

Howard Robinson

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Licensing Agreement

Date 1st Jan 2018

Howard Robinson Ltd (The Licensor)
hereby grants to

Prime 3D
New Mandarin Plaza, 14 Science Museum Rd, Unit 03A, 10/Floor
Tower A, Tsim Sha Tsui East, Kowloon, Hong Kong



the following rights
in respect of the products listed.

An exclusive license to manufacture and sell these listed Lenticular
products as the "Howard Robinson 3D Collection".

Boxed Jigsaws, Wall Art, Murals, Pictures, Posters, Postcards, Note-
books, Jotters, Bookmarks, Magnets, Stickers, Calendars, Stationary
Kits, Playing Cards, Greetings Cards, A4 Binders, Document Pouch-
es, Pencil Cases, Place Mats, Cups, Bottles, Hats, T Shirts,


The following 'copyright notice' to
be included on all reproductions
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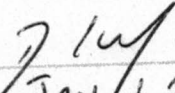
Term 4yrs, until Dec 31st 2021

Royalties due  from Prime3D
 commission on manufacture.

Samples of each of the licensed products 10
Licensee to supply to Licensor N/A

Advance payment due within 28 days
upon the signing of this agreement.

Licensor 
Date 1st Jan 2018

For and on behalf of Licensee 
Date JAN. 1, 2018

1.
Licensor warrants that it is the sole owner of all copyright and any like right in the artwork detailed overleaf and that no other party whatsoever has any rights in the relation thereto.
Licensor shall retain all copyrights in and to the images.
All licensed products to include artists Logo

Howard  Robinson

2.
All rights not specifically transferred by this Agreement are reserved to the Licensor. Any transfer of rights is conditional upon receipt of full payment.

3.
Licensor shall have the right to terminate this agreement upon (30) days notice if Licensee fails to make any payment required of it and does not cure this default within the said (30) days whereupon all rights granted herein shall revert immediately to the Licensor.

4.
Licensee will provide Licensor with copies of all layered files created from artworks.

5.
Licensee shall supply stated number of samples of each of the Licensed Products free of charge for the Licensor's personal use.

6.
Royalties due shall be the relevant % percentage of the net sales of the Licensed Products. "Net Sales" as used herein shall mean sales to customers less prepaid freight and credits for lawful and customary volume rebates, actual returns and allowances. Royalties shall be deemed to accrue when the Licensed Products are sold, shipped, or invoiced, whichever first occurs.

7.
Licensee will pay the relevant Royalty to the Licensor quarterly, on or before the last day of the month following the quarter in which the royalty was earned. Each payment of the Royalty will be accompanied by a written account setting forth the determination of net sales.

8.
Licensee agrees to keep complete and accurate books and records relating to the sale Royalties will be payable to Howard Robinson Ltd and manufacturing brand commission payable to Howard Robinson, The Forge, Front St, Wheatley Hill, Co Durham, DH6 3PS, U.K.

of the Licensed Products. Licensor shall have the right to inspect Licensee's books and records concerning sales of the Licensed Products upon written notice.

9.
Nothing herein shall be construed to constitute the parties hereto joint ventures, nor shall any similar relationship be deemed to exist between them. This agreement shall not be assigned in whole or in part without the prior written consent of the Licensor.

10.
In the event of an infringement of the rights granted under this license, Licensor and Licensee shall have the right to sue or take any action or proceeding jointly for the infringement and, after deducting the expenses of bringing suit, action or proceeding, to share equally in any rewards, and recoveries. If either party chooses not to join in the suit or take any such action or proceeding, the other party may elect to

proceed, bearing all the cost and expense with respect to suit and receiving all rewards and recoveries, provided that the relevant licensee shall pay the licensor the relevant royalty of the gross amount after deduction of any un-reimbursable costs and legal fees.

11.

This Agreement shall be governed by English Law and any dispute arising in connection herewith shall be submitted to the exclusive Jurisdiction of the appropriate English courts.

Bankers details HSBC Bank
21 Collyer Quay,
HSBC Building
Singapore 049320

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Account No **152-323143-270**
Branch Number 263
SWIFT Code: HSBCSGSG