

EXHIBIT 1

MANUFACTURER'S AGREEMENT

MLA _____

This AGREEMENT, ***dated as of*** _____, **2020** is made by and between MGA Entertainment, Inc. ("MGA") 9220 Winnetka Avenue, Chatsworth, CA U.S.A. 91311 and ***[insert Manufacturer Full name and FULL address]*** (hereinafter "Company").

1. **APPROVAL GRANTED:** Reference is made to that certain Merchandising License Agreement ("MLA") ***dated as of [insert date of MLA for this manufacturing agreement refers to]*** between MGA, as Licensor, and ***[Insert name of Licensee]*** ("Licensee") granting Licensee the right to manufacture: ***[insert exact Licensed Articles from MLA list of articles that THIS manufacturer is producing]*** hereinafter referred to as the "Licensed Articles". Licensee has advised MGA Entertainment, Inc. that Licensee desires to use the services of Company to manufacture the Licensed Articles. Based upon Licensee's selection and endorsement as stated in the MLA, MGA has approved Company to act for Licensee as the manufacturer of the Licensed Articles, subject to all terms and conditions state herein.

2. **REPRESENTATIONS, WARRANTIES AND OBLIGATIONS OF COMPANY:** Company hereby represents, warrants and agrees that:

a. Company shall only manufacture the Licensed Articles as and when directed by Licensee. Any act of manufacturing of the Licensed Articles by Company without the direction of the Licensee or of other articles or products bearing the artistic work, design, trade mark, trade name, logo or packaging of the Licensed Articles shall constitute infringement of the intellectual property rights of MGA in which event Company shall be liable to MGA for all losses and damages suffered by MGA and MGA shall have the right to dispose of such unauthorized or infringing articles or products at its absolute discretion without payment or compensation to Company;

b. Company shall manufacture the Licensed Articles in accordance with all requirements imposed by Licensee, including without limitation any requirements regarding (i) compliance with all laws, regulations and governmental rules, health, safety and testing standards applicable to the Licensed Articles and/or their manufacture, and (ii) affixing notices such as copyright, trademark, patent or other proprietary notices to the Licensed Articles as may be designated by MGA;

c. Company shall not display the Licensed Articles to businesses, at trade shows, or trade fairs as examples of its work product;

d. Company shall not sell or distribute any Licensed Articles (including, but not limited to, first quality, second quality, damaged or production overruns) to any person or business entity other than Licensee; and Licensee and Company agree that they shall be jointly and severally liable to MGA in monetary damages for any unauthorized sale or distribution of such Licensed Articles by Company. (Such monetary damages shall be not less than the total number of Licensed Articles sold and/or distributed by Company divided by the total number of Licensed Articles sold and/or shipped by Licensee, multiplied by the Guarantee as stated in the Agreement.);

e. Company shall look solely to Licensee for any sums due Company, including sums due for the manufacture of Licensed Articles;

f. Company shall acquire no proprietary rights of any kind or nature, including without limitation copyright, patent, trademark or other intellectual property rights, in the Licensed Articles, and Company acknowledges and agrees that all such rights shall vest solely and exclusively with MGA;

g. Company shall allow MGA's employees, representatives or agents to enter the Company's factory or other premises to inspect the factory lines, products and documents in relation to the Licensed Articles with a 24-hour prior notice (except in emergency cases no such notice is required) and to make records, take photos, take away samples of products, documents or materials and/or obtain from Company such information or documents relating to the Licensed Articles as MGA may request;

h. The approval by MGA has been granted on a non-exclusive basis and shall be valid only during the subsistence of the MLA. This Agreement can be terminated (i) forthwith at any time by MGA giving notice of termination in writing to Company, (ii) automatically without notice upon the expiration or sooner termination of the MLA or (iii) immediately upon breach of any terms of this Agreement by Company. Termination of this Agreement shall not affect or prejudice the rights of MGA accrued on or before termination;

i. Company shall not delegate the subject matter of this Agreement, nor assign in whole or in part the rights and obligations of this Agreement, to any third party;

j. Company acknowledges and agrees that it has read MGA's Code of Conduct for manufacturers attached hereto, and will comply with all provisions therein. Company will promptly notify MGA in writing if any failures to comply occur during the Term of the MLA.

k. This Agreement shall constitute the entire understanding of the parties with respect to the subject matter of this Agreement, superseding all prior and contemporaneous promises, agreements and understandings, whether written or oral pertaining thereto; and

l. This Agreement will be governed by and construed in accordance with federal laws of the United States and the laws of the State of California applicable to agreements entered into, and to be performed entirely, within California without regard to choice of law provisions and regardless of the place or places of its actual execution or performance. Any suit, action or proceeding between or among any of the parties hereto arising out of or related to this Agreement shall be brought solely in the United States District Court, Central District of California, or the Courts of the State of California in Los Angeles County, and Company hereby submits to the personal jurisdiction thereof and agrees to such court as the appropriate venue. Notwithstanding the foregoing, Company agrees that for any breach by Company of the foregoing provisions, MGA may commence suit in any state or country where Company maintains its principal place of

business or its manufacturing facilities. If any legal action or any other proceeding is brought for the enforcement of this Agreement, or if a dispute arises under this Agreement, the successful or prevailing party shall be entitled to recover actual attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.

ACCEPTED AND AGREED:

[Insert complete name of Manufacturer and ALL information below] ("Company")

Signature: _____

Title: _____

Telephone Number: _____

Fax Number: _____

Contact name: _____

E-mail address: _____

Date: _____

EXHIBIT 1-A

MGA CODE OF CONDUCT FOR MANUFACTURERS

MGA Entertainment, Inc., along with its subsidiary The Little Tikes Company, and affiliated companies (collectively "MGA") strives to conduct its business in accordance with high ethical and business standards, and seeks to have its vendor, supplier and licensee partners ("Partners") conduct themselves in the same manner. MGA wants consumers to have confidence that products bearing the MGA name are manufactured in accordance with these principles and are not made under inhumane or exploitative conditions. Participation in this program and adherence to these principles is mandatory for all MGA Partners. By signing below and returning a copy to MGA, you acknowledge receipt of a copy of this Code of Conduct, and that you understand and will adhere to MGA's requirements.

1. **Forced Labor** - There will not be any use of forced, prison or indentured labor in the production of MGA products*. All employment, including overtime, shall be on a voluntary basis.
2. **Child Labor** - The use of child labor is prohibited. No person shall be employed in a factory that produces or manufactures any MGA product at an age younger than sixteen**, or younger than the age for completing compulsory education in the country of manufacture where such age is higher.
3. **Working Hours and Compensation** - Partners must comply with all applicable national and local wage and hour laws, including minimum wage laws, or shall be consistent with the prevailing industry wage standards, if higher. Employee benefits shall be provided in accord with national and local requirements. Normal working hours should not exceed forty-eight (48) hours/week with one day off in every seven-day period. Overtime work in necessary business circumstances shall be conducted in such a way as to adequately compensate workers for all work performed beyond the normal working hour standard.
4. **Health and Safety** - Partners shall operate their facilities (and, where provided, dormitory living facilities) in such a way as to ensure that all employees have a healthy and safe working environment in compliance with all applicable laws and regulations, ensuring at a minimum reasonable access to potable water and sanitary facilities; fire safety; and adequate lighting and ventilation. MGA expects its Partners to promote an awareness of health and safety issues to their employees including issues surrounding fire prevention, emergency evacuation, proper use of safety equipment, basic first-aid and the proper use and disposal of hazardous waste materials.
5. **Abuse; Discrimination** - Partners shall treat employees with dignity and respect. No employee shall be subject to abuse, cruel or unusual disciplinary practices or discrimination in employment or hiring on the grounds of race, religion, social or ethnic origin, political affiliation, sexual orientation, age, disability or gender.
6. **Communication of Principles** - Partners will communicate these principles to employees in an appropriate oral and written fashion and will undertake efforts to educate employees about these principles on a periodic basis.
7. **Acceptance of Advantages** - MGA will not tolerate Partners who do not conduct business in an ethical and proper manner or who use bribes, kickbacks or provide gifts, favors, or services to gain a competitive advantage with MGA.
8. **Environmental Impact** - MGA maintains a commitment to sound environmental programs and practices and encourages the reduction and recycling of waste. Partners must comply with all applicable laws relating to the environment and dispose of toxic materials in a controlled and safe manner. To that end, MGA seeks Partners who are equally dedicated to pursuing continuous efforts to improve the compatibility of its operations with the environment.
9. **Freedom of Association** - MGA recognizes all employees' rights to choose [or not] to affiliate with legally sanctioned organizations or associations in a lawful and peaceful manner without penalty or interference.
10. **Monitoring** - MGA shall have the right to conduct periodic on-site visits of working and living conditions, including audits of production records and practices and of wage, hour and payroll information maintained by Partners, to review and ensure compliance with these principles. Although MGA retains its rights to terminate its relationship if a vendor or business partner violates these principles, MGA will endeavor to work with Partners to promptly address any problems discovered in the course of its review or audit. MGA will require the implementation of an acceptable written corrective action plan for any problems found during an audit. Failure to address items in the corrective action plan may also result in termination of the business relationship.
11. **Certification** - MGA will require a written statement from Partners of compliance with these principles.

12. **Compliance with Applicable Laws** - Partners will comply with the national laws of the country in which they are conducting business, any local laws, regulations or standards applicable to their business and the industry standards which have been established in their location; provided, however, in the event of any conflict between the provisions of any of the preceding laws, regulations, or standards and the provisions of this document, then the provision containing the higher standards shall prevail.

MGA as a member of the Toy Industries of America strongly supports and endorses the industry efforts to improve factory working conditions. In an effort to bring consistency to this initiative MGA will use the International Council of Toy Industries (ICTI) checklist, guidance and corrective action documents as a basis for monitoring factories. The ICTI checklist and guidance documents clearly identify the details required to comply with the principles above. MGA further expects its Partners to apply for and achieve ICTI certification by an approved auditing company. While MGA will retain the right to conduct its own audits, ICTI certification by an approved audit company will generally be sufficient. The ICTI checklist, guidance and corrective action documents can be found at: www.toy-icti.org/publications/bizpractice.htm

* Rehabilitation programs may be assessed by MGA on a case-by-case basis.

** Workers under sixteen years of age may be considered on a case-by-case basis when hired in compliance with International Labor Organization (ILO) Convention 138.

The signatory above, on behalf of ***[Insert complete name of Manufacturer]*** (hereinafter, "Manufacturer"), hereby certifies and affirms that Manufacturer has complied and continues to comply with all obligations and requirements of MGA's Code of Conduct, and that Manufacturer has taken sufficient steps reasonably calculated to ensure that any third party manufacturers which it may have engaged pursuant to the Agreement are also in compliance with MGA's Code of Conduct.