

**PRIVILEGED AND CONFIDENTIAL**

As of December 17, 2015

Re: Letter of Intent

This letter of intent (this “**LOI**”), between CJ E&M Corporation (“**CJ**”), Click! Licensing Asia, Limited (“**ClickAsia**”), and Korea Creative Content Agency (“**KOCCA**”), each of CJ, ClickAsia, and KOCCA a “**Party**” and collectively the “**Parties**”), is entered into and dated as of December 17, 2015 (the “**Effective Date**”).

This LOI expresses the Parties’ non-binding intent to discuss the terms and conditions for a definitive agreement for their media partnership as outlined below (the “**Potential Transaction**”).

1. Tentative Plan. As the Parties’ non-binding intent to discuss the Potential Transaction, the Parties plan to engage in talks for an agreement to launch the “Tooniverse Branded Block” on global media platforms, featuring animation content produced by CJ for its Tooniverse brand. The Parties intend that ClickAsia, as the largest content licensing and distribution company in Southeast Asia, shall act as CJ’s agent to market the Tooniverse Branded Block, and that KOCCA shall provide expertise and consultation support for the Potential Transaction. The Parties intend on negotiating the terms and conditions of the definitive agreement for the Potential Transaction, without there being a binding commitment on any Party to actually execute the definitive agreement until the terms and conditions thereof are finally agreed to the satisfaction of all Parties.

2. Expenses. Each party will be responsible for its own legal, accounting and other expenses incurred by it in connection with the negotiation, execution and delivery of this LOI and the definitive agreement, whether or not the definitive agreement is consummated.

3. Non-Binding. With the exception of Section 2 hereof, this LOI shall be non-binding as the expression of the Parties’ tentative intent.

4. Entire Understanding: Amendments. This LOI, until superseded by the definitive agreement, shall constitute the entire understanding between the Parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof. This LOI may not be amended, changed, supplemented or otherwise modified except by an instrument in writing specifically designated as an amendment hereto, signed by each Party.

5. Notices. Any notice or other communication required or permitted to be delivered to either Party under this LOI must be in writing and will be deemed properly delivered, given and received (a) by hand delivery, when delivered, (b) by registered mail or overnight courier, the date of actual delivery, as evidenced by a signed delivery receipt, or (c) by email (to the email address set forth beneath the name of such Party below, or to such other address or facsimile number as such Party may have specified by written notice to the other Parties) when transmitted if receipt is thereafter acknowledged by the other Party in writing (electronic mail or facsimile to suffice for such acknowledgement).

**If to CJ:**

CJ E&M Center, 66 Sangamsan-ro, Mapo-gu, Seoul 03926, Republic of Korea

Attn: Dongsik Shin, Head of International Legal Affairs

Email: [dsshin@cj.net](mailto:dsshin@cj.net)

**If to ClickAsia:**

11/F, Dah Sing Life Bldg., 99 Des Voeux Road Central, Hong Kong

Attn: KyeongwonKwak, Chief Marketing Officer

Email: [kw.kwak@clicklicensingasia.com](mailto:kw.kwak@clicklicensingasia.com)

**If to KOCCA:**

35, GyoyukgilNajusi, Jeollanam-do 520350, Korea

Attn: Dae Gun Lee, Manager

Email: [dgun@kocca.kr](mailto:dgun@kocca.kr)

6. Governing Law; Dispute Resolution. All disputes, controversies, or differences which may arise between the Parties, out of or in relation to or in connection with this LOI, or for the breach hereof, shall be finally submitted to the Seoul Central District Court. The LOI shall be governed by and construed in accordance with the laws of the Republic of Korea.

*[Signature page to follow]*

If you are in agreement with the foregoing, please sign and return one copy of this LOI, which thereupon will constitute our agreement with respect to its subject matter.

Very truly yours,

**CJ E&M CORPORATION**

By: Kim Sungm  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

Acknowledged and Agreed

**ClickAsia**

By: Franklin Corpus  
Name: MARILU CORPUS  
Title: CEO

Acknowledged and Agreed

**KOCCA**

By: \_\_\_\_\_  
Name: Ko Wotye  
Title: \_\_\_\_\_