



## Manufacturing, Distribution and Retail License

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### Parties

1. ody-see.com ltd, a New Zealand registered company (1972075, incorporated on 6 August 2007, New Zealand [Companies Office](#) Register), and henceforth referred to in this document as OCL, provides geographically-based license area(s) to license holders for the purposes of manufacturing and/or distributing and/or retail of OCL products.
2. The license holder, henceforth in this document known as the LH, enters into this binding agreement for a Manufacturing, Distribution and Retail License (MDRL) to conduct manufacturing and/or distributing of OCL products as specified by this MDRL.

### Manufacturing, Distribution and Retail Privileges, Responsibilities and Liabilities

3. On receipt of the non-refundable annual license fee established by OCL (Annex A), OCL shall ensure that a specific geographically-based license area(s) as follows is reserved. The license area(s) provide an exclusive distribution and/or retail right of OCL products by the LH, within which the LH will determine which parties will distribute and sell OCL products.

#### License Area(s)

- .....
4. Notwithstanding the LH’s license area, any OCL LH may make Internet-based sales to any other geographical place outside the license area(s), except that this does not allow a LH to make sales via the Internet to any of the following entities outside the license area(s) specified in this MDRL without an express written agreement of OCL:

- a) educational or governmental entities (such as schools and libraries); or
- b) commercial retail outlets .

5. The annual license fee shall constitute the sole fee payable to OCL, except for the provision of 3D silicone molds, which will be provided by OCL to the LH on request at a ‘cost’ basis (plus applicable freight to the LH).

*Note: this means the LH does not need to pay OCL on a per-game basis, but will retain the profit from sales as LH’s revenue.*

6. This MDRL constitutes an agreement allowing the LH to conduct business utilising OCL products as specified, and to use OCL logos and intellectual property for the sole purposes of advertising OCL products.

7. This MDRL allows the LH to determine whether to manufacture or distribute OCL products, or to sub-contract these functions. In all cases, sub-contractors shall be controlled by written agreement to ensure the manufacturing and/or distribution of OCL products meets OCL written policies, especially safety and QA. Moreover, this MDRL allows the LH to choose which OCL products will be retailed, and the retail price of those products to match the market.



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8. Nothing in this MDRL constitutes an agreement for the LH to represent OCL, or to cause any liability whatsoever to OCL, including reputational damage. In particular, OCL shall not be responsible for any financial or legal liabilities by the LH related to the business practices, management and the LH's third party relationships.

9. OCL will retain intellectual property rights to all OCL products including everything associated with OCL games themselves, and also OCL logos and registered trademarks.

### License Holder's Conduct

10. The LH shall be a formally constituted company in accordance with the laws applicable in the Country/State/Territory of residence of the LH. OCL reserves the right to conduct due diligence on the good standing and professional conduct of any prospective LH or confirmed LH.

The LH shall conduct business related to OCL products in accordance with basic quality assurance (QA) principles. For the avoidance of doubt, ISO 9001:2015 (or an equivalent acceptable to OCL) is the minimum QA standard; however the LH is not required to hold ISO certification.

With respect to manufacturing, distribution and sales, the LH shall ensure that its operation meets all legal requirements within the applicable State. Special care must be taken by the LH to ensure the safety of children in terms of adherence to safety legislation.

The LH will hold current and appropriate insurance to ensure that all reasonable legal liabilities are covered, especially in respect of safety deficiencies.

The LH shall endeavour to maintain the highest levels of environmentally-friendly and ethical practices during its manufacturing, distribution and/or retail of OCL products.

### Operation of Websites

11. The LH or the LH's representatives shall maintain a website that describes the current OCL products available in accordance with the MDRL, and the LH's safety, QA and business ethics policies.

12. OCL shall provide information about the LH on the OCL website, and a link from the OCL website to the LH's website.

### Audit

The LH will provide OCL all information relevant to the manufacturing, distribution and retail of OCL products when requested for the purposes of audit on request by OCL or representatives of OCL. The LH will allow OCL to conduct an audit at all places controlled or contracted by the LH involved in the manufacturing or distribution of OCL products. Such audits will be at the expense of OCL, but may result in recommendations or a 'Notice of Termination' if significant deficiencies are found.



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### Transitional Provisions

- 13. If a multiple license area (Refer Annex A) only has one LH, then that LH may operate within the unlicensed area of the multiple license area at no extra cost, until other licenses are granted within that area (these licenses are advertised by OCL until they are granted).
- 14. When other licenses are granted within a multiple license area but all licenses are not yet granted, then OCL will determine an appropriate division of operation by license holders within the unlicensed area.

### Termination

- 15. The LH must advise OCL of the LH’s decision – whether the LH will apply for a new/extended MDRL or not – not later than 90 days before the current MDRL’s expiry.
- 16. This MDRL may be terminated forthwith at the sole discretion of OCL if the LH is determined by OCL to be in serious non-conformance with the written policies and procedures provided to the LH from time to time, including QA. If a ‘Notice of Termination’ is sent to the LH, then this will be sent by OCL a minimum of 30 days before the termination date.
- 17. This MDRL will lapse on ....., unless extended or renewed with the express written consent of OCL upon payment of the annual license fee, after confirming that the LH is in continued conformance with OCL’s written policies and standards.

### License Term and Fees

- 18. The MDRL is an annual licence that must be renewed subject to the requirements in ‘Termination’ above. OCL reserves the right to review the licence terms, including associated fees, in consultation with the LH.

### Disputes

- 19. Any disputes arising from this MDRL shall be subject to New Zealand company and industrial relations law as the final arbiter and regulator of this MDRL.

### Signatures

Signed this ..... day of ....., ..... for OCL .....

Signed this ..... day of ....., ..... for the LH .....

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### Annex A

License Group	Annual Fee (USD)	Notes
MULTIPLE LICENSE AREA		
Brazil	10,250	2 licenses @ USD5,125 each: 1 - Espírito Santo, Minas Gerais, Rio de Janeiro, São Paulo; 2 – other 22 Brazilian States and Brasilia
Canada	7,200	2 licenses: 1 – USD2,160 - New Brunswick, Newfoundland and Labrador, Prince Edward Island, Nova Scotia, Quebec; 2 – USD5,040 – other 6 Canadian provinces
China	27,700	5 licenses @ USD5,540 each: 1 – Beijing Municipality, Tianjin Municipality, Hebei Province, Liaoning Province, Jilin Province, Heilongjiang Province, Inner Mongolia Autonomous Region, Shanxi Province (Northeast) 2 – Shandong Province, Henan Province, Jiangsu Province (East) 3 – Shanghai Municipality, Anhui Province, Zhejiang Province, Jiangxi Province, Fujian Province, Hubei Province 4 – Hunan Province, Guangdong Province, Guangxi Zhuang Autonomous Region, Hainan Province, Yunnan Province (South) 5 – Xinjiang Uyghur Autonomous Region, Tibet Autonomous Region, Qinghai Province, Gansu Province, Ningxia Hui Autonomous Region, Chongqing Municipality, Sichuan Province, Guizhou Province (West)

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France	13,000	2 licenses @USD6,500 each: 1 - Alsace-Champagne-Ardenne-Lorraine, Bourgogne-Franche-Comté, Centre-Val de Loire, Île-de-France, Nord-Pas-de-Calais-Picardy, Normandy; 2 – other 12 French regions
Germany	16,400	3 licenses@USD5,467 each: 1 – (North) Schleswig-Holstein, Hamburg, Bremen, Lower Saxony, Saxony, Saxony-Anhalt, Mecklenburg-Vorpommern, Berlin, Brandenburg 2 – (West) Hesse, North Rhine-Westphalia, Thuringia 3 – (South) Baden-Württemberg, Bavaria, Rhineland-Palatinate, Saarland
Bhutan, India, Nepal	25,620	5 licenses @USD5,124 each: 1 – (North) Arunachal Pradesh, Assam, Bihar, Chandigarh, Manipur, Meghalaya, Mizoram, Nagaland, and Tripura, Sikkim, Punjab, Jammu & Kashmir, Haryana, Himachal Pradesh, Uttarakhand, Bhutan, Nepal. 2 – (Central) Delhi, Madhya Pradesh, Rajasthan, Uttar Pradesh 3 – (West) Goa, Gujarat, Maharashtra, Daman and Diu, Dadra and Nagar Haveli 4 – (South) Andhra Pradesh, Karnataka, Kerala, Tamil Nadu, Telangana, Lakshadweep, Puducherry 5 – (East) West Bengal, Bihar, Jharkhand, Odisha, Andaman and Nicobar

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Italy	12,400	2 licenses @USD6,200 each: 1 – (North) Abruzzo, Apulia, Basilicata, Calabria, Campania, Lazio, Marche, Molise, Sardinia, Sicily, Umbria; 2 - (South) other 9 Italian regions
Japan	25,400	5 licenses @USD5,080 each: 1 – (North) Hokkaidō, Tōhoku, Kantō (excluding Tokyo Metropolis) 2 – Tokyo Metropolis 3 – (Central) Chūbu 4 –(West) Chūgoku, Kyūshū , Shikoku 5 – (South), Kansai, Okinawa
Poland	7,800	2 licenses @USD3,900 each: 1 - Podlaskie Voivodeship, Łódź Voivodeship, Silesian , Voivodeship, Lesser Poland Voivodeship, Świętokrzyskie Voivodeship, Lublin Voivodeship, Podkarpackie Voivodeship, Podkarpackie Voivodeship, Masovian Voivodeship (Warsaw); 2 – other 8 Polish provinces
Armenia, Belarus, Russia	7,660	2 licenses @USD3,830 each: 1 – Armenia, Belarus, Central Federal District of Russia (Moscow), North Caucasian Federal District of Russia, Southern Federal District of Russia; 2 – other 6 Federal Districts of Russia

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South Korea	10,000	2 licenses @USD5,000 each: 1 – Seoul Capital Area; 2 – other 16 metropolitan cities and provinces
Spain	9,600	2 licenses @USD4,800 each: 1 – Aragon, Asturias, Balearic Islands, Basque Country, Canary Islands, Cantabria, Castile and León, Catalonia, Galicia, La Rioja, Navarre, Valencian Community 2 – Andalusia, Castile-La Mancha, Ceuta , Extremadura, Madrid, Melilla, Murcia
United Kingdom	12,800	2 licenses @USD6,400 each: 1 - London, East of England, South East of England, South West of England; 2 – other 5 regions of England, Scotland, Wales and Northern Ireland
United States, Puerto Rico	64,350	13 licenses @4,950 each: 1 – Alaska, Oregon, Northern California, Washington 2 – Hawaii, Southern California, (US Pacific Territories) 3 – Arizona, Colorado, Idaho, Montana, Nevada, New Mexico, Wyoming, Utah 4 – Iowa, Kansas, Minnesota, Missouri, Nebraska, North Dakota, Oklahoma, South Dakota, 5 – Texas 6 – Illinois, Indiana, Wisconsin 7 – Alabama, Arkansas, Georgia, Louisiana, Mississippi 8 – Michigan, Ohio 9 – Delaware, Kentucky, Maryland, Virginia, Washington D. C., West Virginia 10 – North Carolina, South Carolina, Tennessee 11 – Florida, Puerto Rico, US Virgin Islands

Date of Agreement: DD/MM/YYYY

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		12 – Pennsylvania, New Jersey 13 – Connecticut, Maine, Massachusetts, New Hampshire, New York, Rhode Island, Vermont
SINGLE LICENSE STATES		
Argentina	2,100	
Australia	4,800	
Austria	1,800	
Bangladesh	3,080	
Czech Republic	2,200	
Denmark	1,200	
Finland	1,200	
Hungary	2,000	
Indonesia	4,980	
Iraq	1,700	
Iran	3,850	
Ireland	1,000	
Malaysia	6,000	
Mexico	6,100	
Nigeria	3,460	
Pakistan	3,640	
Philippines	1,960	
Portugal	2,200	
Saudi Arabia	5,800	
Singapore	1,200	
Slovakia	1,200	
Sweden	2,000	
Switzerland	1,800	

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Taiwan, China	4,800	
Thailand	3,350	
GROUPED STATES/TERRITORIES		
Arabian Peninsula: Bahrain, Kuwait, Oman, Qatar, United Arab Emirates*, Yemen (* = primary State)	5,100	
Balkans: Albania, Bosnia and Herzegovina, Bulgaria, Croatia, Kosovo Macedonia, Montenegro, Serbia*, Slovenia	1,500	
Baltic: Estonia, Latvia, Lithuania*	1,100	
Black Sea: Georgia, Moldova, Romania, Ukraine*	2,140	
Caribbean: Antigua and Barbuda, Aruba, Bahamas, Barbados, Bermuda, Cayman Islands, Cuba*, Dominica, Dominican Republic, Grenada, Haiti, Jamaica, Saint Kitts and Nevis, Saint Lucia, Saint Vincent and the Grenadines, Sint Maarten, Trinidad and Tobago (Martinique, Guadeloupe)	2,065	
Central Africa: Burundi, Burkina Faso, Cameroon, Central African Republic, Democratic Republic of Congo*, Equatorial Guinea, Eritrea, Gabon, Malawi, Rwanda, Rep. of Congo, São Tomé and Príncipe, South Sudan	3,770	
Central America: Belize, Costa Rica, El Salvador, Guatemala, Honduras, Nicaragua, Panama*	1,100	
Central Asia: Afghanistan, Kazakhstan*, Kyrgyzstan, Mongolia, Tajikistan, Turkmenistan, Uzbekistan	2,710	
East Africa: Djibouti, Ethiopia, Kenya*, Somalia, Tanzania, Uganda Comoros, Madagascar, Maldives, Mauritius, Seychelles, Sri Lanka* (La Réunion, Mayotte)	5,950	
Fertile Crescent: Israel*, Jordan, Lebanon, Syria	2,450	
Low Countries: Belgium*, Luxembourg, Netherlands	6,000	Netherlands 3,400
Mediterranean: Cyprus, Greece*	2,600	

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Nordic: <b>Norway*</b> , <b>Iceland</b>	1,400	
North Africa: <b>Algeria, Chad, Egypt*</b> , <b>Libya, Morocco, Sudan, Tunisia</b>	4,710	
Pacific: <b>Fiji, Kiribati, Marshall Islands, Micronesia, New Zealand*</b> , <b>Palau, Papua New Guinea, Samoa, Solomon Islands, Timor Leste, Tonga, Tuvalu, Vanuatu</b>	1,280	
Pearl River: <b>Hong Kong*</b> , <b>Macau</b>	1,800	
South Africa: <b>Angola, Botswana, Lesotho, Mozambique, Namibia, South Africa*</b> , <b>Swaziland, Zambia, Zimbabwe</b>	2,840	
South America: <b>Bolivia, Chile*</b> , <b>Colombia, Ecuador, Guyana, Paraguay, Peru, Suriname, Uruguay, Venezuela</b> (French Guiana)	5,100	Venezuela 1,550
Southeast Asia: <b>Brunei, Cambodia, Laos, Myanmar, Vietnam*</b>	3,560	
Turkic: <b>Azerbaijan, Turkey*</b>	4,250	
West Africa: <b>Benin, Cape Verde, Côte d'Ivoire, Ghana, Guinea-Bissau, Guinea, Liberia, Mali, Mauritania, Niger, Senegal, Sierra Leone, The Gambia, Togo</b>	2,940	

Type 1 = USD25,000 or higher GDP (PPP) per capita (World Bank)= USD1,000 per 5 million people

Type 2 = USD15,000 - USD24,999 = USD250 per 5 million people

Type 3 - less than the world average USD14,971 (2014) = USD100 per 5 million people