

MANUFACTURER DECLARATION

Licensee:

Manufacturer/Contractor:

Manufacturer/Contractor Address:

Country(ies) of Manufacture:

In this Declaration, the following terms have the following meanings:

- **“Country of Manufacture”** means the geographic areas listed in this declaration, which shall be where the Licensed Merchandise are substantially transformed into their final form for sale by Manufacturer/Contractor.
- **“Distribution Territory”** means the geographic areas as communicated to Manufacturer/Contractor by Licensee and specified in the agreement between Licensee and any of the SIE Entities and in which Licensee is permitted to distribute and sell Licensed Merchandise. The Territory excludes: (i) any country prohibited by trade restrictions or other applicable Laws administered or imposed by Japan, the United States, the United Kingdom, the United Nations or other relevant jurisdictions from time to time; and (ii) Afghanistan, North Korea, Iran, Cuba, Syria (except to the extent permitted under applicable Trade Laws), Russian Federation, People’s Republic of Belarus and Russian held territory of Ukraine (including, but not limited to, Crimea, Donetsk, Kherson, Luhansk and Zaporizhzhia).
- **“Function”** means: (i) a function of a Government; or (ii) any activity: (a) connected with or performed by, or on behalf of, a business; or (b) performed in the course of a person’s employment.
- **“Government”** means any: (i) local, provincial, state or national government; wholly or partially government-owned or controlled organizations (e.g. public healthcare, education or media); or public international organization (e.g. The World Bank); (ii) department, or agency of any such government or organization; (iii) political party; and (iv) organization owned or controlled by, or acting in an official capacity on behalf of, any of the above.
- **“Government Official”** means any: (i) officer or employee of Government; (ii) person acting for or on behalf of Government; (iii) candidate for political or judicial office; or (iv) member of a royal family.
- **“Human Rights”** means rights and freedoms inherent to all human beings including, but not limited to, the right to life and liberty, freedom from slavery and torture and freedom of expression and opinion.
- **“Improper Performance”** means failing to perform a Function in accordance with an expectation that the person will act in good faith, impartially, or in line with the duties of trust expected of a person in their role.
- **“Intellectual Property Rights”** means all worldwide intellectual property rights, current or future, registered or unregistered including rights in or related to patents, inventions, computer software, designs, copyrights, moral rights and related rights, databases, trademarks, service marks, trade names, domain names, rights of attribution and paternity, trade dress, mask work rights, utility model rights, trade secret rights, technical information, know-how, and the equivalents of the foregoing under the laws of any jurisdiction, and any other intellectual property rights recognized in the Territory (including all registrations, applications to register and rights to apply for registration of the same), for their full term including all renewals and extensions.
- **“Licensed Merchandise”** means the Licensors-branded products manufactured by Manufacturer/Contractor under the order of Licensee according to the Merchandise License Agreement between Licensor and Licensee.
- **“Licensed Property”** means the characters, designs and artwork licensed to Licensee by Licensor under the Merchandise License Agreement between Licensor and Licensee, and as designated to Manufacturer/Contractor by Licensee for use in the Licensed Merchandise.

- **“Licensed Trademarks”** means the trademarks, service marks, trade dress, logos, icons and other indicia licensed to Licensee by Licensor under the Merchandise License Agreement between Licensor and Licensee, and as designated to Manufacturer/Contractor by Licensee for use in the Licensed Merchandise.
- **“Modern Slavery”** means any practice where a person is deprived of their liberty for another person’s gain, including, but not limited to, slavery, servitude, forced, compulsory or child labor, human trafficking, abusive or inhumane treatment of another person.
- **“Licensor”** means Sony Interactive Entertainment LLC and/or Sony Interactive Entertainment Europe Limited and/or Sony Interactive Entertainment, Inc (SIE, SIEE, and SIEI each an **“SIE Entity”**, and collectively **“SIE Entities”**).
- **“Tax Evasion”** means any offence of: (i) cheating or defrauding an authority or agency appointed to collect taxes; or (ii) fraudulently evading, or being involved in or taking steps to, fraudulently evade a tax imposed by a Government.
- **“Tax Evasion Facilitation”** means: (i) being involved in Tax Evasion by another person; or (ii) aiding, abetting, counselling or procuring the commission of Tax Evasion.

Manufacturer/Contractor hereby represents, warrants, declares and undertakes to Licensor that:

1. General Compliance

- 1.1 Manufacturer/Contractor will comply with the Sony Supply Chain Code of Conduct (posted at: <https://legal.playstation.com/policies.html#template-7bwgixq44>, which may be updated from time to time), or comply with substantially similar or more stringent industry standards, including recognized programs such as the Responsible Business Alliance Code of Conduct (posted at: <http://www.responsiblebusiness.org/code-of-conduct/>) or, where applicable, the Ethical Supply Chain Program (formerly known as the ICTI Ethical Toy Program, posted at: <https://www.ethicalsupplychain.org/>). In the event of any conflict, this Declaration shall prevail.
- 1.2 Manufacturer/Contractor has in place and maintains effective internal controls and procedures to prevent violations of the principles, laws and regulations stated in the Sony Supply Chain Code of Conduct.
- 1.3 Manufacturer/Contractor shall be fully responsible for the acts and omissions of any third parties engaged by it in connection with the manufacture, handling, storage, export, shipment, or delivery of the Licensed Merchandise, as if such acts or omissions were those of Manufacturer/Contractor itself.

2. Human Rights, Modern Slavery and Health & Safety Workplace

- 2.1 Manufacturer/Contractor will not, directly or indirectly: (i) engage in any activity that is a violation of Human Rights; or (ii) subject any person to Modern Slavery; or (iii) purchase any products that have been sourced from producers using forced labor in its operation; and will provide employees with a healthy and safe work environment and comply with all health and safety laws and standards (including those related to machine safeguarding, industrial hygiene, sanitation and ventilation, fire safety, absence of serious workplace hazards, provision of personal protective equipment, emergency preparedness and response, occupational injury and illness, physically demanding work and dormitory and canteen facilities); and
- 2.2 will comply with all labor related laws and standards (whether local or national) (including those related to no child or involuntary labor, no discrimination, no harsh or inhumane treatment, minimum wage and working hours laws, and freedom of association without interference).

3. Environmental Protection

- 3.1 Manufacturer/Contractor will comply with all environmental and natural resources laws and standards to minimize the environmental impact of the manufacture and supply of the Licensed Merchandise (including those related to product content restrictions, chemical and hazardous materials, wastewater and solid waste, air emissions, environmental permits and reports, pollution prevention and resource reduction and preservation); and
- 3.2 will ensure that all raw materials used in the manufacture and supply of the Licensed Merchandise are good quality; and at the request of Licensor, complete and sign a questionnaire

to explain the materials used and the control measures used in the production of the Licensed Merchandise.

4. Intellectual Property

- 4.1** Manufacturer/Contractor represents, warrants, and declares that Manufacturer/Contractor: (i) will not manufacture the Licensed Merchandise (or any portion thereof) for anyone other than Licensee; (ii) will not invoice anyone other than Licensee for the Licensed Merchandise (or any portion thereof); (iii) will not ship or deliver the Licensed Merchandise (or any portion thereof) to anyone other than Licensee or Licensee's designated customers; (iv) will not subcontract production of the Licensed Merchandise (or any portions or components thereof) without the prior written consent of Licensor; (v) will not manufacture products utilizing any of the Intellectual Property Rights owned by SIE Entities other than the Licensed Merchandise; (vi) will not make public the fact that it is permitted to manufacture the Licensed Merchandise; (vii) will not take any action anticipated to harm or adversely affect Licensor's rights or related goodwill in the Licensed Trademarks and Licensed Property, nor will it challenge the validity of any Licensor's ownership of the Licensed Trademarks and Licensed Property; (viii) will not use, in connection with the manufacture, distribution, sale or advertisement of any goods or services, any name, mark or designation that is identical to or confusingly similar to the Licensed Trademarks, except for the Licensed Trademarks as expressly permitted hereunder; and (ix) will not apply for, register, or use in any country any name or mark identical to or confusingly similar to the Licensed Trademarks.
- 4.2** Upon expiration or termination of their arrangement with the Licensee, or upon notification by the Licensee or Licensor, Manufacturer/Contractor will immediately cease manufacturing the Licensed Merchandise, provide an accounting to Licensor or its authorized representative of remaining Licensed Merchandise (or any portion thereof), including any that are incomplete, defective, or damaged, and deliver to a designated SIE Entity or its authorized representative evidence that the Licensed Trademarks have been removed from any molds, plates or other devices used to produce the Licensed Merchandise, or in the event removal is not practical or effective, that such molds or plates have been destroyed.

5. Bribery

- 5.1** Manufacturer/Contractor represents, warrants, and declares that it will comply with all applicable anti-corruption laws and regulations in each territory in which it is required to manufacture the Licensed Merchandise; and neither it, nor any of its officers, directors, employees, agents or other representatives, will: (i) offer, promise, give, request to, agree to receive, or accept from a third party a financial or other advantage ("**Advantage**"): (a) intending the Advantage to cause or reward Improper Performance; or (b) knowing or believing that the acceptance of the Advantage constitutes Improper Performance; (ii) carry out Improper Performance or request that a third party does so, in anticipation or consequence of requesting, agreeing to receive, or accepting an Advantage; (iii) make any facilitation payments to Government Officials to secure performance of routine compulsory governmental duties or actions; and/or (iv) bribe a third party or carry out any of the acts in sub-clauses (i) to (iii) above to obtain or retain business, or an Advantage in the conduct of business, for a party.
- 5.2** Manufacturer/Contractor will provide adequate training to its officers, directors, employees, agents, or other representatives on the applicable anti-corruption laws and regulations as needed to ensure full compliance with these laws.

6. Tax Evasion

- 6.1** Manufacturer/Contractor and third parties acting on Licensee's or Manufacturer/Contractor's behalf in connection with the manufacturing of the Licensed Merchandise will not engage in any activity, practice or conduct which would constitute Tax Evasion or Tax Evasion Facilitation.

7. Product Compliance

- 7.1** Manufacturer/Contractor further hereby declares that any part and/or material used in or with finished products and packaging manufactured and/or supplied pursuant to

Contractor/Manufacturer's agreement with Licensee, and finished products, comply with all statutory requirements and regulations related to product safety, environment, labelling, hazardous substances, packaging and waste (including all applicable local laws and regulations for each country within the Country of Manufacture and the Distribution Territory) and where industry standards exceed the applicable laws and regulations, Manufacturer/Contractor will meet the higher industry standards.

8. Right of Audit

8.1 Manufacturer/Contractor hereby authorizes Licensor to conduct periodic unannounced on-site inspections and visits during normal business hours of all facility locations to review and ensure compliance by Manufacturer/Contractor with this Declaration.

9. Notification of Breach

9.1 If Manufacturer/Contractor becomes aware of any breach or suspected breach of this Declaration by it, or any third party acting on its behalf, or under its control or direction (including any infringement by a third party of any SIE Entity's Intellectual Property Rights embodied in the Licensed Merchandise) ("**Notifiable Breach**"), then Manufacturer/Contractor will: (i) within 10 days of the Notifiable Breach, notify the Licensor in writing, providing a summary of the Notifiable Breach and the measures taken to mitigate any possible adverse effect of the Notifiable Breach; and (ii) cooperate with Licensor in any claim arising from the Notifiable Breach and provide all assistance and information requested by any Licensor in connection with the Notifiable Breach.

10. Termination

10.1 Failure by Manufacturer/Contractor, or any third parties acting on its behalf, or under its control or direction to comply with the obligations in this Declaration shall be deemed a material breach of this Declaration by Manufacturer/Contractor and Licensor shall have the unilateral right to suspend production of the Licensed Merchandise until the issue is resolved.

11. Jurisdiction

11.1 This Declaration shall be governed by, and construed in accordance with, the laws of the jurisdiction chosen by Licensor at its sole discretion. Manufacturer/Contractor irrevocably submits to the exclusive jurisdiction of the courts of such jurisdiction and waives any objection to such jurisdiction or venue, including on grounds of inconvenient forum.

12. Acknowledgment of Consideration

12.1 Manufacturer/Contractor acknowledges that it has received good and valuable consideration for entering into this Declaration, the sufficiency of which is hereby acknowledged.

The undersigned hereby certifies, declares and agrees that the foregoing is true and accurate.

Signed for and on behalf of the Manufacturer/Contractor by: [done via electronic record]