

## LICENSE AGREEMENT

This LICENSE AGREEMENT (the “Agreement”) is made and effective as November 1<sup>st</sup>, 2022 (the “Effective Date”) by and between BG Media, Inc., d/b/a FIVE15 Media Mojo & More (“Licensor”), a Michigan corporation located at 515 S. Washington, Royal Oak, Michigan 48067 and the Above Named Signature and Licensee (“Licensee”) (each a “Party” and collectively the “Parties”).

WHEREAS, Licensor created, developed, performs and curates performances of an original theatrical event in which a male who presents as a female hosts an interactive entertainment show and bingo event featuring performance of comedy, variety, music, dance, live entertainment, audio and/or visual elements, bingo game(s) and audience participation, followed by post-performance opportunities during which audience members may engage with performers (the “Show”);

WHEREAS, since at least as early as 2009, Licensor has presented and advertised the Show live, via streaming, and via video under the name and mark DRAG QUEEN BINGO (the “Mark”), which such name and mark has been extensively used by and on behalf of Licensor with respect to the Show, and is the subject of common law rights arising from such use, and is also the subject of U.S. Trademark Registration No. 5168680 covering entertainment services in the nature of comedy shows; entertainment services in the nature of live visual and audio performances, namely, musical, variety, news and comedy shows; and presentation of live comedy shows (the “Services”, performance of which shall be deemed within the term “Show” defined above); and

WHEREAS, Licensor seeks to engage Licensee, and Licensee seeks to be engaged by Licensor: to: (1) publicly perform the Show (as performed by Licensee, a “Performance”); (2) use the Mark to identify and promote the Performance; and (3) secure from Licensor prizes; scripts; comedy content; entertainment content; Show orientation and arrangement protocols; experience-based knowledge; proprietary hosting practices; proprietary audience engagement techniques; bingo cards; bingo chips; access to a mobile app or other technology that facilitates electronic bingo play; post-performance engagement opportunities; and other knowledge, information and materials created or compiled by Licensor and provided or identified to Licensee (collectively, the “Materials”) for use in support of the Performance, all pursuant to the terms of this Agreement.

NOW THEREFORE, in consideration of the premises and mutual promises contained herein, and for other good and valuable consideration the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

1. **LICENSE**. Licensor hereby grants to Licensee a non-exclusive right and license to do the following in the Territory (defined below) during the Term (defined below): (A) publicly perform the Show as the Performance; (B) use the Mark to identify and promote the Performance; and (C) use the Licensed Materials in support of the Performance, all of the foregoing pursuant to the terms of this Agreement (collectively, the “Permitted Use”).
2. **PERFORMANCE DETAILS**. The venue of the Performance shall be The venue listed in the form application {the “Venue”). Licensee shall perform the Performance at the Venue on date indicated on the submission form (the “Performance Date”) and shall participate in a post-performance meet and greet at the Venue from time stated in the submission form (which such times may be subject to minor reasonable delay or modification). The rights and

obligations of each of Licensor and Licensee with respect to preparation and production of the Performance, including the responsibilities of each of Licensor and Licensee on or around the Performance Date, are set forth on Exhibit A.

### **3. LICENSOR OWNERSHIP OF SHOW, MARK AND MATERIALS.**

- A. All rights, title, and interest in and to the Performance, Show, Mark, and Materials (collectively, the “Licensed Materials”) are and shall remain exclusively owned by Licensor.
- B. Licensee acknowledges and agrees that its use of the Licensed Materials shall not create in its favor any right, title or interest in or to such Licensed Materials, other than the license rights granted herein. In the event that any rights in or to the Licensed Materials (other than the license rights granted herein) may be deemed to accrue to Licensee, Licensee agrees to, and hereby does, assign and transfer such rights to Licensor.
- C. All rights in and to the Licensed Materials not licensed to Licensee hereunder are reserved to Licensor.

### **4. LICENSEE USE OF LICENSED MATERIALS**

- A. Licensee shall use the Licensed Materials only for the Permitted Use. All use of the Licensed Materials by Licensee shall comply with all applicable laws.
- B. Licensee shall have the right to display the Mark at or in connection with Licensee’s performance of the Performance, including Licensee’s use of Materials in connection therewith.
- C. Licensee shall have the right to use the Mark within the Territory to promote the Performance and Licensee’s performance therein in a truthful and accurate manner in printed materials (whether distributed by paper, electronically, or in any other format); orally via interviews, radio programs, television programs, videos or podcasts; and through any website or social media profile operated by or on behalf of Licensee; provided, however, that all promotional materials containing the Mark and/or referencing the Performance contemplated for use by Licensee shall be subject to approval by Licensor.
- D. Any use by Licensee of the Mark shall include the trademark notice ®, and shall indicate that the Mark is being used pursuant to license.

### **5. LIMITATIONS ON LICENSEE USE OF LICENSED MATERIALS**

- A. Licensee shall have no right to, and shall not, use any mark other than the Mark to identify or promote the Performance. All use of the Mark by Licensee shall inure to the benefit of Licensor.
- B. Licensee shall not modify the Licensed Materials in any manner without the written consent of Licensor.
- C. Licensee shall have no right to, and shall not, use or seek to register the Mark, or any variations thereof, as a trademark, domain name, social media handle, or in any other

manner that would reasonably be deemed to suggest that Licensee owns or has the right to register the Mark or other of the Licensed Materials, or is the source of services provided under the Mark other than pursuant to the license granted herein.

- D. Licensee shall have no right to, and shall not, use the Licensed Materials outside of the Territory, or on or in connection with any goods or services other than the Permitted Use, without the written consent of Licensor in each instance.
  - E. Licensee shall not use the Licensed Materials, whether alone or in combination with any other mark, services or materials, in any manner that would reasonably be deemed to compete with or negatively impact the Performance, Mark, Show, Materials or Licensor.
  - F. Licensee shall not challenge Licensor's ownership or use of the Licensed Materials in any manner. Licensee further shall not assert, or threaten to assert, any claims based on the Licensed Materials against any third party without the prior written consent of Licensor.
6. **QUALITY STANDARDS.** All Permitted Use by Licensee shall be of high artistic quality, at least consistent with the quality of the Services provided by Licensor as of the Effective Date. Licensor shall have the right to request representative examples of Permitted Use by Licensee, including to attend (or direct others to attend) performances of Licensee for the purpose of auditing Licensee's use of the Licensed Materials. If any Permitted Use by Licensee is found by Licensor to not conform to the quality standards stated herein, Licensor shall provide Licensee with written notice of the non-conformance and Licensee shall correct or cause the correction of the same within five (5) days. Failure by Licensee to comply with the foregoing obligation shall be deemed a material breach of this Agreement.
7. **LICENSE FEE.** In consideration of the license granted herein, Licensee shall pay Licensor a one-time fee in the amount of \$1500 (the "License Fee"), of which \$500 shall be allocated as a deposit (the "Deposit"). The Deposit shall be due to Licensor upon execution of this Agreement by both Parties, and shall be fully refundable up to 30 days prior to the Performance Date. Unless otherwise agreed in writing between Licensor and Licensee, the remaining balance of the License Fee shall be due to Licensor at least ten (10) days prior to the Performance Date (defined below). In the event this Agreement extends to multiple Performance Dates, the periods provided in this Section shall correspond to the earliest such Performance Date. No refund of a License Fee, in whole or in part, shall be provided by Licensor other than as stated in this Section. Payments due to Licensor may be made by wire transfer or check to an account identified in writing by Licensor, or by an electronic money transfer service (e.g. Venmo) as mutually agreed by the Parties.
8. **CONFIDENTIALITY.** "Confidential Information" shall mean all information and materials furnished to a Party (the "Receiving Party") by or on behalf of the other Party (the "Disclosing Party"), or learned by the Receiving Party, during the course of, or relating to, the activities contemplated by this Agreement (whether before or after the Effective Date), which is identified as, or which should be reasonably understood to be, confidential or proprietary to the Disclosing Party, including: (a) the material terms of this Agreement; (b) all financial information, trade secrets, know-how, comedy content, music selection, choreography, skits, ideas, concepts, designs, drawings, plans, or other information reflecting or relating to any non-public aspect of the Performance, Show, Mark, and/or other Licensed Materials; and (c) any other confidential, personal or sensitive information belonging to or

under the control of the Disclosing Party. The Receiving Party shall not: (i) divulge Confidential Information to others, either directly or indirectly; or (ii) use, directly or indirectly, any Confidential Information for the benefit of anyone (including itself) other than the Disclosing Party; provided, however, that the Receiving Party shall have no obligation, express or implied, to refrain from using or disclosing to others any Confidential Information which is or hereafter shall become generally available to the public other than through the Receiving Party's breach of this Agreement. In the event that the Receiving Party has reason to believe that any Confidential Information of the Disclosing Party has been or may be disclosed in a manner not authorized by this Agreement, or becomes legally compelled to disclose any Confidential Information of the Disclosing Party, such Receiving Party shall provide the Disclosing Party with prompt notice thereof, and shall cooperate with the Disclosing Party to seek a protective order or take other reasonable action as requested by the Disclosing Party.

9. **TERM AND TERRITORY.** The term of this Agreement shall commence on the Effective Date and, unless terminated earlier in accordance with Section 10 below, shall expire on (or for Performances extending after midnight, the day after) the Performance Date upon completion of the Parties' obligations under this Agreement (the "Term"). The Term may be extended or reduced upon written agreement of the Parties. The territory of this Agreement shall be the State of Michigan.

10. **REPRESENTATIONS.** Each Party represents and warrants that: (A) it has the full right, power and authority to enter this Agreement and to perform its obligations hereunder; (B) this Agreement constitutes its valid and binding obligation; (C) its execution and performance of this Agreement does not and will not conflict with any other agreement to which it is a party; and (D) it shall at all times comply with its obligations under this Agreement, and with all applicable laws.

## 11. **TERMINATION**

A. This Agreement shall continue until the expiration of the Term, unless earlier terminated pursuant to this Section.

B. Either Party may terminate this Agreement immediately upon written notice to the other Party if the other Party: (i) materially breaches this Agreement; (ii) engages or is reasonably believed to engage in activity that is illegal, or makes or infers (whether through verbal or nonverbal communication) any statement, or takes or refrains from taking any action, that would reasonably be expected to adversely affect or otherwise cast a negative light on the Performance, Show, Mark, Materials or the other Party; or (iii) files for bankruptcy, voluntary or involuntary dissolution, is declared insolvent, makes an assignment for the benefit of creditors, fails to pay its debts when due, or suffers the appointment of a receiver or trustee over all or substantially all of its assets or properties.

C. Upon expiration or termination of this Agreement for any or no reason:

- i. all rights and licenses granted to Licensee shall immediately cease, and Licensee shall thereafter have no right to use, and shall not use, the Licensed Materials (in whole or in part), or any name, mark, show or work that so nearly resembles any of the Licensed Materials as to be likely to cause confusion therewith or infringement thereof;

- ii. Licensee shall return to Licensor, or at Licensor's written request destroy, all Materials, and any other materials, including any promotional or advertising materials (whether written, digital, electronic or in any other format) bearing the Mark or any aspect of the Performance; and
- iii. each Receiving Party shall return to the Disclosing Party, or upon the Disclosing Party's written request destroy, and in any event thereafter not use or disclose in any manner, all Confidential Information of the Disclosing Party.

**12. INDEMNIFICATION.** Licensee shall indemnify, defend and hold harmless Licensor and its founders, officers, directors, employees, independent contractors, representatives and agents from any and all liabilities, losses, claims, demands, causes of action, suits, judgements, damages and expenses (including attorneys' fees and expenses) for which any of them may become liable, may incur or be compelled to pay, or shall pay, in each case arising out of, resulting from and/or based on: (A) breach of this Agreement by Licensee; (B) Licensee's use of the Licensed Marks or Licensed Materials, and/or offer, provision or promotion of the Services, other than as authorized by this Agreement.

**13. ENFORCEMENT.** Licensee shall promptly notify Licensor in writing (which may be by email) of any actual or potential infringement or other violation of the Licensed Materials known to Licensee, and/or any other action or inaction known to Licensee that would reasonably be expected to negatively affect the Licensed Materials, Licensor and/or Licensee. Licensor shall have the exclusive right to enforce (or refrain from enforcing) rights in and to take action (or refrain from taking action) against any actual or potential infringement or other violation of the Licensed Materials, and Licensee shall cooperate with Licensor as reasonably requested in furtherance of any such efforts.

**14. ASSIGNMENT.** Licensor shall have the unrestricted right to assign any of its rights, duties and/or obligations under this Agreement. Licensee may not assign any of its rights, duties and/or obligations hereunder without the prior written consent of Licensor. Any purported transfer to the contrary shall be deemed null and void and shall constitute a material breach of this Agreement. Subject to the foregoing, this Agreement shall be binding upon the Parties' permitted successors and assigns.

**15. FURTHER ASSURANCES.** Each Party shall execute and deliver such documents, and take such actions, as may be reasonably requested by the other Party to effect or evidence the terms of this Agreement.

**16. FORCE MAJEURE.** Neither Party shall be liable for any failure or delay in performance hereunder which is caused by an act of God, nature, public health, government, terrorism, failure of the internet or other action that cannot reasonably be prevented by the Party whose performance is so affected (a "Force Majeure Event"). In the event of a Force Majeure Event, the affected Party shall promptly notify the unaffected Party, and shall make reasonable efforts to promptly resume performance. If a Force Majeure Event continues for a period of thirty (30) days or more, the unaffected Party may, during the period of the Force Majeure Event, terminate this Agreement by written notice to the affected Party; provided, however, that neither the failure or delay in performance by the affected Party, nor the termination by the unaffected Party, shall be deemed a breach of this Agreement.

**17. EQUITABLE RELIEF.** Licensee acknowledges and agrees that Licensor will suffer great and irreparable harm as a result of a breach by Licensee of any covenant to be performed by it under this Agreement relating to, or in connection with, the Licensed Materials; accordingly, Licensor shall be entitled to apply for and receive from any court of competent jurisdiction a temporary restraining order, preliminary injunction, and/or permanent injunction enjoining Licensee from further breach of this Agreement or further infringement or impairment of Licensor's rights. Such relief shall be in addition to any other remedies available to Licensor pursuant to this Agreement or otherwise.

**18. MISCELLANEOUS.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior or contemporaneous oral or written agreements and understandings. This Agreement may be modified only by a writing signed by both Parties. In the event that any portion of this Agreement shall be held illegal, void or unenforceable, the remaining portions shall remain in full force and effect, and the Parties shall undertake to replace such illegal, void or unenforceable portion with language of equivalent meaning that is legal, valid, and enforceable. For purposes of this Agreement: (i) the singular includes the plural and the plural includes the singular; (ii) the words "and" and "or" are used in the conjunctive or disjunctive as the sense and circumstances may require; (iii) any form of the word "include" shall be deemed to be followed by the words "without limitation"; and (iv) whenever a Party is permitted or restricted from taking any action hereunder, such Party shall also be permitted or restricted from directly or indirectly authorizing, permitting or cooperating with an affiliate or third party to take such action.

**19. GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan without regard to the principle of the conflicts of laws. Each Party agrees to the jurisdiction and venue of the federal and state courts located in Oakland County, Michigan with respect to any action concerning the interpretation, performance or failure to perform under this Agreement.

BY SUBMITTING the FORM, the Licensee is agreeing to these Terms, the effective date is the date submitted.

## EXHIBIT A

### A. PARTIES' RESPONSIBILITIES WHEN LICENSOR PROVIDING VENUE

#### 1. LICENSEE

Licensee shall be responsible for providing all of the following:

- audio sound equipment
- microphones
- staging items
- [marketing]
- any additional goods, equipment or items desired for use in connection with the Performance not included in the Licensed Materials

Licensee shall further be responsible for:

- all ticket sales
- all reservations for tickets
- any ticket or reservation cancellations, returns and/or changes
- audience special requests, accommodations and/or complaints
- [arranging for and providing a photographer for the meet and greet]
- advising Licensor of any setup needs for the Performance, which shall be provided to Licensor in writing on the Effective Date (unless otherwise agreed between the Parties in writing)
- advising Licensor of the final headcount expected at the Performance no later than 24 hours before the start time of the Performance.

#### 2. LICENSOR

Licensor shall be responsible for providing all of the following:

- access to the Licensed Materials for use by Licensee pursuant to the Agreement
- use of the Venue for performance of the Performance and hosting the post-show meet-and-greet
- access to the Venue for Licensee and up to 10 personal guests of Licensee up to [one hour before the start time of the Performance for the purpose of preparing for the Performance
- access to the Venue for Licensee and up to 10 personal guests of Licensee up to [one hour after completion of the meet and greet for the purpose of packing up any materials and removing them from the Venue
- Venue lighting, tables and chairs

Licensor shall further be responsible for:

- setting up all tables and chairs in advance of the Performance
- taking down all tables and chairs following completion of the Performance
- cleaning the Venue after the Performance
- ensuring compliance of the Venue with all Venue, health and safety regulations as of the Performance Date and during the Performance

**EXHIBIT A**  
(continued)

**B. PARTIES' RESPONSIBILITIES WHEN LICENSEE PROVIDING VENUE**

1. LICENSEE

Licensee shall be responsible for providing all of the following:

- Venue
- audio sound equipment
- microphones
- staging items
- lighting
- [marketing]
- tables
- chairs
- any additional goods, equipment or items desired for use in connection with the Performance not included in the Licensed Materials

Licensee shall further be responsible for:

- all ticket sales
- all reservations for tickets
- any ticket or reservation cancellations, returns and/or changes
- audience special requests, accommodations and/or complaints
- [arranging for and providing a photographer for the meet and greet]
- arranging for access to Venue for any set up and takedown
- setting up all tables and chairs in advance of the Performance
- taking down all tables and chairs following completion of the Performance
- cleaning the Venue after the Performance
- ensuring compliance of the Venue with all Venue, health and safety regulations as of the Performance Date and during the Performance

2. LICENSOR

Licensor shall be responsible for providing all of the following:

- access to the Licensed Materials for use by Licensee pursuant to the Agreement