

MUTUAL NONDISCLOSURE AGREEMENT

This mutual nondisclosure agreement is between **League of Performing Artists, LLC** (“**LPA**”), a business whose principal address is Charlotte, North Carolina 28216 and participating member bands.

Each party has developed certain confidential information that it may disclose to the other party for the purpose of an upcoming band competition and television show.

The parties therefore agree as follows:

1. CONFIDENTIAL INFORMATION.

Each party (in such capacity, a “**Disclosing Party**”) may disclose certain of its confidential and proprietary information to the other party (in such capacity, a “**Receiving Party**”).

“**Confidential Information**” means:

- (a) information relating to the Disclosing Party or its current or proposed business, including financial statements, budgets and projections, customer identifying information, potential and intended customers, employers, products, computer programs, specifications, manuals, software, analyses, strategies, marketing plans, business plans, and other confidential information, whether provided orally, in writing, or by any other media, that was or will be:
 - (i) provided or shown to the Receiving Party by or on behalf of the Disclosing Party; or
 - (ii) obtained by the Receiving Party from review of documents or property of, or communications with, the Disclosing Party; and
- (b) all notes, analyses, compilations, studies, summaries, and other material, whether provided orally, in writing, or by any other media, that contain or are based on the information described in subsection (a) (the “**Derivative Materials**”).

The Disclosing Party shall identify Confidential Information disclosed orally within a reasonable time after disclosure, although failure to identify information as Confidential Information is not an acknowledgment or admission that that information is not confidential.

2. OBLIGATION TO MAINTAIN CONFIDENTIALITY.

- (a) **Confidentiality.** The Receiving Party shall keep the Confidential Information confidential. Except as otherwise required by law, the Receiving Party may not:
 - (i) disclose any Confidential Information to any person or entity other than:

- A. a Receiving Party representative who needs to know the Confidential Information for the purposes of its business with the Disclosing Party;
 - B. a Receiving Party representative who signs a confidentiality agreement; and
 - C. with the Disclosing Party's prior written authorization; or
- (ii) use the Confidential Information for any purposes other than those contemplated by this agreement.
- (b) **No Reverse Engineering.** The Receiving Party may not reverse engineer, disassemble, or decompile any prototypes, software, or other tangible objects that embody the Disclosing Party's Confidential Information and that are provided to the Receiving Party under this agreement.
- (c) **Term.** The Receiving Party shall maintain the confidentiality and security of the Disclosing Party's Confidential Information until such time as all Confidential Information of the Disclosing Party disclosed under this agreement becomes publicly known and is made generally available through no action or inaction of the Receiving Party. And, to the extent that the Disclosing Party has disclosed information to the Receiving Party that constitutes a trade secret under law, the Receiving Party shall protect that trade secret for as long as the information qualifies as a trade secret.

3. EXCLUSIONS.

The obligations and restrictions of this agreement do not apply to that part of the Confidential Information that the Receiving Party demonstrates:

- (a) was or becomes generally publicly available other than as a result of a disclosure by the Receiving Party in violation of this agreement.
- (b) was or becomes available to the Receiving Party on a nonconfidential basis before its disclosure to the Receiving Party by the Disclosing Party, but only if:
 - (i) the source of such information is not bound by a confidentiality agreement with the Disclosing Party or is not otherwise prohibited from transmitting the information to the Receiving Party by a contractual, legal, fiduciary, or other obligation; and
 - (ii) the Receiving Party provides the Disclosing Party with written notice of such prior possession either (A) before the execution and delivery of this agreement or (B) if the Receiving Party later becomes aware (through disclosure to the Receiving Party) of any aspect of the Confidential Information as to which the

Receiving Party had prior possession, promptly on the Receiving Party so becoming aware; or

- (c) is requested or legally compelled (by oral questions, interrogatories, requests for information or documents, subpoena, civil or criminal investigative demand, or similar process), or is required by a regulatory body, to be disclosed. However, the Receiving Party shall:
 - (i) provide the Disclosing Party with prompt notice of any such request or requirement before disclosure so that the Disclosing Party may seek an appropriate protective order or other appropriate remedy; and
 - (ii) provide reasonable assistance to the Disclosing Party in obtaining any such protective order.

If a protective order or other remedy is not obtained or the Disclosing Party grants a waiver under this agreement, then the Receiving Party may furnish that portion (and only that portion) of the Confidential Information that, in the written opinion of counsel reasonably acceptable to the Disclosing Party, the Receiving Party is legally compelled or otherwise required to disclose. The Receiving Party shall make reasonable efforts to obtain reliable assurance that confidential treatment will be accorded any part of the Confidential Information so disclosed; or

- (d) was developed by the Receiving Party independently without breach of this agreement.

4. RETURN OF PROPERTY.

All documents and other tangible objects containing or representing Confidential Information that have been disclosed by either party to the other party, and all copies in the possession of the other party, are and will remain the property of the Disclosing Party. At the Disclosing Party's request, the Receiving Party shall promptly return or destroy all of those documents or objects. Notwithstanding anything herein to the contrary, for purposes of the competition, any materials submitted for entry shall be deemed public and not returnable, including but not limited to, any footage, video, data or related information.

5. OWNERSHIP RIGHTS.

Each party acknowledges that the Confidential Information is and will be the Disclosing Party's sole property, even if suggestions made by the Receiving Party are incorporated into the Confidential Information. Neither party obtains any rights, by license or otherwise, in the other party's Confidential Information. Neither party solicits any change in the other party's organization, business practice, service, or products, and the disclosure of the Confidential Information may not be construed as evidencing any intent by a party to purchase any products or services of the other party or as an encouragement to expend funds in development or

research efforts. The Confidential Information may pertain to prospective or unannounced products. Neither party may use the other party's Confidential Information as a basis on which to develop or have a third party develop a competing or similar plan or undertaking.

6. NO OBLIGATION.

Nothing in this agreement obligates either party to proceed with any transaction between them, and each party reserves the right, in its sole discretion, to terminate the discussions contemplated by this agreement concerning the business opportunity, if any, and to cease further disclosures, communications, or other activities under this agreement on written notice to the other party. Any commitment to proceed with a transaction will be set forth in a separate agreement signed by the parties.

7. NO WARRANTY.

ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS." NEITHER PARTY MAKES ANY WARRANTIES, EXPRESS, IMPLIED, OR OTHERWISE, REGARDING THE ACCURACY, COMPLETENESS, OR PERFORMANCE OF ANY SUCH INFORMATION.

8. MISCELLANEOUS.

- (a) **Choice of Law.** The laws of the state of North Carolina govern this agreement (without giving effect to its conflicts of law principles).
- (b) **Equitable Relief.** The parties acknowledge that a breach of this agreement will cause irreparable harm to the Disclosing Party and monetary damages may not be a sufficient remedy for an unauthorized disclosure of the Confidential Information. If a Receiving Party discloses the Confidential Information in violation of this agreement, a Disclosing Party may, without waiving any other rights or remedies and without posting a bond or other security, seek an injunction, specific performance, or other equitable remedy to prevent competition or further disclosure, and may pursue other legal remedies.
- (c) **Amendments.** No amendment to this agreement will be effective unless it is in writing and signed by a party or its authorized representative.
- (d) **No Assignment.** Neither party may assign any of its rights or delegate any performance under this agreement, except with the prior written consent of the other party.
- (e) **Electronic Signatures.** This agreement, agreements ancillary to this agreement, and related documents entered into in connection with this agreement are signed when a

party's signature is delivered electronically, and these signatures must be treated in all respects as having the same force and effect as original signatures.

- (f) **Severability.** If any provision in this agreement is, for any reason, held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provisions of this agreement, but this agreement will be construed as if the invalid, illegal, or unenforceable provisions had never been contained in this agreement, unless the deletion of those provisions would result in such a material change that would cause completion of the transactions contemplated by this agreement to be unreasonable.
- (g) **Waiver.** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this agreement will be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy will be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, and no waiver will constitute a continuing waiver, unless the writing so specifies.
- (h) **Entire Agreement.** This agreement constitutes the final agreement of the parties. It is the complete and exclusive expression of the parties' agreement with respect to the subject matter of this agreement.
- (i) **Effectiveness.** This agreement will become effective when all parties have signed it. The date this agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the date of this agreement.

Each party is signing this agreement on the date specified in the "Join the League" form.

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Member Band Director _____

LPA “ “ SERIES

Performer/Band AGREEMENT

THIS AGREEMENT (the “**Agreement**”) is made on April _____, 2023, by and between LPA Event Management Inc. (hereinafter called, “**LEM**”) and (Wilkerson Band (hereinafter called “**Performer Band**”) for the participation in a LPA Series (hereinafter called “LPA” or “**Series**”).

WITNESSETH

WHEREAS, LEM is hosting a band competition in the near future, scheduled to be in the Southeast region;

WHEREAS, the Performer, as defined below, seeks to be in said competition;

WHEREAS, the parties have executed this agreement with the understanding that in order to participate in the Series and become eligible to share in the applicable context, prize, or point fund earnings contributed by the Series Sponsor (as defined below) and LEM as licensee for the League of Performing Artists, LLC. (“LPA”)(collectively, the “Licensee”), the above signed Performer/Band (the “Performer/Band”) hereby agrees to the following:

1. This Agreement shall be effective upon full execution below and expiring upon the earlier to occur of (a) the later of the expiration date of any extension of this Agreement (as amended from time to time) entered into by the Performer/Bands Member Band Director (as identified above, and together with any permitted successors, the “Performer/Band Owner”) and (b) the termination of this Agreement pursuant to Section 9 hereof (the “Term”).
2. For purposes of this Agreement, Events and other related activities for each Year of the Term shall be referred to herein as a “**Season**”. “**Year**” means (i) the period commencing as of January 1the “Start Date”) and ending on December 31, (the “End Date”), and (ii) each subsequent twelve-month period beginning on January 1 and ending on December 31 of any year of the Term.
3. **LPA MEMBERSHIP AND ENTRY BLANK FORMS.** Performer(s)/Performer/Band(s) agrees to annually submit a LPA Competition Membership and License Application form for each Season of the Term, a fully-executed Official Entry Blank coupon for each LPA Series Event that Performer/Band decides to enter or the Season, and any other documents or forms reasonably required by LPA or its affiliate LEM for participation in any LPA Series Events or related activities during the Term, in each case in accordance with LPA Rules and this agreement and to abide by the LPA Rules for each Season as they may be amended from time to time, subject to Section 7 hereof, provided, that in

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the event of any conflict or inconsistency with such documents or forms entered into by the Performer/Band with the subject matter set for herein or in the Exhibits of this Agreement, "Event" means the time period of activities during a competitive performing arts event sanctioned by LEM in accordance with the LPA Rules which includes all periods for registration (including without limitation review and approval), inspections, all Practices, Qualifying and Qualifying Events, as provided herein or in the LPA Rules position determination, the Battle, Post-Battle and rain or postponed dates related thereto (as such terms are defined in the LPA Rule Book).

a) Performer/Band hereby acknowledges and agrees that he/she/they may compete in and be awarded prize monies and Performer/Band Championship points (where applicable) for the Events at a production fee of One Thousand Dollars (1,000.00) to enter and thereafter a fee of Three Hundred and Fifty Dollars (\$350.00) per week.

4. **Performer/Band POINTS ELIGIBILITY.** By signing this Agreement, Performer/Band hereby acknowledges and agrees that he/she/they may compete in and be awarded prize monies and Performer/Band Championship points (where applicable) for the Events. However, Performer/Band agrees that they will only be permitted to accumulate Performer/Band championship points for one (1) of the following Series currently known as: the " " Series, or LPA " " Series selected annually on Performer/Band's LPA Competition Membership and License Application. For more information concerning Performer/Band Points, see the LPA Rule Book.

5. **BROADCAST AND OTHER RIGHTS.** Performer(s)/Performer/Band(s) acknowledges and agrees that, as between Performer(s)/Performer/Band(s) and LPA, LPA exclusively and in perpetuity owns any and all rights to broadcast, transmit, film, tape, capture, overhear, photograph, collect or record all Works (as defined below) by any means, process, medium or device (including television, cable television, radio, pay-per-view, closed-circuit television, satellite signal, digital signal, film productions, audiotape productions, transmission over the Internet, and public and private online services) authorized by LPA, whether or not currently in existence, and that, as between LPA, on the one hand, and Performer(s)/Performer/Band(s), on the other hand, LPA is and shall be the sole owner of any and all intellectual property rights (including patents, copyrights, trademarks, design rights, and other proprietary rights) worldwide in and to the Works, copyrightable or otherwise, created from the images, sounds and event data arising from and during any Event (excluding, for clarity, any Performer(s)/Performer/Band(s) Intellectual Property (as defined below), and any trademarks, service marks, copyrights, name image or likeness, of any other third party that are embodied in any Work). In addition, to the extent not already owned by LPA, Performer(s)/Performer/Band(s) hereby assigns to LEM, as the designated representative of LPA for the collection of such rights, exclusively and in perpetuity any and all rights set forth above (excluding, for clarity, any Performer(s)/Performer/Band(s) Intellectual Property and any trademarks, service marks, copyrights, name image or

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likeness, of any other third party that are embodied in any Work) and Performer(s)/Performer/Band(s) hereby grants LEM a worldwide, perpetual, irrevocable, non-exclusive, transferable, assignable and royalty-free license, without further compensation (which license shall survive termination of this Agreement) to use by any means worldwide any Performer(s)/Performer/Band(s) Intellectual Property which is included or incorporated in any Work to the extent that such license is necessary to enable LEM to exercise the rights expressly reserved, exclusively or non- exclusively, to LEM pursuant to this Agreement. The Performer(s)/Performer/Band(s) represents and warrants that, as of the effective date of this Agreement, Performer(s)/Performer/Band(s) has not granted to any third person the rights described in this Section 5. The Performer(s)/Performer/Band(s) agrees to take all steps reasonably necessary, and that are reasonably requested by LEM, to protect, perfect or effectuate LPA's ownership or other interest in these rights described in this Section 5 (all at LPA's cost). The Performer(s)/Performer/Band(s) agrees not to take any action, nor cause others to take any action, nor enter into any third-party agreement, which would contravene, encroach or infringe upon these LEM or LPA's rights described in this Section 5. Performer(s)/Performer/Band(s) agrees to allow any and all equipment relating to audio and video transmissions, as well as timing and scoring information, including, size, location and weight, and use thereof as determined by LEM, in or on the Designated Apparel for each Event, or a weighted device equal to the size, weight, and location of part or all of such equipment if such Designated Apparel is not selected to run part or all of such equipment, as determined by LEM. The Performer(s)/Performer/Band(s) agrees to take all steps reasonably necessary to wear, advertise and market, and that are reasonably requested by LEM regarding Designated Apparel, including but not limited to apparel that includes the trademarks, logo and insignia as required by LEM. Notwithstanding the foregoing, LEM agrees that nothing in this Agreement shall restrict Performer(s)/Performer/Band(s) from exercising any legal right that is otherwise available to non-LPA rights holders or the public at large and not derived from any benefits or rights obtained by Performer(s)/Performer/Band(s) under this Agreement.

For purposes of this Agreement, "Works" means all film, audio only, video only, audio-visual, photographic images, sounds and event data (including in-car audio, in-car video, in-car radio, other electronic transmissions between cars and crews, and timing and scoring information) arising from and during any Event. "Performer(s)/Performer/Band(s) Intellectual Property" means the image, likeness, name, performance, and voice of the Performer(s)/Performer/Band(s); all names, words, symbols, emblems, logos, slogans, depictions, trade dress, trademarks, service marks, trade names, patents, copyrights, domain names, and other intellectual property owned or controlled by the Performer(s)/Performer/Band(s) related to his or her LPA activities. "Designated Apparel" means any stock car that (i) complies with LPA Rules, (ii) is owned (or leased) and operated by the Member Band Director, (iii) is assigned the Class that is assigned by LPA for use by the Member Band Director, pursuant to LPA Rules, and (iv) is authorized to compete in Events pursuant to this Agreement, the Charter Member Agreement and applicable LPA Rules.

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6. **ADVERTISING AND PROMOTIONAL ACTIVITIES.** Performer(s)/Performer/Band(s) acknowledges and agrees that LEM, the then-current title and presenting sponsor of the Series (a "Series Sponsor"), each then-current stage promoter hosting an Event at its facility ("Promoter"), each then-current television broadcast partner with rights to broadcast a LPA Series Event or any portion thereof during the Term ("Broadcast Partner"), each then-current person or entity that has entered into an agreement with LEM or any affiliate of LEM to exploit any LPA related content, and the duly authorized affiliates of each of them (collectively, "LEM Recipients"), may use and exploit, on a non-exclusive basis, the name, likeness and performance, in or out of uniform, including photographs, images and sounds of the Performer(s)/Performer/Band(s), in each case taken in connection with an Event during the Term, in any medium (including print, broadcasts by and through television, cable television, radio, pay-per-view, closed-circuit television, satellite signal, digital signal, film productions, audiotape productions, transmissions over the Internet and public and private online services authorized by LEM) solely for (a) promoting or advertising any Event or the Series, (b) news reporting in respect of an Event or the Series, or (c) any telecast or programming that constitutes a telecast of an Event or shoulder programming with respect to such telecast, or other distribution of LPA related content, and the Performer(s)/Performer/Band(s) hereby grants to each LEM Recipient, in perpetuity, all rights thereto for such purposes. As a courtesy, LEM will notify Performer(s)/Performer/Band(s) of said sponsorship.

7. **ADVERTISING, PROMOTIONAL, SPONSORSHIP ACTIVITIES AND BRANDING REQUIREMENTS.** Subject to Section 20, at all times during the Term, Performer(s)/Performer/Band(s) hereby agrees to comply with the requirements as set forth on Exhibits A, B, and C, as such exhibits may be amended, supplemented or modified from time to time during the Term by LEM with reasonable prior notice to the Performer(s)/Performer/Band(s).

8. **CERTAIN VICTORY LANE OBLIGATIONS.** Performer(s)/Performer/Band(s) understands that if Performer(s)/Performer/Band(s) is the winning Performer(s)/Performer/Band(s) of any Event, Performer(s)/Performer/Band(s) will be required to take a photograph with the Event sponsor(s) and their guests. Performer(s)/Performer/Band(s) also understands that Performer(s)/Performer/Band(s) is required to participate in interviews in victory lane and the media center, as described further below. Victory lane ceremonies will conclude once all customary sponsor photos, individual photos and media requirements in victory lane have been completed.

9. **PROMOTIONAL/MEDIA APPEARANCES.** The Performer(s)/Performer/Band(s) shall have the following promotional and media obligations, it being understood and agreed that any and all actual, reasonable, and documented travel costs and subsistence expenses (including hotels, etc.) associated with such obligations that involve travel on Performer(s)/Performer/Band(s)'s part, other than the Victory Tour, shall be, unless otherwise set forth in this Section 9 (and subject to any separate agreement which the

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Performer(s)/Performer/Band(s) may have with the Member Band Director _____), at the cost and expense of the Performer(s)/Performer/Band(s). The time, date and location of each appearance required below shall, unless otherwise specified below, be mutually agreed upon by LEM and Performer(s)/Performer/Band(s) and shall be subject to Performer(s)/Performer/Band(s)'s individual schedule and other bona fide professional commitments (other than in the case of Section 7(b) below). LEM shall use commercially reasonable efforts to provide Performer(s)/Performer/Band(s) with sufficient advance written notice of such appearances. Appearances will be rescheduled in the case of Performer(s)/Performer/Band(s)'s injury or illness or in the event of a force majeure event which prevents Performer(s)/Performer/Band(s) from making such appearance.

- (a) As reasonably designated by LEM, Performer(s)/Performer/Band(s) agrees to make commercially reasonable good faith efforts, to participate in promotional activities, production days and events surrounding the LPA Series. These events include but are not limited to LPA's Season launch activities leading up to the FINALISTS' (including, without limitation, the FINALISTS' Media Day), promotional events for the LPA Hall of Fame, LPA Playoffs for the LPA activities and LPA Series Champion's Week and/or other LPA marketing programs.
- (b) In the event Performer(s)/Performer/Band(s) qualifies for the LPA Playoffs for the LPA or is Rookie of the Year in any Season during the Term, Performer(s)/Performer/Band(s) agrees to attend for up to two days (subject to the last sentence below) the LPA Series Awards banquet and all season-ending special awards ceremonies and events at times and locations designated by LEM. LEM will provide reasonable advance notice of the ceremony and event schedules to Performer(s)/Performer/Band(s), and Performer(s)/Performer/Band(s) will take reasonable steps to coordinate his or her availability in accordance with such event schedules and will provide reasonable advance notice to LEM of any potential schedule conflicts. However, in no event shall Performer(s)/Performer/Band(s) be required to be in attendance at such season ending events and award ceremonies for more than two (2) full days (but the Performer(s)/Performer/Band(s) will arrive with ample time to participate in all events during such days, including arrival by 9am local time on the first day), provided that if the Performer(s)/Performer/Band(s) is the LPA Series Champion for any Season during the Term, Performer(s)/Performer/Band(s) shall attend such season ending award ceremonies for no more than five (5) full days.
- (c) In addition, in each Year during the Term, Performer(s)/Performer/Band(s) agrees to the following:
 - (i) participate in a minimum of one (1) media tour to promote the LPA Series,

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- (ii) attend a minimum of one (1) four-hour still-photo or production shoot to promote the LPA Series, and
- (iii) attend one (1) two-hour Series Sponsor event during the LPA Series Season. Schedule of such appearances will be mutually agreed upon between LEM and Performer(s)/Performer/Band(s).
- (d) If Performer(s)/Performer/Band(s) is the LPA Series Champion for any Season during the Term, Performer(s)/Performer/Band(s) agrees to participate in up to three (3) mutually-agreed-upon commemorative projects developed by the Series Sponsor and LEM and their licensing agents, on the understanding that mutually-agreed-upon royalties will be paid to the Performer(s)/Performer/Band(s) and/or Member Band Director .
- (e) Performer(s)/Performer/Band(s) agrees to use commercially reasonable good faith efforts, to make himself or herself available to LEM for one (1) additional media or promotional appearance per Season upon LEM's request, to assist with the promotion of the FINALISTS' and/or the respective LPA Series Season Launch activities. LEM will make good faith efforts to coordinate Performer(s)/Performer/Band(s)'s appearance with Performer(s)/Performer/Band(s)'s existing travel schedule, with the understanding that such coordination may not be possible to achieve the primary goal of this provision, namely, to ensure appropriate national media coverage for the FINALISTS' and the commencement of the LPA Season.
- (f) Immediately following the battle conclusion of each Event, the winning Performer(s)/Performer/Band(s) shall proceed to victory lane for post- battle interviews. When victory lane ceremonies are concluded, the winning Performer(s)/Performer/Band(s) must report to the media center for post- battle interviews unless otherwise directed by LEM Officials. Performer(s)/Performer/Band(s)s of the 2nd through 5th place cars shall stop on pit road or other area designated by LEM for media interviews. Furthermore, any Performer(s)/Performer/Band(s) finishing outside the top five, shall comply with any reasonable request by LEM for post- battle interviews. After the completion of the pit road interviews, Performer(s)/Performer/Band(s)s of the 2nd and 3rd place cars shall proceed to the media center.
- (g) The top sixteen (16) Performer(s)/Performer/Band(s)s in current championship points standings, shall make reasonably good faith efforts to provide at least fifteen (15) minutes of availability at their team bus or in the media center on Thursday or Friday of the Event weekend as determined by LEM. LEM will make good faith efforts to provide notice of the Event schedule to Performer(s)/Performer/Band(s) and Performer(s)/Performer/Band(s) will take

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reasonable steps to coordinate his or her availability in accordance with the Event schedule and provide notice to LEM of any potential schedule conflicts.

- (h) The top three (3) qualifiers and top qualifying Rookie of the Year candidate shall go to the media center immediately following the conclusion of qualifying. Performer(s)/Performer/Band(s)s participating in the final round of qualifying at the 2nd through 36th championship points Events shall be available on pit road or other area designated by LEM for media interviews immediately following qualifying. Furthermore, any Performer(s)/Performer/Band(s) finishing outside the top 12 in qualifying, shall comply with any reasonable request by LEM for post-battle interviews. At the request of LEM, Performer(s)/Performer/Band(s) qualified for the final segment of qualifying at the 2nd through 36th championship points Events shall comply with reasonable requests for media interviews between the penultimate and final segment of qualifying.

- (i) The highest finishing Rookie of the Year candidate shall go to the media center following the battle .

In addition, following the 26th championship points event or the commencement of the “LPA Playoffs” as determined by LEM:

- (j) Those Performer(s)/Performer/Band(s)s that have qualified for the LPA playoffs for the LPA will participate in a production shoot supporting the LPA playoffs (consistent with past practice) and a special post- battle media requirements, in each case, as reasonably directed by LEM.

- (k) Those Performer(s)/Performer/Band(s)s that have qualified for the LPA playoffs for the LPA will participate in media events to promote their participation in the LPA playoffs for the LPA prior to the first (e.g., 27th) playoff Event as reasonably directed by LEM.

- (l) Each of those Performer(s)/Performer/Band(s)s that have qualified for the LPA playoffs for the LPA will participate, as reasonably directed by LEM, in playoffs related media events including but not limited to LPA’s playoff national media tour and at least one national media teleconference, satellite media tour and radio tour during the final (e.g., 10) Events of each respective Season. LEM agrees to reimburse such Performer(s)/Performer/Band(s)s for reasonable travel and subsistence expenses, provided that such expenses are pre-approved by LEM in writing. Performer(s)/Performer/Band(s)’s reimbursement by LEM for any such promotional appearance in conjunction with an already scheduled Event (i.e. media appearance at the same stage or city hosting the upcoming Event

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weekend) will be limited to the extent of such Performer(s)/Performer/Band(s)'s incremental expenses beyond such standard travel costs for the Event.

In addition, following the 29th championship points Event as determined by LEM:

(m) Those Performer(s)/Performer/Band(s)s that remain eligible for the LPA playoffs for the LPA championship will participate in special post- battle media requirements as reasonably directed by LEM.

(n) Those Performer(s)/Performer/Band(s)s that remain eligible for the LPA playoffs for the LPA championship will participate in media events to promote the remaining Events in the playoffs for the LPA prior to the 30th or 31st championship points Event at days, times and locations to be determined. LEM agrees to reimburse such Performer(s)/Performer/Band(s)s for reasonable travel and subsistence expenses, provided that such expenses are pre-approved by LEM in writing. Performer(s)/Performer/Band(s)'s reimbursement by LEM for any such promotional appearance in conjunction with an already scheduled Event (i.e. media appearance at the same stage or city hosting the upcoming Event weekend) will be limited to the extent of such Performer(s)/Performer/Band(s)'s incremental expenses beyond such standard travel costs for the Event.

In addition, following the 32nd championship points Event as determined by LEM:

(o) Those Performer(s)/Performer/Band(s)s that remain eligible for the LPA playoffs for the LPA championship will participate in special post-battle media requirements as reasonably directed by LEM

(p) Those Performer(s)/Performer/Band(s)s that remain eligible for the LPA playoffs for the LPA championship will participate in media events to promote the remaining Events in the LPA playoffs for the LPA prior to the 33rd or 34th championship points Event at days, times and locations to be determined. LEM agrees to reimburse such Performer(s)/Performer/Band(s)s for reasonable travel and subsistence expenses, provided that such expenses are pre-approved by LEM in writing. Performer(s)/Performer/Band(s)'s reimbursement by LEM for any such promotional appearance in conjunction with an already scheduled Event (i.e. media appearance at the same stage or city hosting the upcoming Event weekend) will be limited to the extent of such Performer(s)/Performer/Band(s)'s incremental expenses beyond such standard travel costs for the Event.

In addition, following the 35th championship points Event as determined by LEM:

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- (w) All Performer(s)/Performer/Band(s) in contention for the LPA Series championship following the penultimate (e.g., 35th) Event of each Season will participate, as reasonably directed by LEM, in a LEM scheduled news conference prior to the final Event.

- (x) The LPA Series Champion of each respective Season will participate, as directed by LEM, in a national media tour including a visit to New York City following the final championship Event. Performer(s)/Performer/Band(s)'s reimbursement by LEM for any such promotional appearance in conjunction with an already scheduled Event (i.e. media appearance at the same stage or city hosting the upcoming Event weekend) will be limited to the extent of such Performer(s)/Performer/Band(s)'s incremental expenses beyond such standard travel costs for the Event.

In addition, Performer(s)/Performer/Band(s) shall participate in the LPA Victory Tour as follows:

- (A) Performer(s)/Performer/Band(s) acknowledges that he/she may be required to participate in the LPA Series Victory Tour media obligations. Performer(s)/Performer/Band(s) will use good faith efforts to work with LEM and take reasonable steps to coordinate his or her availability. Such media obligations will be limited to two (2) Series stage appearances per Year and shall be at the cost and expense of the Performer(s)/Performer/Band(s). Each stage media obligation will consist of a four (4) hour in event market appearance prior to the Event and one fifteen (15) minute at stage appearance at the same Event.

- (B) However, notwithstanding the foregoing, it is understood that during the 2022 Season and potentially in the future, there are certain constraints on promotional activities and the battle schedule due to the COVID-19 pandemic. Beginning with the 2022 season and continuing as LPA determines is necessary, Performer(s)/Performer/Band(s) will use best efforts to participate in the following activities which will include without limitation, the following:
 - (i) Busch Light Clash at the Coliseum promotion elements, which includes (1) 30- minute event experience support appearance.

 - (ii) FINALISTS promotional elements, which includes (1) hr. of advance remote media, (1) content integration with LPA, BROADCAST, or FINALISTS', (1) production day, (1) media day, (1) 30-minute event experience support appearance

 - (iii) LPA Playoffs and Championship promotional elements, which includes a media day for all Playoff Performer(s)/Performer/Band(s)

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and a media day for the Championship 4
Performer(s)/Performer/Band(s)s

- (ix) Advance Remote Event Promotion Assignment, paired via a Performer(s)/Performer/Band(s)/stage draft, which includes (1.5) hrs. advance remote event promotion activity four- six weeks from the event weekend and (1) 30-minute event experience support appearance
- (x) Up to (4) Weekly Remote Event Promotion Assignments, which includes (1.5) hrs. of advance remote media promotion
- (xi) Up to (4) Attendance Promotion Assignments, which can include custom Performer(s)/Performer/Band(s) ticket packages or general attendance promotional support (determined by the assigned stage), with advance promotion from the Performer(s)/Performer/Band(s)'s social platforms (e.g., paid media dark posting) and the potential for a 15-minute in-person, battle day appearances with ticket purchasers
- (xii) Up to (1) 30-minute event experience support assignment for every assigned event in the following categories - Weekly Remote Event Promotion Assignments and Attendance Promotion Assignments
- (xiii) Willingness to participate in/with LPA Series promotional and media content needs from league platforms, stage platforms, LPA productions ventures (embeds), documentary-follow style content projects which could include shop access, at-stage garage access, etc.
- (iv) 15-30 minutes of virtual or in-person media availabilities held prior to each battle
- (v) Social media posts promoting attendance/tune-in support/event experience

8. AMOUNT AND DISTRIBUTION OF AWARDS. All decisions regarding the eligibility of Performer(s)/Performer/Band(s)s to compete for the LPA Series Contest Awards and the awards distributed in connection with the LPA Series for each Season, and the persons to whom such awards shall be distributed shall be made solely by LEM in accordance with this Agreement, LEM's agreement with each respective Member Band Director in the Series, and the LPA Rules. Any LPA Series Contest Awards, prizes, point funds or other winnings won by the Performer(s)/Performer/Band(s) shall be paid by LEM to the Member Band Director. The Member Band Director, and not LEM, shall be solely responsible for the distribution of such LPA Series Contest Awards, prizes, point funds and other winnings to the Performer(s)/Performer/Band(s) following payment of such amounts by LEM to the Member

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Band Director, and the sole recourse of the Performer(s)/Performer/Band(s) following such payments by LEM to Member Band Director shall be against Member Band Director . Neither LEM nor its affiliates shall be responsible for the filing and/or payment of any federal, state, local or foreign taxes associated with any LPA Series Contest Awards, prize, point fund, special awards and contingency winnings paid to Performer(s)/Performer/Band(s), which taxes shall remain the sole responsibility of the Performer(s)/Performer/Band(s).

Performer(s)/Performer/Band(s) agrees to abide by all decisions of LEM made in accordance with this Agreement and the LPA Rules with respect to the distribution of these awards. The LPA Series Contest Awards are subject to all restrictions, terms and conditions set forth in this Agreement, LEM's agreement with each respective Member Band Director in the Series, and LPA Rules (subject to Section 16 hereof). Failure to abide by any such restrictions, terms or conditions herein may result in such battle team and/or Performer(s)/Performer/Band(s) being declared ineligible for such awards.

9. TERMINATION. In addition to any other rights or remedies LEM may have, this Agreement may be terminated by LEM, by written notice to the Performer(s)/Performer/Band(s) (and, in the case of clauses (a) and (e) below, by Performer(s)/Performer/Band(s) upon written notice to LEM), upon occurrence of one or more of the following:

- (a) Performer(s)/Performer/Band(s)'s agreement with the Member Band Director for the Performer(s)/Performer/Band(s)'s right to drive the Designated Apparel in Events on behalf of the Team has expired or has otherwise been terminated;
- (b) Performer(s)/Performer/Band(s) breaches or fails to perform in any material respect any of its obligations under this Agreement and such breach or failure materially adversely affects or denies a material right or benefit of LEM (or any of its Affiliates) under this Agreement;
- (c) Performer(s)/Performer/Band(s)'s LPA membership or license is terminated;
- (d) The Member Band Director's Charter Member Agreement with LEM has expired or has otherwise terminated for any reason; or
- (e) Upon Performer(s)/Performer/Band(s)'s written notice to LEM electing to no longer participate in the Series.

10. SUBSTANCE ABUSE POLICY. Performer(s)/Performer/Band(s) understands and agrees to abide by the LPA Substance Abuse Policy (the "Policy") as set forth in Section 4 of the LPA Rule Book. The Performer(s)/Performer/Band(s) further acknowledges that under the Policy, the LEM designated Medical Review Officer ("MRO") serves as an independent and impartial physician who investigates whether a non-negative result from a testing laboratory was due to a legitimate medical explanation. Performer(s)/Performer/Band(s) agrees to provide any and all authorizations and releases of MRO requested information, such as protected health

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information as defined by the Health Insurance Portability and Accountability Act of 1996, as amended from time to time ("HIPAA"), for LEM's designated MRO's investigation.

12. ROOKIE Performer(s)/Performer/Band(s). LPA reserves the right to request a mandatory one-on-one meeting with a Performer(s)/Performer/Band(s), and their team, at any point throughout the season to discuss Performer(s)/Performer/Band(s) alignment, Performer(s)/Performer/Band(s) resources, Performer(s)/Performer/Band(s) additional training, etc., if said Performer(s)/Performer/Band(s)/team is competing in the LPA Rookie of the Year Program, the Performer(s)/Performer/Band(s) is without substantial experience competing in their respective series.

13. INDEMNIFICATION AND ATTORNEY'S FEES. Performer(s)/Performer/Band(s) agrees that he or she is solely responsible for, and will defend, indemnify and hold harmless, LEM its subsidiaries and affiliates, and each of the respective shareholders, directors, officers, agents, and employees of LEM and its affiliates, from any third party causes of action or damages, reasonable attorney's fees, reasonable costs, losses, expenses, claims, demands, or liabilities, as a result of or in connection with Performer(s)/Performer/Band(s)'s breach of any of its obligations pursuant to this Agreement.

LEM agrees that it is solely responsible for, and will defend, indemnify and hold harmless, Performer(s)/Performer/Band(s), together with his or her heirs and successors, from any third party causes of action or damages, reasonable attorney's fees, reasonable costs, losses, expenses, claims, demands, or liabilities, as a result of or in connection with LEM's or LPA's breach of any of its obligations pursuant to this Agreement. Notwithstanding the foregoing, the above indemnity provisions shall not apply to LEM's final decision-making authority with respect to its application and enforcement of the LPA Rule Book to administer competition at Events in accordance with Section 16 below. As such, LEM shall not be obligated to indemnify Performer(s)/Performer/Band(s) and Performer(s)/Performer/Band(s)'s indemnitees as set forth above, if applicable, for any claims for loss or damages to any party resulting therefrom.

14. LIMITATION ON DAMAGES. Other than with respect to claims for indemnification in respect of third party claims, no claim may be made under any legal theory (including contract or tort) by any party against the other party, any affiliate of the other party, or the directors, officers, employees, shareholders, members, partners, attorneys, or agents of such other party or its affiliates, for any special, indirect, consequential, incidental or punitive damages in connection with a cause of action arising out of or relating to the transactions contemplated by this Agreement.

15. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the law of the State of North Carolina applicable to agreements made and to be performed in North Carolina.

16. LPA RULES. Subject to the terms of this Agreement, the Performer(s)/Performer/Band(s) acknowledges and agrees that LEM and its affiliates shall have the sole and exclusive right to

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amend and supplement the LPA Rules from time to time in their sole and absolute discretion, provided the following:

- (i) no such amendment or supplement shall abrogate or modify the terms of this Agreement or the rights granted to Performer(s)/Performer/Band(s) hereunder;
- (ii) in the event of any conflict or inconsistency between this Agreement and LPA Rules, this Agreement shall govern; and
- (iii) LEM and its Affiliates shall at all times implement and administer such LPA Rules in good faith and not out of self-interest, and in seeking to further the best interests of the sport.

Subject to the immediately preceding sentence, the Performer(s)/Performer/Band(s) acknowledges and agrees that Performer(s)/Performer/Band(s) shall be bound by, and shall comply with, each LPA Rule. LEM is the sanctioning body of the Series and shall (subject to the preceding clause (iii) and to any rights of appeal set forth in the LPA Rules) have sole authority to enforce the LPA Rules, implemented in accordance with the terms hereof, for purposes of exercising its sanctioning authority over all aspects of on stage-performance activity during the competition of any Events, including with respect to qualifications and eligibility to battle in any Event, inspection process (pre and post- battle), battle procedures and on stage competition, it being understood and agreed that the implementation and enforcement by LEM of LPA Rules in accordance with the terms of this Agreement may have an adverse impact (including an adverse economic impact) on the Performer(s)/Performer/Band(s). As used herein, “**LPA Rules**” means the LPA Rule Book and all other rules, regulations, guidelines, directives, memoranda, resolutions, bulletins and agreements (including all agreements and other documents with respect to Performer(s)/Performer/Band(s)s, sponsorship or media rights) of LPA, or any of its affiliates, in each case as they may be amended or modified from time to time by LPA or any of its affiliates.

17. DISPUTE RESOLUTION.

- (a) *Exhaustion of Remedies.* Subject to Section 17(d), and the second sentence of this Section 17(a), the exclusive method of resolving any Dispute shall be the procedures set forth in this Section 17. Notwithstanding the foregoing, but subject to the proviso of this sentence, if there is a dispute, disagreement, controversy or claim regarding the application, interpretation or enforcement of any LPA Rule, such disagreements and disputes will be resolved by LEM or its applicable affiliates, in their reasonable discretion as the sanctioning body of LPA battles, in accordance with the provisions set forth in LPA Rules and, for clarity shall not be subject to any Arbitration and the Arbitration Panel shall have no authority with respect to such matters; provided, that if the dispute, controversy or claim is with respect to whether there is a conflict or inconsistency between this Agreement and LPA Rules as set forth in Section 16 or as to whether LEM or its affiliates have complied with the requirements of Section 16, then such dispute, controversy or claim shall be resolved pursuant to the procedures set forth in this Section 17. As used in this Agreement, “**Dispute**” means any dispute, disagreement,

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controversy or claim between the parties hereunder that arises under or in connection with this Agreement and except as otherwise provided in Section 17(a), is not a dispute, disagreement, controversy or claim regarding the application, interpretation, or enforcement of LPA Rules;

- (b) *Arbitration Mechanics.* Each party shall have the right to commence an arbitration (the "Arbitration") with respect to any Dispute by giving a notice to the other party that sets forth in reasonable detail the nature of the Dispute and reasonable support for its claim. Except as set in this Section 17(c), the Arbitration shall be administered by the American Arbitration Association (the "AAA") under its Commercial Arbitration Rules and conducted pursuant to such rules, as such rules are in effect as of the time the Dispute is submitted to the AAA for Arbitration (the "Submission Date"). The panel of arbitrators who shall be responsible for resolving the Dispute (the "Arbitration Panel") will consist of three persons (each an "Arbitrator"), who shall be selected in accordance with the AAA's Commercial Arbitration Rules. In proposing a list of candidates for Arbitrators, the parties will request that the AAA take into account the Parties' desire that each Arbitrator be an individual who is a lawyer and/or former judge that has not been employed by, retained by, or otherwise associated with, and has not served as a consultant, contractor, advisor, agent or in any similar capacity to or for any party, or any of their respective affiliates or predecessors-in-interest, within ten (10) years prior to the Submission Date. The parties shall instruct the Arbitration Panel to convene an initial conference with the parties within fifteen (15) Business Days after the appointment of the Arbitration Panel to establish the timing of any discovery that the Arbitration Panel deems appropriate, to set the date for a hearing and any other matters as may be deemed appropriate by the Arbitration Panel. Unless the parties otherwise agree with respect to any Arbitration;
- (i) all disputed issues regarding discovery shall be decided by the Arbitration Panel,
 - (ii) if any Arbitration hearing takes more than one day, it will proceed on the next following business day until it is completed (provided, that the Arbitration Panel may elect not to hear the Dispute on one (1) business day of each week),

(iii) barring extraordinary circumstances, the Arbitration Panel will render a written decision not later than fifteen (15) business days from the date of the conclusion of the Arbitration hearing,
 - (ix) the Arbitration hearing shall take place in Charlotte, North Carolina,
 - (x) subject to the second sentence of Section 17(a), the Arbitration Panel shall have the authority to award damages, equitable relief (including specific performance) and such other remedies the Arbitration Panel deems appropriate (provided, however, the Arbitration Panel shall not have the authority to alter, change, amend, modify, waive, add to or delete from any provision of this Agreement), and

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- (xi) if the parties initiate multiple Arbitration proceedings, the subject matters of which are related by common questions of law or fact and which could result in conflicting awards or obligations, such proceedings shall be consolidated, at LEM's election into a single Arbitration proceeding (and in the event that Performer(s)/Performer/Band(s) and Member Band Director initiate multiple Arbitration proceedings, the subject matters of which are related by common questions of law or fact and which could result in conflicting awards or obligations, such proceedings shall be consolidated into a single Arbitration proceeding at the election of LEM and Member Band Director).

Each Party irrevocably consents to the delivery of service of process with respect to any Arbitration in any manner permitted for the giving of notices under Section 19.

Notwithstanding anything contained in the AAA Commercial Arbitration Rules to the contrary, the non-prevailing party shall bear all costs associated with any Arbitration under this Agreement, including the costs and expenses of the Arbitration, and the cost of its own and the prevailing party's legal representation and expert witness fees (including any related charges and disbursements). The parties hereto agree to keep confidential, and to require that the Arbitration Panel keep confidential, the existence of any Arbitration, the arbitral proceedings, the submissions made by the parties (including any discovery) and any decisions made by the Arbitration Panel, including any award, except to the extent necessary to Performer(s)/Performer/Band(s)'s legal and professional advisors (provided that such individuals will be made aware of the confidential nature of such information), and to the limited extent necessary in connection with any proceeding to confirm or vacate such award in accordance with this Section 17(b).

(c) *Arbitration Award.* Any award rendered by the Arbitration Panel shall be:

(i) in writing, state the basis of the award and include both findings of fact and conclusions of law and

(ii) final, binding and non-appealable upon the parties and any court having jurisdiction may enter a judgment on any such award.

(d) *Equitable Relief.* Each of the parties hereto acknowledges that the rights granted by and to LEM and Performer(s)/Performer/Band(s) under this Agreement possess a special, unique, and extraordinary character that make difficult the assessment of monetary damage that would be sustained by LEM or Performer(s)/Performer/Band(s) as a result of any breach of this Agreement by the other party or any unauthorized use of the rights granted by LEM or Performer(s)/Performer/Band(s) under this Agreement and any such breach of unauthorized use will immediately cause irreparable harm to the Series, LPA, LEM, LEM and LPA affiliates, Performer(s)/Performer/Band(s) and others and that any remedy at law for such breach will be inadequate. Notwithstanding anything to the contrary in this Agreement, before the Arbitration Panel is convened in accordance with this Section 17 any party may seek temporary or preliminary injunctive relief in aid of the Arbitration, at any time exclusively from the U.S. District Court or, if it does not have jurisdiction, the North Carolina state courts, in each case located in Charlotte, North Carolina (collectively, the "Designated

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Courts”) with respect to any Dispute (collectively, “Interim Equitable Relief”); provided that Performer(s)/Performer/Band(s) shall not seek Interim Equitable Relief or any other equitable relief of any kind to enjoin or otherwise restrain or limit LEM, LPA or any of their affiliates from conducting any of the Events. If a Dispute requires Interim Equitable Relief before the Arbitration Panel is convened in accordance with this Section 17, the procedures set forth in this Section 17 will still govern the ultimate resolution of the Dispute notwithstanding the fact that a Designated Court may have entered an order providing for injunctive or another form of Interim Equitable Relief. Each of the parties to this Agreement submits to the exclusive jurisdiction of the Designated Courts with respect to the Interim Equitable Relief, including, the in personam and subject matter jurisdiction of the Designated Courts, waives any objection to such jurisdiction on the grounds of venue or forum non-conveniens, the absence of in personam or subject matter jurisdiction and any similar grounds, consents to service of process by mail or any other manner permitted by law, and irrevocably agrees to be bound by any judgment rendered thereby in connection with such Interim Equitable Relief subject to all applicable appeal rights from such Designated Courts.

18. NO THIRD PARTY BENEFICIARY. The terms and provisions of this Agreement are intended solely for the benefit of the parties hereto, and it is not the intention of the parties to confer third-party beneficiary rights upon any other person or entity other than any person or entity entitled to indemnification under Section 13 above.

19. NOTICES. Any notice or other communication under this Agreement shall be in writing and shall be considered to have been given and received when delivered personally or sent by facsimile or electronic mail (with a copy by any other means for providing notices under this Agreement), or one business day after being sent by a reputable overnight courier to the applicable party at the address, facsimile number or electronic mail address set forth below its name on the signature page to this Agreement (or at such other address or facsimile number as that party may specify by notice to the other)

20. PERSONAL INJURY AND PROPERTY DAMAGE RELEASE. I hereby release and waive any and all claims pursuant to the RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT in my LPA Competition Membership and License Application.

21. AMENDMENT. Other than as set forth herein, this Agreement may not be amended other than by a writing duly signed by the Performer(s)/Performer/Band(s) and LEM.

[NEXT PAGE IS THE SIGNATURE PAGE]

Performer/Band Region _____
Member Band Director _____

IN WITNESS HEREOF, THE PARTIES HAVE AFFIXED THEIR SIGNATURES BELOW IN AGREEMENT WITH ALL OF THE TERMS AND CONDITIONS HEREIN.

LPA EVENT MANAGEMENT INC.

(BAND NAME/CORPORATE ENTITY)

By: _____
Its: President

By: _____
Its: _____

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Member Band Director _____

Exhibit A

Additional Advertising, Promotional, Sponsorship Activities and Branding Requirements

1. ADVERTISING AND PROMOTIONAL ACTIVITIES. During any Year, the rights granted in Section 4 of the Agreement with respect to the Performer(s)/Performer/Band(s) (while in his or her fire suit or any other branded apparel of a Team sponsor) may be sublicensed to any then-current Series Sponsor for such Year on an exclusive basis solely for endorsement of any or all products and services of such Series Sponsor in such Series Sponsor's Series Sponsor Category (as defined in Exhibit C), provided that, if a Series Sponsor Change (as defined below) has been effectuated during the Term, off-stage activation rights of the Series Sponsor shall be subject to the limitations set forth in Sections 4(c) and (d) below and no such endorsement rights may be used in any manner that would be in conflict with a sponsorship agreement of Performer(s)/Performer/Band(s) existing prior to such change (as such sponsorship agreement may be extended from time to time on similar terms).

2. COLLECTIVE USE. Any Event still image that depict(s) ten (10) or more battle uniforms and/or ten (10) or more Performer(s)/Performer/Band(s) in uniform and/or ten (10) or more crew members in uniform at an Event may be used in any medium by the car owner(s), team(s), Performer(s)/Performer/Band(s)(s), sponsor(s), licensee(s), stage(s), and LEM and its affiliates and its sponsors and licensees for advertising, marketing and promotional purposes supporting the parties' involvement in the sport even though it may include the likeness of the Performer(s)/Performer/Band(s), provided that no personal endorsement of any brand, product or service is created or implied by any such use

3. DISPLAY OF LPA AND DESIGNATED SPONSOR AND COMPETITOR BRANDING.

Performer(s)/Performer/Band(s) acknowledges and agrees that, at all times for every Event in which Performer(s)/Performer/Band(s) competes in the Series, Performer(s)/Performer/Band(s) will adhere to the sponsor and competitor branding requirements on Performer(s)/Performer/Band(s)'s uniform and battle uniform as mandated by LEM in Exhibit B. Furthermore, if a Performer(s)/Performer/Band(s) endorses any product(s) or service(s) utilizing his or her Series uniform, such use must be as seen in competition, and cannot conflict with the provisions of Section 4 with respect to the Reserved Sponsor Category exclusivity. Subject to the terms of this Agreement, the Performer(s)/Performer/Band(s) shall abide by the provisions in the LPA Rule Book regarding advertising and related promotional restrictions as set forth in Section 20.4.19 relating to "patches and Advertising" as in effect on the date hereof and amended or supplemented in accordance with the terms of this Agreement. The Performer(s)/Performer/Band(s) understands and agrees that LEM may refuse to permit, or it may restrict or assign the size or placement of patches, identification, and advertising of any kind on the Designated Apparel or the Performer(s)/Performer/Band(s)'s uniform ("Performer(s)/Performer/Band(s) Sponsor Advertising"), that is reasonably in the best collective interests of LEM and all of the competitors in the Series, provided that, nothing herein shall limit the Performer(s)/Performer/Band(s) from maintaining and complying with an agreement with a

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sponsor for Performer(s)/Performer/Band(s) Sponsor Advertising that was permitted by LEM at any time during the previous three (3) battle seasons; provided further, that, notwithstanding the foregoing, if LEM raises reasonable concerns that a sponsor's brand has become tarnished by controversy, crisis or circumstance such that its association with Performer(s)/Performer/Band(s), his or her team or LEM would damage the LPA brand or image of the sport, or violate the broadcast standards of partners under LPA telecast contracts or damage their ability to sell advertising within Event telecasts, then LEM and the Member Band Director will discuss such concerns and cooperate in good faith to reach a mutually agreeable solution.

4. RESERVED SPONSOR EXCLUSIVITY.

(a) **GENERAL.** LEM has agreed, pursuant to its agreement with each respective Member Band Director in the Series, to use commercially reasonable efforts to sell certain sponsorships in the Category 1 Category and the Category 2 Category (Category 1 Category and Category 2 Category shall have the meanings set forth on Exhibit C hereto, provided the Series Sponsor Category is subject to change in accordance with the terms hereof; Series Sponsor Category, Category 1 Category and Category 2 Category shall be collectively referred to herein as "Reserved Sponsor Categories"). Subject to terms set forth below, the Series Sponsor Category may change from time to time during the Term and LEM may sell up to two Series Sponsor Categories for any Year (and in either such event LEM shall notify Performer(s)/Performer/Band(s) in writing of any change in the exclusivity, promotional requirements or other restrictions relating to the Series Sponsor Category(ies) prior to January 1 for the applicable Year (or such later date if, in LEM's good faith judgment, January 1 is not practicable). The other Reserved Sponsor Categories may not expand in nature or scope during the Term (but, for clarity, are permitted to contract or be further limited). In the event of such sponsor changes to the Series Sponsor Category, Performer(s)/Performer/Band(s) agrees to acknowledge such changes which affect Performer(s)/Performer/Band(s)'s rights and obligations under this Agreement, to the extent that such changes are in accordance with the terms of this Agreement, prior to the start of the subsequent Season as a prerequisite for Performer(s)/Performer/Band(s) to compete in such Season(s). At all times during the Term, Performer(s)/Performer/Band(s) shall comply with exclusivity reasonably required by the agreements relating to such Reserved Sponsor Categories, including any reasonable promotional requirements relating to Performer(s)/Performer/Band(s)'s uniform, and any other reasonable restrictions necessary to protect the exclusivity granted in such Reserved Sponsor Categories (but subject the remaining provisions set forth in this Section 4). The Reserved Sponsor Categories and all applicable restrictions or limitations are attached hereto and incorporated herein as Exhibit C.

(b) **SERIES SPONSOR EXCLUSIVITY.** At all times during the Term when an agreement relating to a Series Sponsor is in effect, but subject to this Section 4 and subject to written agreements Member Band Director may have with LEM or its Affiliates in existence on the date hereof, Performer(s)/Performer/Band(s) shall not, when participating in any Event or in any advertising or promotion that uses the name, image or likeness of

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Member Band Director _____

Performer(s)/Performer/Band(s), or that is based on Performer(s)/Performer/Band(s)'s participation in the Series (unless otherwise expressly authorized in writing by LEM), use or display in any commercialized or sponsored manner any product, brand, logo, trademark or service identification of any person or entity in any Series Sponsor Category anywhere by such Person, including on the Performer(s)/Performer/Band(s)'s Series uniform; provided that, if, following the date of this Agreement, LEM modifies the Series Sponsor Category or enters into an agreement with a new Series Sponsor(s) (each, a "Series Sponsor Change") and Member Band Director or Performer(s)/Performer/Band(s) is then a party to a written contract with a sponsor with respect to any branding that has been granted to such sponsor via such written contract prior to the Series Sponsor Change (each, together with any permitted successors thereto (as such permission is determined pursuant to the applicable agreement with such sponsor), a "Qualifying Sponsor") that would breach the exclusivities granted by LEM within such new Series Sponsor Category (or Series Sponsor Categories) (each, an "Exclusivity Breach"), the Performer(s)/Performer/Band(s) shall have the right to maintain and comply with such Qualifying Sponsor's agreement (or agreements) in accordance with Sections 4(c)-(d) below (and, for clarity, only the exceptions set forth in Sections (c)-(d) are permitted). Subject to compliance with this Section 4, Performer(s)/Performer/Band(s) acknowledges and agrees that LEM may, in its reasonable discretion, refuse to permit or limit the use or display of any product, brand, logo, trademark or service identification of a person or entity in any Series Sponsor Category, including on the Performer(s)/Performer/Band(s)'s Series uniforms.

(c) SINGLE SERIES SPONSOR. During any Year in which LEM effectuated a Series Sponsor Change such that only one Series Sponsor is then-current for such Year, if Performer(s)/Performer/Band(s) would be in an Exclusivity Breach with respect to any branding that Member Band Director or Performer(s)/Performer/Band(s) has granted to a Qualifying Sponsor on the Designated Apparel, Performer(s)/Performer/Band(s) or Performer(s)/Performer/Band(s)'s uniform and would be visible to the general public at any Event (the "At Event Assets"), such Qualifying Sponsor branding for the At Event Assets shall be permitted during the Term solely at the visibility or participation level pursuant to and set forth in the then-current agreement with such Qualifying Sponsor and the level of such Qualifying Sponsor branding for At Event Assets shall not be increased, other the any increases already set forth in the then-current contract with such Qualifying Sponsor without any modifications or amendments to such levels, provided that (i) if, at any point during the Term, such Qualifying Sponsor reduces its level of branding for any At- Event Asset, the exclusivity exceptions set forth in this Section 4(c) shall be permitted at the highest level of branding that was granted pursuant to such written contract, regardless of whether the Member Band Director or Performer(s)/Performer/Band(s), as applicable, enters into any amendment, renewal or different agreement with such Qualifying Sponsor (for clarity, Member Band Director shall have the right to enter into such amendments, renewals or different agreement with such Qualifying Sponsor in accordance with the terms hereof), (ii) if, at any point during the Term, such Qualifying Sponsor's relationship with Performer(s)/Performer/Band(s) is terminated, the exclusivity exceptions set forth in this Section 4(c) shall no longer apply with respect to such Series

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Member Band Director _____

Sponsor, but only as to the terminated contract and not to any other contract which is otherwise permitted that is then in effect, and (in the case of an agreement entered into with Performer(s)/Performer/Band(s)) the Performer(s)/Performer/Band(s) shall provide prompt written notice to LEM of such termination and shall otherwise comply with Section 4(b) without exception except for exceptions applicable to the non-terminated contract, if any (e.g., if Performer(s)/Performer/Band(s) has a personal services agreement with a Qualifying Sponsor of Member Band Director, the termination of the personal services agreement will not require Member Band Director to comply with Section 6.9(a) without exception in the event that it has non-terminated contracts which are otherwise permitted and remain in effect), and (iii) if any agreement entered into with the Performer(s)/Performer/Band(s) with any Qualifying Sponsor would be in an Exclusivity Breach but such agreement does not specifically identify the level of branding for the At-Event Assets, then such Qualifying Sponsor shall not be afforded the exclusivity exceptions for any At-Event Assets set forth in this Section 4(c). During any Year in which LEM effectuated a Series Sponsor Change such that only one Series Sponsor is then-current for such Year, such exclusivity granted to any Series Sponsor shall extend to off-stage activation in accordance with Section 4(b), provided that if Member Band Director or Performer(s)/Performer/Band(s) would be in an Exclusivity Breach with respect to any off-stage activation that has been granted to a Qualifying Sponsor via such written contract, then such Qualifying Sponsor may continue marketing off-stage throughout the Year, in accordance with the restrictions set forth in the foregoing sentence, even though such marketing may conflict with the current conflicting Series Sponsor Category.

(d) **BIFURCATED SERIES SPONSORS.** During any Year in which LEM effectuated a Series Sponsor Change such that agreements with two (2) Series Sponsors are then in effect (i.e., each Series Sponsor has rights to a different continuous portion of the Season), each Series Sponsor shall only be afforded exclusivity in such applicable Series Sponsor Category as provided in Section 4(b) with respect to the Performer(s)/Performer/Band(s)'s Series uniform (it being understood that other applicable At-Event Assets are addressed in the Charter Member Agreement with Member Band Director) and solely during the portion of the Season that LEM or its Affiliates have granted such Series Sponsor exclusivity, which must correspond with a portion of the Season for which one of LPA's then principal U.S. television broadcast partners has Event live telecast rights (e.g., as of the date hereof, a Series Sponsor that corresponds to BROADCAST for the first portion of the Season and another Series Sponsor that corresponds to NBC for the second portion of the Season). In addition to the foregoing sentence, if Performer(s)/Performer/Band(s) would be in an Exclusivity Breach with any Qualifying Sponsor during the applicable portion of the Season, such Qualifying Sponsor branding for the Performer(s)/Performer/Band(s)'s Series uniform shall be permitted solely at the visibility or participation level pursuant to and set forth in the then-current written agreement with such Qualifying Sponsor and the level of such Qualifying Sponsor branding for the Performer(s)/Performer/Band(s)'s uniform during such portion of the Season shall not be increased, other than any increases during such portion of the Season already set forth in the then-current contract with such Qualifying Sponsor without any modifications or amendments to increase such levels of such agreement with such Qualifying Sponsor; provided that (i) if, at any point during the Term, such Qualifying Sponsor reduces its level of branding for the

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Performer(s)/Performer/Band(s)'s uniform during such portion of the Season, the exclusivity exceptions set forth in this Section 4(d) shall be permitted at the highest level of branding that was granted pursuant to such written contract, regardless of whether the Performer(s)/Performer/Band(s) enters into any amendment, renewal or different agreement with such Qualifying Sponsor (for clarity, Member Band Director and Performer(s)/Performer/Band(s), as applicable, shall have the right to enter into such amendments, renewals or different agreement with such Qualifying Sponsor in accordance with the terms hereof), (ii) if, at any point during the then-current term of such agreement, such Qualifying Sponsor's relationship with Member Band Director or Performer(s)/Performer/Band(s) is terminated, the exclusivity exceptions set forth in this Section 4(d) shall no longer apply with respect to such Series Sponsor, but only as to the terminated contract and not to any other contract which is otherwise permitted that is then in effect and (in the case of an agreement entered into with Performer(s)/Performer/Band(s)) the Performer(s)/Performer/Band(s) shall provide prompt written notice to LEM of such termination, and (iii) if any agreement entered into with the Performer(s)/Performer/Band(s) with any Qualifying Sponsor would be in an Exclusivity Breach but such agreement does not specifically identify the level of branding of the Performer(s)/Performer/Band(s)'s uniform, then such Qualifying Sponsor shall not be afforded the exclusivity exceptions set forth in this Section 4(d). For clarity, any exclusivity granted to any Series Sponsor in accordance with this Section 4(d) shall not extend to off-stage activation (e.g., any Team sponsor may continue marketing not at the stage throughout the Term even though such marketing may conflict with the current conflicting Series Sponsor Category).

(e) Category 1 SPONSOR EXCLUSIVITY. Performer(s)/Performer/Band(s) agrees that when participating in any Event, unless otherwise expressly authorized in writing by LEM, no product, brand, logo, trademark or service identification of any person or entity in the Category 1 Category (other than the Category 1 Sponsor) as defined in Exhibit C, will be used or displayed anywhere by Performer(s)/Performer/Band(s) during any Event, including on the Performer(s)/Performer/Band(s)'s Series uniform. Performer(s)/Performer/Band(s) agrees that Performer(s)/Performer/Band(s) may not advertise or promote a product, brand, logo, trademark or service identification of any person or entity in the Category 1 Category as defined in Exhibit C, whether in conjunction with an Event or not, if such advertising or promotion includes a LPA battle (e.g., Performer(s)/Performer/Band(s), crew member) suit, whether worn by Performer(s)/Performer/Band(s) or not, and/or a LPA battle uniform. Performer(s)/Performer/Band(s) acknowledges and agrees that LEM may, in its reasonable discretion, refuse to permit or limit the use or display of a product, brand, logo, trademark or service identification of any person or entity in the Category 1 Category by Performer(s)/Performer/Band(s) during any Event, including on the Performer(s)/Performer/Band(s)'s Series uniform. Notwithstanding the foregoing, actual use of Category 1 s other than those made by the Category 1 Sponsor on Team equipment other than the Designated Apparel (e.g., carts and buses) shall not be considered a breach of the provisions set forth in this paragraph.

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(f) Category 2 SPONSOR EXCLUSIVITY. Performer(s)/Performer/Band(s) agrees that Performer(s)/Performer/Band(s) will not participate in any sponsorship, licensing, or personal appearances with a company in the Category 2 Category (other than the Category 2 Sponsor) as it relates to Series battle either in or out of uniform other than as provided herein.

(g) Member Band Director Agreements. For clarity, the rights afforded to Performer(s)/Performer/Band(s) in respect of agreements entered into between Performer(s)/Performer/Band(s) and any Qualifying Sponsor pursuant to the preceding provisions of this Section 4 apply only as between Performer(s)/Performer/Band(s) and LEM and, accordingly, such rights may be subject to further limitations as provided in agreements between Performer(s)/Performer/Band(s) and Member Band Director .

5. ADDITIONAL VICTORY LANE OBLIGATIONS. Subject to the last sentence of this Section 5, for each Event won during the Term, the Performer(s)/Performer/Band(s) agrees to permit a display of one item from Series Sponsor, one item from the applicable Event entitlement sponsor so long as such Event entitlement sponsor does not conflict with a Team sponsor, and items from the Team's sponsors on the Designated Apparel in victory lane so long as such Team sponsors do not conflict with the Series Sponsor Category. Subject to the last sentence of this Section 5, the size, location and weight of such item(s) shall be approved by LEM and all items shall be subject to the exclusivity of the Reserved Sponsor Categories. Notwithstanding the foregoing, if following the date of this Agreement LEM modifies the Series Sponsor Category and the Member Band Director or Performer(s)/Performer/Band(s) is a party to a written agreement with a Qualifying Sponsor that is a primary sponsor as of the date of such modification (subject to the applicable extensions solely in accordance with Sections 4(b)-(c) above) that would be in an Exclusivity Breach with respect to the display of products of such Series Sponsor within the Series Sponsor Category in victory lane, the Performer(s)/Performer/Band(s) shall not (i) display the products of such Qualifying Sponsor and (ii) be required to display the products of such new Series Sponsor, in each of (i) and (ii), in victory lane (and none of the foregoing shall be deemed a breach of this Agreement or LPA Rules).

EXHIBIT B

Logo Placement Requirements

(a) **The LPA Logo:** the designated LPA Bar logo, having minimum dimensions of .75” tall x 3.5” wide, to be displayed on the uppermost and outer left sleeve of the Performer(s)/Performer/Band(s)’s fire suit, as directed by LPA;

(b) **The LPA Series Logo:** the designated LPA Series logo, having minimum dimensions of 1.6” tall x 3.50” wide, to be displayed on the uppermost right hand chest of the Performer(s)/Performer/Band(s)’s fire suit. The LPA Series logo to be centered between the right underarm and the center zipper line, and be at least 2” below the shoulder epaulet. The vertical placement of all other logos should not be equal to or partially equal to the LPA Series logo, and full color schematics are required, all as directed by LPA or LEM;

(c) **The Category 1 Sponsor Logo:** the Category 1 Sponsor logo having minimum dimensions of 1” x 4”, to be displayed on the top half front-facing torso on Performer(s)/Performer/Band(s)’s fire suit, as directed by LPA or LEM;

(d) **The Category 2 Sponsor Logo:** the Category 2 Sponsor logo having minimum dimensions of 2.25” x 3.50”, to be displayed on the upper chest or outer sleeve above the elbow of the Performer(s)/Performer/Band(s)’s fire suit, as directed by LPA or LEM;

(e) **LPA Playoffs Branding:** In the event that Member Band Director qualifies for the 2023 LPA , or any subsequent elimination round thereof, then Member Band Director shall cause the display of any and all LPA playoffs branding elements mandated by LEM on the Performer(s)/Performer/Band(s)s and all crew members uniforms and on the Designated Apparel, as specified by LEM, provided that Member Band Director shall not be obligated to comply if compliance would cause any material negative impact or any breach of Member Band Director or Performer(s)/Performer/Band(s) sponsorship branding obligations. Furthermore, any Performer(s)/Performer/Band(s)s and/or Member Band Directors that did not qualify for the LPA playoffs for the LPA , or that are otherwise eliminated from championship contention at any stage during the LPA playoffs, shall not be permitted to display branding elements similar to those mandated by LEM to identify current LPA playoffs contenders.

20 LOGO PLACEMENT GUIDELINES**

“Image & Description”

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Member Band Director _____

EXHIBIT C Reserved Sponsor Categories

“ “ **Category.** Means Category 1s for any type of uniform, including equipment, clothing, and recreational uniforms (RVs), including battle Category 1 s for any of the foregoing uniform s. “Competitor Category 1 Shop” means a Category 1 retailer, installer or repair facility that: (i) includes the name of a single competitor Category 1 brand (e.g., with respect to Goodyear (the Category 1 Sponsor as of the effective date of this Agreement), Firestone Complete Auto Care); or (ii) is owned or operated by any Person that owns a third-party competitor Category 1 brand and gives preferential treatment to a single competitor brand or affiliate brands. The Performer(s)/Performer/Band(s) shall be permitted to include on the Designated Apparel the branding of a retail Category 1 company and/or repair facility which features the word “Category 1 ” in conjunction with the company name (e.g., Discount Category 1), provided that such third party retailer/repair facility is not a Competitor Category 1 to LEM.

“ “ **Category.** Means collectively “Non-Category 2 Products”. Such Non Category 2 Products sponsorships are permitted subject to LEM approval and the conditions outlined below. Companies in the Category 2 Category may sponsor a Performer(s)/Performer/Band(s) and battle team for Non-Category 2 Products, provided that the Designated Apparel and the Performer(s)/Performer/Band(s) and team’s uniforms and at-stage equipment, etc., cannot feature the brand, logo, trademark, product or service identification of a (i) Category 2, (ii) Category 2 retailer, or (iii) a corporate name of a company in the Category 2 Category. Further, no Performer(s)/Performer/Band(s) may advertise or promote a product or service which includes a brand, logo, or trademark of, or where the advertisement or promotion features a brand, logo, or trademark of a (i) Category 2, (ii) Category 2 retailer, or (iii) the corporate name of a company in the Category 2 Category, whether, in or out of uniform. For example, the Performer(s)/Performer/Band(s) may enter into agreements with convenience stores as long as such convenience stores are not branded by a company in the Category 2 Category (e.g. 7-Eleven, Circle K, Sheetz, WaWa). Companies in the Category 2 Category may sponsor the Designated Apparel, the Performer(s)/Performer/Band(s) or Performer(s)/Performer/Band(s)’s team, subject to LEM’s approval or other as long as they are not branded by a company in the Category 2 Category. Notwithstanding the foregoing, it is agreed and understood that the Performer(s)/Performer/Band(s) may not promote and/or advertise foreign brands.