



17-29 HAWLEY CRESCENT
CAMDEN TOWN
LONDON, NW1 8TT

CUSTOMS LETTER

Rosman LLC
General Tulenev str., 29/1
Moscow
117465
Russian Federation
("Licensee")

February 15th, 2018

Dear Sir/Madam,

RE: PRODUCTS MANUFACTURED AND EXPORTED BY LICENSEE FEATURING PROPERTY OWNED AND/OR CONTROLLED BY VIACOM

VIMN Netherlands B.V., an entity within the Viacom group registered in The Netherlands (registered number 33255367) with a registered office at NDSM-plein 6, 1033, WB Amsterdam, The Netherlands ("**VIMN BV**") is acting either as the direct owner or controller of the Licensed Property or as licensee of Viacom Media Networks, a division of Viacom International Inc., Delaware corporation with offices at 1515 Broadway, New York, New York 10036 ("**VMN**") VIMN BV and VMN are collectively referred to hereafter as "**Viacom**".

Viacom has the authority to grant rights in relation to the Licensed Property as defined below.

Reference is made to the merchandise agreement under contract number CMS#77588 dated January 1st, 2016, as amended on November 1st 2016 Amendment A, for the term commencing January 1st, 2016 through December 31st, 2018 inclusive, granting Licensee authority to distribute Licensed Products featuring the Licensed Property in the Licensed Territory (the "**Agreement**").

As such and on behalf of Viacom, the undersigned hereby confirms that Licensee is authorised to export the Licensed Products featuring the Licensed Property in the Licensed Language, for distribution and sale in the Licensed Territory in accordance with the Agreement, the main terms of which are below:

Licensed Property: Paw Patrol Series; only.

Licensed Territory:

- Armenia;
- Azerbaijan;
- Belarus;
- Georgia;
- Kazakhstan;
- Kyrgyzstan;
- Moldova;
- Russia;
- Tajikistan;
- Turkmenistan; and
- Uzbekistan; only.

Licensed Language: Russian

Licensed Product:

- Backpacks;
- Shoe Bags;
- Aprons;
- Chalk;
- Colored Pencils;
- Colored Pencil Set;
- Colored Paper;
- Colored Cardboard;
- Crayon Set;
- Drawing Album;
- Glue;
- Highlighter;
- Markers;
- Erasers;
- Folders;
- Notebooks;
- Pencil Cases/ Pouches;
- Pencils;
- Pens;
- Rulers;
- School Supplies;
- Scissors;
- Sharpeners;
- Stickers;
- Stationery Sets (consisting of stationery items only)
- Bubble Toys with Bubbles;
- Play Tents;
- Paintbrushes; and
- Watercolors; only

(collectively "**Stationery and Accessories**")

- Birthday Invitations;
- Gift Bags;
- Beverage Napkins;
- Disposable Cups;
- Disposable Plates;
- Napkins;
- Party Hats;
- Party Horns;
- Table Covers;
- Balloons;
- Candles (Party Supplies);
- Christmas Crackers;
- Paper Masks;
- Flags/garlands;
- Party Tongues; and
- Tubes for drinks; only.

(collectively "**Party Goods**")

- Electronic Alphabet;
- Toy Laptop;
- Toy Smartphone;
- Toy Watches;

- Musical instruments (real);
- Projector Lamp;
- PVC bath toys (not figural);
- Play mats with sound;
- Ride-ons;
- Sand Toys; and,
- Key chains (non figural); only.

(collectively “**Toys**”)

Please note the authorisation granted herein shall automatically lapse on **May 15th, 2018**.

This Customs Letter and all disputes, claims, actions, suits or other proceedings or questions arising out of or in connection with this Customs Letter including but not limited to the interpretation, performance, termination or expiration of this Customs Letter hereunder shall be exclusively governed by, and construed in accordance with, the substantive laws and decisions of the State of New York as would be applicable to contracts wholly made and to be performed within the State of New York without giving effect to the principles thereto relating to conflicts of law. Each Party hereto (a) irrevocably submits to the sole and exclusive jurisdiction of the courts of New York State and the Federal courts of the Southern District of New York, situated in the City, County and State of New York; and (b) irrevocably consents to the exercise of personal jurisdiction over each of the Parties by such courts and waives any right to plead, claim or allege that New York is an inconvenient forum or to serve proceedings in any other jurisdiction.

If you should require any further information, please do not hesitate to contact me at dealmemos@vimn.com.

Yours faithfully,



Zardine Collins
Junior Contract Manager,
Nickelodeon & Viacom Consumer Products, International
A division of Viacom International Media Networks

cc. Petia Toncheva (*Viacom*)
Marina Remova (*Pullman - Viacom's Agent*)
Anna Artyukhova (*Pullman - Viacom's Agent*)