

MASTER CAUSE-RELATED MARKETING AGREEMENT

This Master Cause-Related Marketing Agreement (this "Agreement"), dated as of April 24, 2020 (the "Effective Date"), by and between The Entertainment Industry Foundation ("Charity"), a California public benefit corporation, located at 10880 Wilshire Boulevard, Suite 1400, Los Angeles, CA 90024, and Mattel, Inc. ("Company"), a Delaware corporation, with offices at 333 Continental Boulevard, El Segundo, CA 90245.

WITNESSETH

WHEREAS, Charity is charitable organization recognized as exempt from federal income tax pursuant to section 501(c)(3) of the Internal Revenue Code whose mission is to mobilize and leverage the powerful voice and creative talents of the entertainment industry, as well as cultivate the support of organizations (public and private) and philanthropists committed to social responsibility, to build awareness and raise funds, and develop and enhance programs on the local, national and global level that facilitate positive social change;

WHEREAS, Company and Charity have agreed to conduct a cause-related marketing program with periodic promotions as hereinafter described to benefit Charity (each a "Promotion" and collectively the "Promotions");

WHEREAS, Company intends to donate to Charity a portion of the proceeds from certain sales of its products and services and/or certain other promotions as may be more fully described herein or in Promotion Addendum (defined below) entered into by the parties, from time to time during the Term (as defined below), pursuant to this Agreement;

WHEREAS, Charity intends to use the proceeds generated by the Promotions to further its charitable purposes in accordance with its tax-exempt mission;

WHEREAS, Charity owns certain materials, pictures, videos, logos, trademarks, service marks and trade names related to Charity and the Fund, including the "EIF Marks" and the "FRF Marks" as set forth on Schedule A hereto, as such Schedule A may be amended from time to time (the EIF Marks and the FRF Marks may be referred to collectively, the "Trademarks") together with the intellectual property rights therein; and

WHEREAS, Company wishes to license the Trademarks of the Charity in connection with each Promotion.

NOW THEREFORE, in consideration of the mutual representations, warranties, and covenants set forth herein and for other good and valuable consideration, the legal sufficiency of which is hereby acknowledged, the parties hereby agree as follows.

1. **Term.**

This Agreement shall commence on the Effective Date and shall continue for a period of one year unless earlier terminated in accordance with this Agreement as set forth in Section 8 below (the "Term").

2. **The Promotions.**

(a) **Description.** Each time the parties desire and agree to do a Promotion pursuant to this Agreement, they shall enter into an Addendum substantially in the form contained in Schedule B (each, a "Promotion Addendum"). The initial Promotional Addendum entered into between the parties is attached hereto as Schedule B. To the extent of a conflict between the terms of this Agreement and a Promotion Addendum, the terms of the Promotion Addendum shall govern and control.

- (b) Marketing and Publicity. Company shall have the sole control over the conduct of the Promotion, including, without limitation, the development and dissemination of Promotional Materials (as defined below), choice of promotional media and other details. Notwithstanding the foregoing, all language on marketing and publicity materials which utilize the Trademarks shall be subject to Charity's prior written approval with regard to the manner in which Charity is referenced, which approvals shall not be unreasonably withheld, conditioned or delayed, which approval may be in the form of an e-mail. Charity shall use its best efforts to respond to submissions for approval within two (2) business days of receipt. In no event and under no circumstances will Charity's silence or non-communication in response to any request, whether oral or written, by Company for approval of any materials or use of the Trademarks be deemed an approval by Charity. Once any particular Promotional Materials have been approved, they shall be deemed approved for all future uses and no further approvals shall be required. It is expressly understood and agreed that the Promotional Materials shall not suggest any endorsement of the Products (as such term is defined in the Promotion Addendum) by Charity.
- (c) Final Accounting & Payment. At the conclusion of each Promotion hereunder and no later than sixty (60) days after the end of each such Promotion or other period required under applicable law, Company shall calculate the total Promotion proceeds or purchases on a per unit basis (as applicable) and shall deliver the total donation amount or other items due to Charity for the Promotion, together with an accounting for the Promotion showing the Products sold or number of relevant transactions, total proceeds or other measurement amounts collected, total payments due to Charity and any set-offs and reasons therefor. Such accounting shall be sufficient for Charity to determine, acting reasonably, that the terms of the Promotion were adhered to accurately and completely. The payment of the total donation amount or other items being donated for the Promotion to the Charity may be made via wire transfer or other delivery mechanism chosen by Charity in Charity's reasonable discretion. Charity shall send Company a receipt confirming all payments or other items made hereunder.

3. Grant of License: Limitation of Rights: Acknowledgments.

- (a) License to Company. During the Term, Charity hereby grants to Company a non-exclusive, non-transferable, royalty-free, worldwide, non-assignable and non-sublicensable right and license to use the Trademarks in any and all media and manners and in connection with any Promotion that is the subject of a Promotion Addendum, which Promotion may involve the sale or advertising of toys and games in International Class 28. Company's rights under the license granted hereunder shall include the use of the Trademarks in connection with promotional materials, including, but not limited to, print, in-store, Internet and/or television advertisements, direct mail, email, telemarketing scripts, publicity materials and website materials (collectively, "Promotional Materials") used to promote the sale or use of the Products in connection with any Promotion. Company agrees that the nature and quality of goods/services sold or provided by Company in connection with the use of the Trademarks, as well as all related advertising, promotional and other related uses of the Trademarks by Company, including, but not limited to, the Promotional Materials, shall conform to commercially reasonable standards generally recognized in the toy industry and shall be in line with Company's standard practices for similar campaigns. Except as otherwise set forth in this Section 3(a) or otherwise set forth on a Promotion Addendum, Charity hereby reserves the right to use and grant to others the right to use the Trademarks, in each case, alone or in association with other marks or names for any purpose. Company hereby acknowledges and agrees that any and all goodwill that may result from Company's use of the Trademarks shall inure to the benefit of Charity.
- (b) License to Charity. If Charity issues, in its sole discretion, any statements recognizing or acknowledging Company for its support of Charity in connection with any Promotion as contemplated on a Promotion Addendum, Company hereby grants to Charity, during the Term, a non-exclusive revocable, limited, non-transferable, non-assignable, non-

sublicensable, royalty-free, worldwide, right and license to use its approved and designated names, marks, nicknames, slogans, emblems, logotypes, insignia, designs, devices, colors, artwork, coats of arms, trophies, uniforms, trademarks, trade names, service marks, trade dress, mascots (including all names and designs thereof), service marks, title treatment, and facilities names and designs (the "Company Marks") only in connection with, and solely to the extent necessary for Charity to fulfill Charity's obligations under the Promotion Addendum or as herein specified. Charity recognizes and acknowledges that: (i) it will not challenge or contest the exclusive ownership of the Company Marks by Company, or aid or abet anyone else in doing so; (ii) the goodwill associated with Charity's use of the Company Marks inure solely and exclusively to Company; and (iii) Charity will not acquire any rights to the Company Marks as a result of Charity's use thereof, and that all such use by Charity will inure to Company's benefit. Charity will ensure that any use of the Company Marks shall be in accordance with Company's internal usage guidelines, as same may be updated from time to time, and shall cause copyright, patent and trademark notices to appear in association with the Company Marks as may be required by applicable law and approved by Company.

- (c) Approvals. Charity will submit to Company, for Company's prior written review and approval, all proposed materials that in any manner incorporate the Company Marks, as well as any other uses of the Company Marks, prior to public display or distribution, which approvals shall not be unreasonably, withheld, conditioned or delayed, which approval may be in the form of an email. Company shall use its best efforts to respond to submissions for approval within two (2) business days of receipt. Once any particular use of Company Marks have been approved, they shall be deemed approved for all future uses and no further approvals shall be required. It is expressly understood and agreed that the proposed materials shall not suggest any endorsement of the Charity by Company or, vice versa, of Company by Charity. Exercise of Company's approval rights or Company's review and comment on any materials related to the Promotion will not under any circumstances void, nullify or constitute a waiver of Charity's indemnification obligations in this Agreement or of any of Company's rights. In no event and under no circumstances will Company's silence or non-communication in response to any request, whether oral or written, by Charity for approval of any materials or use of Company Marks be deemed an approval by Company.

4. Representations and Warranties.

- (a) Charity. Charity hereby represents and warrants to Company that as of the Effective Date and during the entirety of each Promotion hereunder: (i) Charity is a charitable organization in good standing and tax-exempt under Section 501(a) of the Internal Revenue Code as an organization described in Section 501(c)(3) of the Code, has made and completed all required registrations and filings applicable to a charity, has obtained such governmental approvals to solicit donations throughout the United States as may be required under applicable law and will obtain any others as may become necessary, and has the power and authority to enter into this Agreement and to perform its obligations hereunder; (ii) Charity is the owner of and has good and valid title to the EIF Marks, which are valid and enforceable and do not infringe upon or otherwise violate the intellectual property rights of any third party; (iii) Charity has the full and sufficient right and authority to grant to Company the license in the EIF Marks granted hereunder, which grant shall not violate the rights of any third party; (iv) Charity has submitted a Declaration To Perfect Application with the United States Patent and Trademark Office for the FRF Marks; (v) to Charity's knowledge, it is the owner of the FRF Marks and has good and valid title to the FRF Marks, which are valid and enforceable and do not infringe upon or otherwise violate the intellectual property rights of any third party and it has the full and sufficient right and authority to grant to Company the license in the FRF Marks granted hereunder; (vi) Charity will comply with, and perform its obligations consistent with, any and all laws, rules and regulations regarding this Promotion as applicable to Charity, including, without limitation, registration requirements pertaining to charities to solicit donations and conduct commercial co-ventures; and (vii) Charity shall comply, and shall ensure that each of its subcontractors and personnel complies, with all applicable anti-bribery and corruption laws in any capacity in connection with this Agreement. Violation of this

paragraph will constitute a material breach of the Agreement. To the extent that Charity learns that it is or believes it will be in breach of any of the representations and warranties herein, Charity will notify Company in writing of the breach or potential breach by Charity.

- (b) **Company.** Company hereby represents and warrants to Charity, that: (i) it is a corporation, validly existing and in good standing, (ii) it has made or will make all required registrations and filings applicable to commercial co-venturers or resulting from its conduct in connection with any Promotion, and it has obtained such governmental approvals as may be required under applicable law and will obtain any others as may become necessary, (iii) Company is the owner of and has good and valid title to the Company Marks, which are valid and enforceable and do not infringe upon or otherwise violate the intellectual property rights of any third party; (iv) Company has the full and sufficient right and authority to grant to Charity the license in the Company Marks granted hereunder, which grant shall not violate the rights of any third party; (v) it has the power and authority to enter into this Agreement and perform its obligations hereunder; and (v) it shall perform its obligations consistent, in all material respects, with applicable law.
- (c) **Additional Obligations.** In conducting this Promotion, both Charity and Company agree to comply in a timely manner with the requirements of state laws and regulations applicable to each respective party with respect to the performance of its obligations hereunder. The parties further acknowledge and agree that any Promotion set out in this Agreement may be subject to the requirements of the various state charitable co-venture laws. Company and Charity acknowledge that some states impose registration requirements on co-venturers and charities. Charity represents and warrants that it has complied with all federal and state laws allowing it to solicit funds. Charity agrees that it has and will continue to comply with all necessary registration requirements to validate the co-venturer relationship. New York law requires that written agreements for co-venture sales promotions conducted in the State of New York must include the following provision: that the charitable organization may cancel this contract without cost, penalty, or liability for a period of fifteen (15) days following the date in which the contract is filed with the New York Attorney General, if required. Notice of cancellation must be sent to New York Attorney General, Attorney General Letitia James, The Capitol, Albany, NY 12224-0341. Notwithstanding Section 14 of the Agreement, the Promotion will be subject to all applicable laws, including, but not limited to, Title 43, chapter 17 of the Georgia Code, Section 7:28 of the New Hampshire Statutes, and the New Jersey Charitable Registration and Investigation Act (N.J. Stat. § 45:17A-18 et seq.) and any rules adopted pursuant thereto. Charity's South Carolina registration number is P6272. In addition, for purposes of Georgia, New Hampshire, and North Carolina law, Company shall set forth the estimated number of products to be sold during each Promotion as part of each such Promotion's Promotion Addendum. In addition, for purposes of Georgia, New Hampshire, and North Carolina law, Company shall set forth the estimated number of products to be sold during each Promotion as part of each such Promotion. Each party shall be responsible for complying, at its own expense, with all requirements imposed by law or regulation on each of them individually as a result of their respective roles in the promotion, including, but not limited to, any obligation to register, post bonds, or take other actions under state law as a charity or a commercial co-venturer.

5. **Limitation of Warranties.** EXCEPT AS EXPRESSLY SET FORTH IN SECTION 4 ABOVE, EACH PARTY EXPRESSLY DISCLAIMS ANY FURTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
6. **Indemnification.** Each party hereby agrees, at its expense, to defend, indemnify and hold harmless the other party and its respective affiliates, subsidiaries, directors, officers, employees and agents from and against any claims, losses, damages, expenses and other liabilities, including, without limitation, reasonable attorney's fees and expenses arising from or based in any way on a third party claim to the extent arising from a breach by such party of its representations, warranties, and covenants given herein or any other breach of this Agreement,

its gross negligence or willful misconduct. In addition and without limiting the foregoing, Charity agrees, at its expense, to defend, indemnify, and hold harmless Company, its respective affiliates, subsidiaries, directors, officers, employees, and agents from and against any third-party claims, losses, damages, expenses, and other liabilities arising from Company's use of the FRF Marks, in the event such use of the FRF Marks violates or otherwise infringes upon such third party's intellectual property rights in the FRF Marks. The foregoing indemnity obligations shall be contingent upon: (i) the party seeking indemnification (the "Indemnified Party") giving prompt written notice of a claim to the other party (the "Indemnifying Party"); (ii) the Indemnifying Party having the right to control the defense and settlement of any such claim with counsel of its own choice; and (iii) the Indemnified Party reasonably cooperating with the Indemnifying Party at its expense. Notwithstanding the foregoing, the Indemnifying Party shall, in settling any claim or discontinuing any action, reasonably endeavor to minimize any costs to the Indemnified Party and shall not, without the prior written consent of the Indemnified Party, enter into any stipulation or settlement that includes any obligation by the Indemnified Party.

7. **Limitation on Liability.** IN NO EVENT SHALL EITHER PARTY, OR ITS RESPECTIVE AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS, BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS) ARISING OUT OF THIS AGREEMENT (WHETHER FOR BREACH OF CONTRACT, TORT, NEGLIGENCE OR OTHER FORM OF ACTION), THE PERFORMANCE OR TERMINATION HEREOF, AND IRRESPECTIVE OF WHETHER SUCH PARTY HAS BEEN ADVISED, OR SHOULD HAVE KNOWN, OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY'S MAXIMUM AGGREGATE LIABILITY IN CONNECTION WITH EACH PROMOTION UNDER THIS AGREEMENT EXCEED THE ACTUAL DONATION AMOUNT DONATED BY COMPANY TO CHARITY FOR THE PROMOTION AS CONTEMPLATED IN THE APPLICABLE SCHEDULE B ADDENDUM, EXCEPT IN THE EVENT OF LIABILITY ARISING OUT OF (i) A CLAIM BY A THIRD PARTY RELATING TO AN INFRINGEMENT OF, OR OTHER VIOLATION OF, ITS INTELLECTUAL PROPERTY RIGHTS OR (ii) A BREACH BY THE INDEMNIFYING PARTY OF ITS CONFIDENTIALITY OBLIGATIONS HEREUNDER.

8. **Termination; Rights And Obligations Upon Termination.**

- (a) Company shall have the right to terminate this Agreement, including any Promotion Addendum, for any reason, upon at least fifteen (15) days prior written notice to Charity. Charity shall have the right to terminate this Agreement, for any reason, upon at least fifteen (15) days prior written notice to Company in the event no Promotion Addendum is actively in place between the parties.
- (b) Each party shall have the right to immediately terminate this Agreement, including any Promotion Addendum, upon the breach by the other party of any of its representations, warranties, or covenants given hereunder.
- (c) Each party shall have the right to immediately terminate this Agreement, including any Promotion Addendum, upon the other party's failure to comply with its obligations set forth in a Promotion Addendum.
- (d) Each party shall have the right to immediately terminate this Agreement if the other party, the Promotion or any cause supported by the other party, becomes the subject of adverse publicity, including without limitation, criminal or other allegation, which in the sole discretion of the terminating party is or may be detrimental to the reputation or goodwill of the terminating party, or intended purpose of the Promotion.
- (e) Upon expiration or termination of this Agreement for any reason: (i) Company's license to use the Trademarks shall immediately and automatically terminate; (ii) all rights in the

Trademarks granted to Company, including any associated goodwill, under this Agreement, shall revert to Charity; and (iii) Company shall, within a reasonable period of time, but in no event more than ninety (90) days from the termination or expiration, discontinue using the Trademarks, destroy all Promotional Materials utilizing the Trademarks and, if requested by Charity, provide confirmation of same to Charity.

- (f) Notwithstanding any other provision of this Agreement or of any Promotion Addendum, upon expiration or the termination of this Agreement, or any Promotion Addendum, for any reason, Company shall have a period of ninety (90) days (the "Wind-Down Period") from the termination of this Agreement, during which Wind-Down Period Company shall be permitted to continue using the Trademarks in accordance with the terms of this Agreement for the purpose of disseminating Promotional Materials already in inventory, in production or which Company has ordered from a third party, without the right to cancel without penalty, on the date of receipt by Company of a notice of termination. During the Wind-Down Period each party's rights and obligations hereunder shall remain in force until conclusion thereof.
- (g) The parties agree to maintain copies of this Agreement for no less than three (3) years from the date of termination of the Agreement and to maintain accurate records relating to this Agreement for three (3) years following the expiration or termination of the Agreement.
9. **Recordkeeping.** During a Promotion, Company shall maintain records concerning the sales of Products and, upon thirty (30) days prior notice, shall provide Charity, at its sole cost and expense, one time during each Promotion, with reasonable access, at Company's premises, during regular business hours to review relevant records solely necessary to verify the sums or other items due as the donation hereunder.
10. **Ownership of Materials.** Charity acknowledges that it has no right, title or interest, and agrees that it will not claim any, in or to the materials produced hereunder, or in or to any of Company's name, logo, trademarks, service marks, trade names or copyrights, including, but not limited to, the Company Marks. Company acknowledges that it has no right, title or interest, except as set forth in this Agreement, and agrees that it will not claim any, in or to any of Charity's logo, trademarks, service marks, or trade names, including, but not limited to, the Trademarks. All materials created by or for Charity hereunder in connection with any Promotion, including, but not limited to, all matter created which is subject to copyright, patent or trademark (collectively, "Property"), is the property of Company; provided, however, that all materials owned by Charity at the date hereof, including the Trademarks, or hereafter acquired by Charity from third parties (collectively, "Charity Materials"), including, but not limited to, logos, trademarks, service marks and all rights appurtenant thereto, shall be the property of Charity notwithstanding that it may be used in Company's Property; provided, however, Charity grants Company a perpetual, irrevocable, worldwide, royalty-free, transferable, assignable, non-exclusive right, license, and permission to use (including the right to grant multiple level sublicenses), distribute, edit, modify, and otherwise exploit the Charity Materials, in whole or in part, in all media now known or hereafter invented, discovered, or devised, as incorporated into the Property. All such Company Property shall be deemed to be created as a "work made for hire" within the meaning of the Copyright law and all rights to copyright shall be vested entirely in Company. If for any reason Company may not be deemed to have commissioned a "work made for hire," and its rights to copyright are thereby in doubt, this Agreement shall constitute an irrevocable assignment of all rights in the copyright of the Property prepared for Company, including "moral rights." The parties intend that any and all rights to the Property are to be conveyed to Company in full.
11. **Confidentiality.** As part of each party's obligations hereunder, a party may come into possession of information or data which are trade secrets, know how, confidential information or materials otherwise considered secret by the disclosing party (the "Confidential Information"). During the Term and thereafter, the party receiving such Confidential Information agrees: (a) to maintain all aspects of its obligations and activities in the Promotion (including the terms of this Agreement) in the utmost of confidence; (b) to only use the disclosing party's Confidential Information to the extent that same is required for the receiving party to perform its obligations

pursuant to this Agreement; (c) not to disclose the disclosing party's Confidential Information to any person; and (d) to take all measures reasonably necessary, and at minimum such measures that it would take to protect its own confidential information, to protect the disclosing party's Confidential Information.

12. **Independent Contractors.** The parties are acting as independent contractors under this Agreement and nothing herein shall be construed to create a partnership, joint venture or agency relationship between Company on one hand and Charity on the other. Neither party has authority to enter into an agreement of any kind on behalf of the other.
13. **Assignment; Binding Effect.** Neither party may assign this Agreement without the prior written consent of other party, except to a successor of substantially the entire business of the assigning party. Any assignment in violation of this provision shall be of no force or effect. The terms of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties, their successors and permitted assigns.
14. **Choice of Law; Forum.** This Agreement, its interpretation, performance or breach hereof shall be construed in accordance with the laws of the State of California, without regard to its conflict of laws principles. Notwithstanding the foregoing, any Promotion may be subject to the state laws in which the advertising is disseminated, except to the extent that any such states are voided in the Promotion. The parties hereby agree that any legal action in connection with this Agreement shall be brought in the federal or state courts of Los Angeles County, California and the parties hereby consent to personal jurisdiction and venue therein.
15. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.
16. **No Waiver.** The waiver by a party of a breach or a default of any provision of this Agreement by the other party shall not be construed as a waiver of any succeeding breach of the same or any other provision, nor shall any delay or omission on the part of a party to exercise or avail itself of any right, power or privilege that it has, or may have hereunder, operate as a waiver of any right, power or privilege by such party.
17. **Severability.** Each provision of this Agreement shall be severable from every other provision of this Agreement for the purpose of determining the legal enforceability of any specific provision.
18. **Notices.** All notices required to be given under this Agreement shall be given in writing and delivered either by hand, by certified mail, return receipt requested, postage pre-paid, by Federal Express, or other recognized overnight delivery service, all delivery charges pre-paid, and addressed to the parties at the respective addresses set forth below or at such other address as the intended recipient may specify in a notice pursuant to this Section:

If to Company:

Mattel, Inc.
333 Continental Boulevard
El Segundo, CA 90245
Attn: Shari Wollman
Title: Vice President
Email Address: shari.wollman@mattel.com


If to Charity:

Entertainment Industry Foundation
10880 Wilshire Boulevard, Suite 1400
Los Angeles, CA 90024
Attention: Deborah Morrison
Title: Chief Financial Officer
Email Address: dmorrison@eifoundation.org


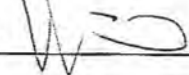
19. **Entire Agreement.** This Agreement, together with all Schedules hereto, all of which are made a part hereof and incorporated herein, constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement may not be modified or amended except by a writing signed by both parties.
20. **Headings.** The Section headings appearing in this Agreement are for convenience only and should not be considered as substantive parts of the Agreement.
21. **Survival.** The indemnification, limitations of liability and warranty, representations and warranties, confidentiality and choice of law/forum provisions shall survive the termination or expiration of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Mattel, Inc.

By: 
Name: Charles E. Scovro
Title: SVP, GM Fisher Price

The Entertainment Industry Foundation

By: 
Name: Nicole Sexton
Title: President and CEO
By: 
Name: Deborah Morrison
Title: CFO

SCHEDULE B

PROMOTION ADDENDUM

ADDENDUM #1

This Addendum #1 (this "Addendum"), effective April 24, 2020 (the "Addendum Effective Date"), is entered into by and between Mattel, Inc. ("Company" or "Mattel") and The Entertainment Industry Foundation ("Charity"), pursuant to that certain Master Cause-Related Marketing Agreement, between the parties, dated, as of April 17, 2020 (the "Agreement"), as amended, for the purpose of adding an additional Promotion to the Agreement between the parties in connection with Mattel's support of Charity in connection with the following campaign:

1. Name of Promotion. Fisher-Price #ThankYouHeroes (or other name selected by Mattel in its sole discretion ("Campaign"))
2. Products. The Fisher-Price products specifically identified on Exhibit "A", which is attached hereto and incorporated herein by this reference ("Products"). Company estimates that it will sell 50,000 Products during the Campaign Period, which estimate is not legally binding on Company and shall in no way commit Company to a donation to Charity based on such estimated sales; this estimate is provided for only purposes of compliance with state laws (pursuant to Section 4(c) of the Agreement).
3. Description & Public Representation of the Campaign. In furtherance of Mattel's commitment to help first responders serving the nation during the time of the COVID-19 pandemic, Mattel will donate \$15.00 to the Charity's #FirstRespondersFirst Fund from every Product sold to customers located in the Territory, during the Campaign Period (defined below), on the website located at shop.mattel.com (each a "Qualifying Transaction"). Charity agrees that the funds donated by Mattel in connection with the Campaign will be used by Charity solely for the benefit of the #FirstRespondersFirst Fund, including any reasonably necessary administrative expenses solely related to the Fund, but which shall not be applied towards any general expenses of Charity.
4. Promotional Activities to be Conducted by Mattel. The range of possible promotional efforts that will be undertaken by Mattel to promote the Campaign may include the following: press releases, in-store signage, digital media, online, TV advertisements, digital promotions (including social media, email campaigns), print, out of home, public relations, on-package, and other in-store marketing efforts (point-of-sale materials, etc.).
5. Marketing and Sales Territory. United States ("Territory").
6. Campaign Period. April 29, 2020 – May 31, 2020 (or such other later date if extended by Mattel in its sole discretion) ("Campaign Period").
7. Donation Proceeds. Mattel agrees to donate the proceeds of the Campaign, calculated as per the formula set forth in Section 3 above, and to provide a final written accounting on a per unit basis, which will be sufficient for Charity (acting reasonably) to determine that the terms of the Campaign, and any public representations made related thereto, have been adhered to accurately and completely, within sixty (60) days following conclusion of the Campaign Period or other period required to comply with applicable law. The donation will be paid by check or wire transfer, in Charity's discretion, to: Entertainment Industry Foundation, 10880 Wilshire Blvd., Suite 1400, Los Angeles, CA 90024, Attention: Deborah Morrison, CFO.
8. Exclusive Rights. During the Campaign Period, Charity agrees not to grant any rights to use the Trademarks to a third party in connection with a promotion in the Category (as defined below). Thus, Charity agrees that, during the Campaign Period, it shall not participate in any consumer-facing television commercial, digital advertising or promotional fundraising campaign that is substantially similar to the

SCHEDULE A
TRADEMARKS

The EIF Marks:

EIF



ENTERTAINMENT INDUSTRY FOUNDATION

The FRF Marks:

FIRST RESPONDERS FIRST



Promotion. For the purposes of this Agreement, the term "Category" shall include the following: toys and games in International Class 28.

9. Charity Obligations of the Parties. In addition to responsibilities described elsewhere in the Agreement or herein, Charity will have the following duties and obligations under this Addendum

i. Charity will coordinate directly with Company to provide name, logos, and assets of the Charity and the Fund in order to fully effectuate the Promotion and the marketing thereof. Charity shall further use best efforts to facilitate the participation of Creative Artists Agency, LLC ("CAA"), Thrive Global Holdings, Inc. ("Thrive"), and Harvard University ("Harvard", and, singularly or together with CAA and Thrive, the "FRF Related Parties") in promoting the Promotion (such as through publication of social posts, email communications, or the inclusion of a website link to the Promotion). The participation of any FRF Related Party shall at all times be subject to each FRF Related Party's availability and written consent to participate in the Promotion as herein described. Charity shall further use best efforts to have each FRF Related Party provide the necessary licenses to Company, including but not limited to any licenses necessary to use the name and marks of any FRF Related Party, in order for Company to reference such FRF Related Party in connection with the Fund or the Promotion.

ii. Charity, subject to Mattel's prior written approval, will recognize and acknowledge Mattel as the sponsor of the Campaign through its social media channels, as follows: a minimum of one (1) post per week during the Campaign Period from each of Charity's official Facebook, Twitter and Instagram accounts regarding the Promotion, with each post utilizing the hashtag ThankYouHeroes. Mattel will be free to share, interact with, white label or comment on any social media post posted by Charity.

iii. During the entire Campaign Period, Charity, subject to Mattel's prior written approval, will recognize and acknowledge Mattel for its support of Charity through the Campaign on its website(s), including the EIF and #FirstRespondersFirst Fund websites.

iv. Charity will send, at the start of the Campaign and at least one additional time during the Campaign Period, an email, pre-approved by Mattel in writing, to their donor email marketing list recognizing or acknowledging Mattel's support of the Charity through the Campaign.

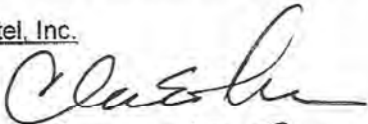
Except as otherwise provided herein, all other terms and conditions of the Agreement and any subsequent amendments remain in full force and effect.

Mattel, Inc.

By:

Name:

Title:


Charles E. Scovier
SVP, GM Fisher Price

The Entertainment Industry Foundation

By:

Name:

Title:

By:

Name:

Title:


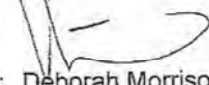

Nicole Sexton
President and CEO

Deborah Morrison
CFO

Exhibit "A"

Fisher-Price® #ThankYouHeroes Campaign Participating Products

SKU	DESCRIPTION	PRICE	Donation
GYJ27	RESCUE HEROES® FIRST RESPONDERS DOCTOR FIG #1	\$20	\$15
GYJ28	RESCUE HEROES® FIRST RESPONDERS DOCTOR FIG #2	\$20	\$15
GYJ29	RESCUE HEROES® FIRST RESPONDERS DOCTOR FIG #3	\$20	\$15
GYJ30	RESCUE HEROES® FIRST RESPONDERS DOCTOR FIG #4	\$20	\$15
GYJ31	RESCUE HEROES® FIRST RESPONDERS NURSE FIG #1	\$20	\$15
GYJ32	RESCUE HEROES® FIRST RESPONDERS NURSE FIG #2	\$20	\$15
GYJ33	RESCUE HEROES® FIRST RESPONDERS NURSE FIG #3	\$20	\$15
GYJ34	RESCUE HEROES® FIRST RESPONDERS NURSE FIG #4	\$20	\$15
GYJ35	RESCUE HEROES® FIRST RESPONDERS DELIVERY FIG #1	\$20	\$15
GYJ36	RESCUE HEROES® FIRST RESPONDERS DELIVERY FIG #2	\$20	\$15
GYJ37	RESCUE HEROES® FIRST RESPONDERS DELIVERY FIG #3	\$20	\$15
GYJ38	RESCUE HEROES® FIRST RESPONDERS DELIVERY FIG #4	\$20	\$15
GYJ39	RESCUE HEROES® FIRST RESPONDERS EMT FIG #1	\$20	\$15
GYJ40	RESCUE HEROES® FIRST RESPONDERS EMT FIG #2	\$20	\$15
GYJ41	RESCUE HEROES® FIRST RESPONDERS EMT FIG #3	\$20	\$15
GYJ42	RESCUE HEROES® FIRST RESPONDERS EMT FIG #4	\$20	\$15
GHY96	LITTLE PEOPLE® COMMUNITY CHAMPIONS	\$20	\$15

AMENDMENT TO PROMOTION ADDENDUM #1

THIS AMENDMENT TO PROMOTION ADDENDUM #1 (the "Amendment") is made and entered into as of May 19, 2020 (the "Amendment Effective Date"), by and between Mattel, Inc. ("Company" or "Mattel") and The Entertainment Industry Foundation ("Charity").

A. Company and Charity have previously entered into: (i) that certain Master Cause-Related Marketing Agreement, between the parties, dated as of April 24, 2020 (the "Master Agreement"); and (ii) that certain Promotion Addendum #1, effective April 24, 2020 attached to the Master Agreement (the "Promotion Addendum") (the Master Agreement and the Promotion Addendum are collectively referred to herein as the "Agreement").

B. The parties hereto now wish to amend the Promotion Addendum to add additional Products to the Campaign on the terms and conditions set forth herein.

In consideration of the mutual promises contained in this Amendment and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Except as expressly defined in this Amendment, all capitalized terms used herein shall have the meaning ascribed to them in the Agreement.

2. Section 2 of the Promotion Addendum shall be deleted in its entirety and replaced with the following new Section 2:

"2. Participating Products. The Company products specifically identified on Exhibit "A", which is attached hereto and incorporated herein by this reference ("Products"). Company estimates that it will sell 110,000 Products during the Campaign Period, which estimate is not legally binding on Company and shall in no way commit Company to a donation to Charity based on such estimated sales; this estimate is provided for only purposes of compliance with state laws (pursuant to Section 4(c) of the Agreement)."

3. The first sentence of Section 3 of the Promotion Addendum shall be deleted and replaced with the following new first sentence:

"In furtherance of Mattel's commitment to help first responders serving the nation during the time of the COVID-19 pandemic, Mattel will donate the specified amount listed on Exhibit "A" to the Charity's #FirstRespondersFirst Fund from every Product sold to customers located in the Territory, during the Campaign Period (defined below), on the website located at shop.mattel.com (each, a "Qualifying Transaction")."

4. The original Exhibit "A" attached to the Promotion Addendum shall be deleted in its entirety and replaced with the new Exhibit "A" attached to this Amendment.

5. This Amendment and the Agreement set forth the parties' entire agreement with respect to the subject matter thereof. Except as expressly modified hereby, the Agreement remains unmodified and each party's rights and obligations thereunder remain in full force and effect. In the event of a conflict between any term or condition set forth in this Amendment and the Agreement, the terms and conditions of this Amendment shall govern and prevail. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument. A facsimile signature shall be deemed an original signature.

* * * * *

[Signature Page Follows]

IN WITNESS WHEREOF, intending to be legally bound, the parties have executed this Amendment as of the Amendment Effective Date.

MATTEL INC.

By: Chuck Scothon
Name and Title: Chuck Scothon, GM FP & Global Head-IPS
Date: 5/18/2020

THE ENTERTAINMENT INDUSTRY FOUNDATION

By: [Signature]
Name and Title: Nicole Sexton, President and CEO
Date: [Signature]
By: [Signature]
Name and Title: Deborah Morrison, CFO
Date: 5/15/2020

326284953.1

Exhibit "A"

#ThankYouHeroes Participating Products

SKU	DESCRIPTION	PRICE	% Donation
GYJ27	RESCUE HEROES® FIRST RESPONDERS DOCTOR FIG #1	\$20	\$15
GYJ28	RESCUE HEROES® FIRST RESPONDERS DOCTOR FIG #2	\$20	\$15
GYJ29	RESCUE HEROES® FIRST RESPONDERS DOCTOR FIG #3	\$20	\$15
GYJ30	RESCUE HEROES® FIRST RESPONDERS DOCTOR FIG #4	\$20	\$15
GYJ31	RESCUE HEROES® FIRST RESPONDERS NURSE FIG #1	\$20	\$15
GYJ32	RESCUE HEROES® FIRST RESPONDERS NURSE FIG #2	\$20	\$15
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GYJ37	RESCUE HEROES® FIRST RESPONDERS DELIVERY FIG #3	\$20	\$15
GYJ38	RESCUE HEROES® FIRST RESPONDERS DELIVERY FIG #4	\$20	\$15
GYJ39	RESCUE HEROES® FIRST RESPONDERS EMT FIG #1	\$20	\$15
GYJ40	RESCUE HEROES® FIRST RESPONDERS EMT FIG #2	\$20	\$15
GYJ41	RESCUE HEROES® FIRST RESPONDERS EMT FIG #3	\$20	\$15
GYJ42	RESCUE HEROES® FIRST RESPONDERS EMT FIG #4	\$20	\$15
GHY96	LITTLE PEOPLE® COMMUNITY CHAMPIONS	\$20	\$15
GYH58	Mega Construx™ Thank You Heroes Building Set	\$20	\$15
GYH59	Mega Construx™ Thank You Heroes Building Set	\$20	\$15
GYM41	Matchbox® Frontline Heroes Vehicles Gift Set	\$20	\$15
GYW18	Uno® Thank You Heroes Tin	\$10	\$8

SCHEDULE B

PROMOTION ADDENDUM

ADDENDUM #2

This Addendum #2 (this "Addendum"), effective as of July 17, 2020 (the "Addendum Effective Date"), is entered into by and between Mattel, Inc. ("Company" or "Mattel") and The Entertainment Industry Foundation ("Charity"), pursuant to that certain Master Cause-Related Marketing Agreement, between the parties, dated, as of April 24, 2020 (the "Agreement"), as amended, for the purpose of adding an additional Promotion to the Agreement between the parties in connection with Mattel's support of Charity in connection with the following campaign:

1. Name of Promotion. Mattel Face Mask (or other name selected by Mattel, in its sole discretion ("Campaign"))
2. Products. Disposable and reusable face coverings (each a "Product") featuring licensed characters and logos from the following Mattel brands that will be sold in connection with the Campaign from time to time during the Campaign Period (defined below): Barbie, Hot Wheels, Polly Pocket, Magic 8 Ball, UNO and Thomas & Friends (and others selected by Mattel during the Campaign Period).
3. Description & Public Representation of the Campaign. In furtherance of Mattel's commitment to help first responders serving the nation during the time of the COVID-19 pandemic, for each Product sold to consumers located in the Territory, during the Campaign Period (defined below), Mattel will donate fifty percent of its royalty revenue earned from the sale of each Product (estimated between 17 cents to 37 cents per Product), to Charity's #FirstRespondersFirst Fund (each a "Qualifying Transaction"). The Product may be sold at Walmart, Forever 21, Walgreens, and Target stores (and other retailers selected by Mattel) throughout the Territory. Charity agrees that the funds donated by Mattel in connection with the Campaign will be used by Charity solely for the benefit of the #FirstRespondersFirst Fund.
4. Promotional Activities to be Conducted by Mattel. The range of possible promotional efforts that will be undertaken by Mattel to promote the Campaign, utilizing Charity's name and logo, can include the following: press releases, in-store signage, digital media, online, digital promotions (including social media), email, public relations, and other in-store marketing efforts (point-of-sale materials, etc.).
5. Marketing and Sales Territory. United States ("Territory").
6. Campaign Period. August 1, 2020 – December 31, 2021 (or such other later date if extended by Mattel in its sole discretion) ("Campaign Period").
7. Donation Proceeds. Mattel agrees to donate the proceeds of the Campaign, calculated as per the formula set forth in Section 3 above, and to provide a final written accounting on a per unit basis, which will be sufficient for Charity (acting reasonably) to determine that the terms of the Campaign, and any public representations made related thereto, have been adhered to accurately and completely, within sixty (60) days following conclusion of the Campaign Period or other period required to comply with applicable law. The donation will be paid by check or wire transfer, in Charity's discretion, to: Entertainment Industry Foundation, 10880 Wilshire Blvd., Suite 1400, Los Angeles, CA 90024, Attention: Deborah Morrison, CFO.
8. Exclusive Rights. During the Campaign Period, Charity, without the prior written approval of Mattel, agrees not to grant any rights to use the Trademarks to a third party in connection with a promotion in the Category (as defined below). Thus, Charity agrees that, during the Campaign Period, it shall not participate in any consumer-facing television commercial, digital advertising or promotional fundraising campaign that is substantially similar to the Promotion. For the purposes of this Agreement, the term "Category" shall include the following: PPE (personal protective equipment).
9. Charity Obligations of the Parties. In addition to responsibilities described elsewhere in the Agreement or herein, Charity will have the following duties and obligations under this Addendum

i. Charity will coordinate directly with Company to provide name, logos, and assets of Charity and the Fund in order to fully effectuate the Promotion, and the marketing and promotion thereof.

ii. Charity, subject to Mattel's prior written approval, will recognize and acknowledge Mattel as the sponsor of the Campaign through its social media channels, as follows: a minimum of one (1) post per week during the Campaign Period from each of Charity's official Facebook, Twitter and Instagram accounts regarding the Promotion, with each post utilizing the hashtag #thankyouheroes. Mattel will be free to share, interact with, white label or comment on any social media post posted by Charity.

iii. During the entire Campaign Period, Charity, subject to Mattel's prior written approval, will recognize and acknowledge Mattel for its support of Charity through the Campaign on its website(s) (e.g., EIF and #FirstRespondersFirst Fund).

iv. Charity will send, at the start of the Campaign and at least one additional time during the Campaign Period, an email, pre-approved by Mattel in writing, to their donor email marketing list recognizing or acknowledging Mattel's support of the Charity through the Campaign.

10. Compliance with Law. The following provisions are needed to comply with the commercial co-venture laws of the states listed below, and apply only to the activities of the Promotion carried on in those states:

a. For purposes of Georgia only, the following provisions shall apply:

i. The estimated number of Qualifying Transactions as part of the Campaign is one million. The estimate provided is not a guarantee of specific unit sales, and is not legally binding upon the parties.

b. For purposes of New Hampshire only, the following provisions shall apply:

i. The estimated number of Qualifying Transactions as part of the Campaign is one million. The estimate provided is not a guarantee of specific unit sales, and is not legally binding upon the parties.

c. For purposes of North Carolina only, the following provisions shall apply:

i. The Campaign is not based on the projected amount of gross sales from the Promotion, but on the number Qualifying Transactions expected during the Campaign Period. The estimated number of Qualifying Transactions as part of the Campaign is one million.

d. For purposes of South Carolina only, the following provisions shall apply:

i. The registration number of Charity is P6272.

Except as otherwise provided herein, all other terms and conditions of the Agreement and any subsequent amendments remain in full force and effect.

Mattel, Inc.

By: Diane M. Reichenberger

Name: Diane M. Reichenberger

Title: Vice President
Consumer Products

The Entertainment Industry Foundation

By: 

Name: NICOLE SEXTON

Title: CHIEF EXECUTIVE OFFICER AND
PRESIDENT

By: 

Name: SABINA MARSHALL

Title: CHIEF FINANCIAL
OFFICER

Signature: *Diane M. Reichenberger*

Email: diane.reichenberger@mattel.com