proposals, representations, documents, agreements and prior course of dealing, whether oral or written, and will not be effective until signed by both parties.

22.9 Electronic Signatures. This Agreement may be executed by providing an electronic signature under the terms of the Electronic Signatures Act, 15 U.S.C. § 7001 et. seq. The Parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date, which includes the Cover Sheet as well as these Standard Terms and Conditions and all Schedules attached hereto. All signed copies of this Agreement will be deemed originals.

DOUBLEEAGLE INDUSTRY (CHINA) LIMITED

By: Tiger Yang
Print Name: Tiger Yang
Title: Vice President
Date: 2019. 7. 27



FORD MOTOR COMPANY

By: DocuSigned by: Edward J. Benz III
AF6D190DD1D0421
Print Name: Edward J. Benz, III
Title: Chief IP Counsel
Date: 7/31/2019

SCHEDULE A

CRITERIA FOR ENGAGEMENT OF LICENSEES AND AUTHORIZED MANUFACTURERS

Workmanship Standards. Licensee covenants that each Licensed Product distributed hereunder will be of good quality and free from defects in design, materials and workmanship, will comply with all applicable laws, and will conform to the samples approved by Licensor.

Application of Labor and Employment Standards. Licensee further covenants, and agrees to require all Authorized Manufacturers to covenant, as follows:

They will not use child labor in the manufacturing, packaging or distribution of Licensed Products. The term "Child" refers to a person younger than the local legal minimum age for employment or the age for completing compulsory education, but in no case will any child younger than sixteen (16) years of age be employed in the manufacturing, packaging or distribution of Licensed Products. Where employing young persons who do not fall within the definition of "Children", they agree also to comply with any laws applicable to such persons.

They will only employ persons whose presence is voluntary. They will not use any forced or involuntary labor, whether prison, bonded, indentured or otherwise.

They will treat each employee with dignity and respect, and not use corporal punishment, threats of violence, or other forms of physical, sexual, psychological or verbal harassment or abuse.

They 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.

They will comply, at a minimum, with all applicable wage and hour laws, including minimum wage, overtime, maximum hours and other elements of compensation, and will provide legally mandated benefits. If local laws do not provide for overtime pay, they agree to pay at least regular wages for overtime work. Except in extraordinary business circumstances, they will not require employees to work more than the lesser of (a) 48 hours per week and 12 hours overtime or (b) the limits of regular and overtime hours allowed by local law, or, where local law does not limit the hours of work, the regular work week in such country 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. Where local industry standards are higher than applicable legal requirements, they will meet the higher standards.

They will provide employees with a safe and healthy workplace in compliance with all applicable laws, ensuring, at a minimum, reasonable access to potable water and sanitary facilities, fire safety, and adequate lighting and ventilation. They will ensure that the same standards for health and safety are applied in any housing they provide for employees. They will provide Licensor with any information Licensor may request about manufacturing, packaging and distribution facilities for the Licensed Products.

They will respect the rights of employees to associate, organize and bargain collectively in a lawful and peaceful manner, without penalty or interference, in accordance with applicable laws.

They will comply with all applicable environmental laws.

They will comply with all applicable laws, including without limitation those pertaining to the manufacture, pricing, sale and distribution of the Licensed Products.

Licensee and Authorized Manufacturers agree that Licensor and its designated representatives may engage in monitoring activities to confirm compliance with these criteria for engagement, including unannounced on-site inspections of manufacturing, packaging and distribution facilities, and employer-provided housing, such inspections to include reviews of books and records relating to employment matters and private interviews with employees. Licensee and Authorized Manufacturers will provide Licensor with access to all sites reasonably

requested by Licensor to perform and exercise its rights of inspection hereunder. Licensee and Authorized Manufacturers agree to maintain on-site all documentation necessary to demonstrate compliance with these criteria, which Licensor and its agent may review, and make and retain extracts of, to assist the compliance monitoring.

Licensee's Duty to Monitor Authorized Manufacturers. Licensee agrees to take appropriate steps, in consultation with Licensor, to develop, implement and maintain procedures to evaluate and monitor the Authorized Manufacturers and to ensure compliance with this Agreement.

Compliance with Product Safety Laws. Licensee will follow all reasonable and proper procedures for testing that Licensed Products comply with all applicable product safety laws, and will permit Licensor's designees to inspect testing, manufacturing and quality control records and procedures and to test the Licensed Products for compliance with product safety and other laws. Licensee agrees to promptly reimburse Licensor for the actual costs of such testing. Licensed Products not manufactured, packaged or distributed in accordance with applicable laws will be deemed unapproved, even if previously approved by Licensor, and will not be shipped unless and until they have been brought into full compliance therewith.

SCHEDULE B

CONSENT FOR THIRD PARTY MANUFACTURER

Licensee:

Ladies and Gentlemen:

Reference is made to the Agreement dated as of February 1, 2019 by and between Ford Motor Company, a Delaware corporation, whose address is One American Road, Dearborn, Michigan 48126, USA (“Licensor”) and Doubleeagle Industry (China) Limited (“Licensee”), for the territory of Andorra, Argentina, Australia, Bahamas, Belgium, Belize, Bolivia, Brazil, Bulgaria, Central African Republic, Chile, China, Colombia, Costa Rica, Croatia, Czech Republic, Denmark, Egypt, Fiji, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, India, Indonesia, Italy, Japan, Kuwait, Macau, Malaysia, Morocco, Netherlands, New Zealand, Norway, Panama, Paraguay, Philippines, Poland, Portugal, Qatar, Romania, Russia, Saudi Arabia, Singapore, Slovakia, South Africa, South Korea, Spain, Sweden, Switzerland, Taiwan, Thailand, Tunisia, Turkey, United Kingdom, Ukraine, United Arab Emirates, Venezuela, Vietnam, Mexico, Canada, United States, Ireland, Monaco, Sri Lanka (the “License Agreement”). Licensor hereby consents to the manufacture of the Licensed Products named below by the manufacturer named below upon the following conditions to which Licensee agrees: (1) that the said manufacturer will sign and agree to be bound by the Manufacturer’s Agreement attached hereto; (2) that said manufacturer will fully comply in all respects with the License Agreement; and (3) that Licensee will continue to be bound by all the conditions and terms of the License Agreement, and will be responsible for ensuring compliance by the manufacturer with the conditions and terms of the License Agreement, including compliance with all of its quality control requirements. Failure by the manufacturer named below to comply with any of the said conditions and terms will entitle Licensor to terminate the Manufacturer’s Agreement and require that the portion of all copies, molds, or other devices relating to the placement of the Licensed Properties on the Licensed Products in possession of Licensee or the named manufacturer be immediately delivered to Licensor or be destroyed to the satisfaction of Licensor.

Manufacturer:

Products:

Country of Manufacture:

LICENSEE:
Doubleeagle Industry (China)
Limited

LICENSOR:
Ford Motor Company

By: _____

By: _____

Title: _____

Title: _____

SCHEDULE B (continued)

AGREEMENT BY AUTHORIZED MANUFACTURER

Name and Address of Manufacturer:

Country of Manufacturer:

Name and Address of Licensee:

Expiration Date of License:

Licensed Products:

Licensed Properties:

In order to induce Ford Motor Company to consent to the manufacture of the Licensed Products using the Licensed Properties by the undersigned (the "Manufacturer"), Manufacturer agrees that:

It will comply in all respects with the Ford Motor Company License Agreement dated February 1, 2019 by and between Ford Motor Company ("Licensor") and Doubleeagle Industry (China) Limited ("Licensee") expiring on March 31, 2022 and it has been furnished a copy thereof.

Manufacturer will not manufacture the Licensed Products to the order of anyone except the Licensee, will only invoice the Licensee, will not ship to anyone other than the Licensee or Licensee's designees and will not ship after the expiration date of the License;

Manufacturer will hold strictly confidential all information related to the Licensed Products;

Manufacturer will not subcontract production of the Licensed Products;

Manufacturer will not manufacture any products or merchandise utilizing the Licensed Properties other than on the Licensed Products;

Manufacturer will permit an authorized representative of Licensor upon request and five (5) days notice to inspect its activities and premises, accounting books, and invoices relevant to its manufacture and supply of the Licensed Products;

Manufacturer will not publish or cause the publication of pictures of the Licensed Products in any publication or promotional material, nor promote or advertise the fact that it is permitted to manufacture the Licensed Products; and

Upon expiration or termination of the License Agreement, or upon notification by Licensor, Manufacturer will immediately cease manufacturing the Licensed Products and deliver to Licensor or its authorized representative that portion of any and all molds, plates, engravings, or other devices used to reproduce the Licensed Properties or will provide Licensor with evidence that the Licensed Properties have been removed.

[MANUFACTURER'S NAME]

Date: _____

Signature: _____

Print Name: _____

Title: _____

SCHEDULE C INSURANCE REQUIREMENTS

Insurance:

At its sole cost and expense, Licensee shall procure and maintain insurance continuously throughout the term of this Agreement from such companies as are acceptable to Ford and listed in the current "Best's Insurance Guide" as possessing a minimum policy holders rating of "A-" (Excellent) and a financial category no lower than "VI" (\$25,000,000 to \$50,000,000 of adjusted policyholders surplus). The following insurance shall cover Licensee's activities under this Agreement whether such activities be by itself or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

Liability Insurance

- Workers' Compensation insurance for statutory limits or a State certificate of self insurance, and employer's liability insurance for not less than \$1 million per occurrence.
- Occurrence type commercial general liability insurance, including but not limited to advertising injury, intellectual property liability, products liability and blanket contractual coverage, for bodily injury including death, personal injury, and property damage with limits of not less than \$3 million combined single limit per occurrence, with a deductible no greater than \$250,000.

With the exception of Workers' Compensation, each insurance policy listed above, and any excess or umbrella policy carried by Licensee with additional limits than those specified above, must name **Ford Motor Company**, and **Earthbound LLC** as an additional insureds under the policy(s). All insurance policies of the Licensee shall be endorsed to state that the policy will be primary, and will not be excess to or contributory with, any self-insurance or insurance policies carried by Ford. The insurance policy shall be endorsed to provide that the policy may not be canceled without 30 days' prior written notice to Ford. If the policy cannot be so endorsed, Licensee agrees and is obligated to supply Ford no less than 30 days' written notice prior to cancellation of any policy(s). Within 30 days after the Effective Date of this Agreement (and at least 30 days prior to expiration of coverage on such certificate, Licensee shall furnish to Ford an acceptable certificate of insurance evidencing the coverage required herein, including a copy of the additional insured endorsement. The furnishing of acceptable evidence of required coverage should not relieve Licensee from any liability or obligation for which it is otherwise responsible to Ford.

Licensee shall require that its subcontractors procure and/or maintain insurance coverage at the limits described above. Licensee shall indemnify and be fully responsible for any cost to Ford resulting from said subcontractor's failure to procure and/or maintain said insurance.

Upon expiration or termination of this Agreement, including any post-termination or expiration sell-off period, Licensee will continue to maintain the insurance coverage described herein in full force and effect for an additional two (2) years thereafter.