

NON-EXCLUSIVE LICENSE CONTRACT

INTERKOBO sp. z o.o. based in 3, Zbąszyńska Str. 91-342 Łódź, registered at the National Court Register at no. 0000112453, with its initial capital of PLN 750 000,00 (PLN seven hundred and fifty thousand) covered in its full amount, and represented by

- Zbigniew Kowalski – member of the board
- Sławomir Bocianowski – member of the board

hereinafter called INTERKOBO

and

a user, hereinafter called a LICENSEE.

within the context of the trade co-operation between INTERKOBO and a LICENSEE whose business activity covers online sales of INTERKOBO's items, the parties of the contract hereby agree as follows:

INTERKOBO's commodity images at INTERKOBO's webpage of www.interkobo.pl that constitute INTERKOBO's secured, intellectual property shall be used by a LICENSEE according to terms pointed out in this contract.

§ 1

Licence subject

1/ The subject of the non-exclusive license contract covers the photos and descriptions of INTERKOBO's commodities and multimedia visuals marked with the following text:

*Material protected by copyright is exclusively owned by INTERKOBO sp. z o.o.
It is not allowed to copy, process or publish it without the consent of INTERKOBO sp. z o.o.*

uploaded at www.interkobo.pl, hereinafter called the materials

2/ INTERKOBO hereby declares they have acquired the property rights to the materials

3/ INTERKOBO grants a non-exclusive license to a LICENSEE to all materials meant for a public presentation by a LICENSEE at a LICENSEE's website and a LICENSEE's auctions at auction portals, in order to promote and advertise INTERKOBO's merchandise. The subject of the non-exclusive license can only be obtained by an electronic downloading of the materials by a LICENSEE from the webpage of www.interkobo.pl, or by having them mailed by an authorized INTERKOBO's staff worker, with the right to display a downloaded photo at a LICENSEE's website or auction portals.

§ 2

Special obligations of a LICENSEE

1/ A LICENSEE is not allowed to grant further licenses or further to assign the rights and obligations that arise from this contract

2/ A LICENSEE is not allowed to modify, change or shape the photos that are the subject of the license unless a LICENSEE has received a written consent to do so according to the procedure described in this contract by INTERKOBO. In particular, a LICENSEE is not allowed in any way to change, modify or shape the photos of INTERKOBO's commodities for their proportions, colours and

elements. It is not allowed either to use the photos of INTERKOBO's commodities in any animated visuals or image creations other than those in INTERKOBO's photos. A LICENSEE is forbidden to deform the images of the commodities in the photos in any way that could show INTERKOBO's commodity in a bad light.

3/ A LICENSEE is not allowed to modify, change, shape or remove any markings of INTERKOBO's property rights to commodity photos that make an integral part of the shared photos presenting INTERKOBO's commodities.

4/ A LICENSEE is not allowed to team the shared photos of INTERKOBO's commodity with a LICENSEE's commodity photos or a third party's commodity photos at a LICENSEE's own website.

5/ A LICENSEE is not allowed to use the shared materials for any other purpose than the one this contract covers.

§ 3

Website connections

1/ In order to electronically download the photos from INTERKOBO's webpage of www.interkobo.pl a LICENSEE can connect to it from a LICENSEE's webpage or auctions at auction portals.

2/ A LICENSEE is not allowed to connect from a LICENSEE's webpage to a third party's webpage for the purpose of further transmission of the materials.

§ 4

Control of license subject exploitation

1/ INTERKOBO is authorized to control each exploitation and presentation event of the materials by a LICENSEE.

2/ A violation of any LICENSEE's obligations defined in § 2 § 3 above may result in a termination of this contract with immediate effect, in writing or by an electronic transmission (mailing).

3/ Immediately after the contract termination notice described in clause 2 above has been delivered and just as well as in the event of violating the ban to use INTERKOBO's merchandise photos at other websites of a LICENSEE, a LICENSEE is obliged to remove all shared INTERKOBO's materials from a LICENSEE's webpage.

4/ In case this contract termination has been conducted by INTERKOBO facing the violation of the ban to use the materials according to rules included in this contract, or for a purpose other than this contract specifies, a LICENSEE is obliged to immediately cease all the acts of violation after having received a written or an electronic form notice .

§ 5

Changes in license subject

1/ A LICENSEE is obliged to inform INTERKOBO by mail about a LICENSEE's intention to modify, change, shape or team the shared INTERKOBO's merchandise photos with the photos of a LICENSEE's or a third party's merchandise, as well as about any other transfigurations of INTERKOBO's merchandise photos.

2/ A LICENSEE's proposal mentioned in the above clause 1 has to visualize the final version of the materials that is going to be displayed at a LICENSEE's website.

3/ INTERKOBO's consent to a LICENSEE's proposal has to be clear and requires a written or an electronic (mailing) form.

4/ INTERKOBO's consent to a LICENSEE's proposal shall be expressed within 7 days since the delivery of the proposal. No reply from INTERKOBO shall be understood as a refusal to agree to a featured proposal.

5/ Each consent of INTERKOBO to a LICENSEE's proposal shall not result in any changes in this contract and all its provisions shall be upheld.

6/ INTERKOBO is authorized to terminate this contract with immediate effect in case a LICENSEE enters and makes use of a LICENSEE's proposal without INTERKOBO's consent in writing or by mail.

§ 6

LICENSEE's advertisement with a license subject

1/ Each advertising activity of a LICENSEE, in particular advertisements at a LICENSEE's website that present or refer to the shared materials have to comply with the law and most importantly with the rules that define the advertising and the selling procedures of items meant for children.

The advertisement is not allowed to violate the personal interests and property rights of INTERKOBO just as well as of the third party. A LICENSEE's advertisement that uses the materials and has been uploaded at a LICENSEE's website can neither become an act of unfair competition to INTERKOBO nor to a third party.

2/ INTERKOBO has been authorized to confirm and control advertising activities of a LICENSEE, especially for the advertisement that uses the shared materials and has been presented at a LICENSEE's webpage.

3/ INTERKOBO may call for an immediate discontinuation to use the materials in a LICENSEE's advertisement if it violates the common provisions of law or the good commercial practice or if it is contrary to a policy of advertising INTERKOBO's merchandise or if it is contrary to INTERKOBO's internet use policy.

4/ A LICENSEE declares to cease using the shared materials immediately after INTERKOBO delivers such a demand in writing or by mail.

§ 7

Cessation of trade cooperation

1/ In case the trade cooperation between INTERKOBO and a LICENSEE terminates a LICENSEE loses its right to download, place and use the materials – photos of INTERKOBO's merchandise at a LICENSEE's website and at a LICENSEE's auctions at auction portals.

2/ After the trade cooperation has terminated between INTERKOBO and a LICENSEE, a LICENSEE declares to remove all materials shared by INTERKOBO from a LICENSEE's website within 14 days since the cooperation termination date.

§ 8

General provisions

1/ Any changes to the contract require a publication at www.interkobo.pl whereas INTERKOBO shall inform about them by displaying a corresponding statement at INTERKOBO's website as well as forwarding it to a user. The changes shall become binding after a user has re-accepted the website rules and regulations which in itself becomes an act of an unequivocal acceptance of the changes to the contract which takes effect in a revised version.

Non acceptance of changes that result from INTERKOBO's statement shall be understood as a non-exclusive contract termination leading to its final cancellation.

Under such circumstances a user shall be obliged to remove all materials shared by INTERKOBO from a user's website within 30 days since the statement reception date. A user shall also be obliged not to use the materials in the future.

2/ Any disputes arising from this contract shall be brought before the court of local jurisdiction.

3/ Any disputes unsettled by this contract shall be regulated by the Polish common law.