

**License Agreement**

between

Mercedes-Benz Accessories GmbH  
Am Wallgraben 125  
70565 Stuttgart  
Germany

- in the following „MBA“ -

and

Jiaxing Harley Baby Car Co., Limited  
No.123, Jinsha Road, Xingcang Town  
PingHu City, ZheJiang Province,  
China

- in the following “Licensee” -

**Preamble**

WHEREAS, MBA, a subsidiary of Daimler AG (in the following “DAG”), is responsible for the development, production and distribution of merchandise relating to vehicles branded Mercedes-Benz, Maybach and smart;

WHEREAS, MBA has been granted an according license - including the right to grant sublicenses - by DAG, the producer and distributor of Mercedes-Benz vehicles and owner of its intellectual properties rights, inter alia of the “Licensed Rights” as defined below;

WHEREAS, those Licensed Rights have acquired a worldwide reputation through outstanding products, extensive use, and advertising, and thereby are associated by the public with the Daimler Group, its products and services;

WHEREAS, Licensee acknowledges this and, being a manufacturer/distributor of the “Licensed Products” (as defined below) with a high reputation of quality, desires the right to use the Licensed Rights within the “Territory” (as defined below) in connection with the manufacture, sale, advertising and distribution of the Licensed Products;

NOW THEREFORE, in consideration of the mutual promises herein, MBA and Licensee agree as follows:

- b. withhold delivery of any technical product documentation and any updates thereof to Licensee;
- c. withhold delivery of DAG or any DAG Group Company components to Licensee; and
- d. withhold, and advise DAG or any other DAG Group Company to withhold, any assistance to Licensee,

without liability to Licensee for any claims, losses or damages related to such measure.

5. For purposes of this Article 15.2, the following terms have the meanings set forth below:
- a. "Applicable Laws" means the U.S. Foreign Corrupt Practices Act and German anti-corruption laws, without regard to their jurisdictional limitations, and all other laws, regulations, rules, orders, decrees or other directives carrying the force of law applicable to any activities engaged in by Licensee or any of its Affiliated Persons in connection with this Agreement or any other business matters involving Licensee and DAG or another DAG Group Company, in each case as the same may be amended from time to time;
  - b. "Affiliated Persons" means Licensee's officers, directors, employees, or agents, or any of its stockholders, principals or owners acting on its behalf or in its interests;
  - c. "Government Entity" means a government or any department, agency or instrumentality thereof (including any company or other entity controlled by a government), a political party or a public international organization; and
  - d. "Government Official" means any officeholder, employee or other official (including any immediate family member thereof) of a Government Entity, any person acting in an official capacity for a Government Entity or any candidate for political office.

## **16 Duration and Termination**

16.1 This Agreement shall commence and be effective from 01.11.2018 until 31.12.2021. The Agreement will not automatically be renewed. Such renewal for another term of one (1) year takes place only if one of the Parties gives notice about being interested in a renewal to the other Party. Such notice must be given in written form and until three (3) months prior to the end of the Agreement's term. If the other Party within a period of fourteen (14) days agrees in writing to the suggestion of renewal, the Agreement is renewed. The Agreement can be renewed several times. (For reasons of clarification: Without explicit written consent to the proposed renewal, the Agreement is terminated after its initial term; the license then is no longer being granted. If the Agreement is renewed, all rights and obligations of the Agreement remain in force, i.e. in particular Licensee's obligation to pay royalties and other fees.)

16.2 Either Party shall have the right to immediately terminate this Agreement for good cause. Good cause in particular is a breach of a mayor provision of this

IN WITNESS WHEREOF the duly authorised representatives of the Parties have executed this Agreement on the date(s) specified below.

Accepted and agreed to: Mercedes-Benz Accessories GmbH

Stuttgart, ... 04.12.18 .....

*Nicole Baldisweiler*  
.....  
i.V. Nicole Baldisweiler

*Phlipp Jänz*  
.....  
i.A. Phlipp Jänz

Jiaxing Harley Baby Car Co., Limited

*Meng chong ping*  
.....  
Signature

Meng chong ping  
.....  
Name (block letter)

Chairman  
.....  
Title

China / ping HU. 19/11/2018  
.....  
Place, Date

.....  
Signature

.....  
Name (block letter)

.....  
Title

.....  
Place, Date



**Exhibits to License Agreement**

**Exhibit 1  
The Licensed Rights**

**1. Trademarks and other designations:**

- 1.1 Mercedes-Benz
- 1.2 Three-pointed Star in A Ring (device)



- 1.3 Three-pointed Star in A Laurel Wreath (device)



- 1.4 Mercedes

**2. Designs, copyright and other intellectual properties of the following  
Mercedes-Benz vehicles:**

Mercedes-Benz Actros