

SUMMER JAM SPONSORSHIP
STANDARD TERMS AND CONDITIONS

- 1. TERM.** This Agreement shall be effective on the Effective Date and shall continue until one (1) month following satisfactory completion of the Event, unless terminated sooner in accordance with the terms hereof.
- 2. EVENT.** HOT 97 is hosting its 2023 Summer Jam on June 4, 2023 at the UBS Arena (“Venue”) in Elmont, New York. HOT 97 shall promptly notify Sponsor in writing of any changes in the date and/or the Venue.
- 3. SERVICES.** HOT 97 will develop, organize, promote, produce, run, and perform all acts necessary for the organization and running of the Event.
- 4. SPONSORSHIP RIGHTS.** As such, Sponsor shall, at its sole expense, be entitled to: (a) set up signage and distribute other advertising, marketing, and sales materials at the Event, subject to HOT 97’s prior written approval, not to be unreasonably withheld; (b) create and distribute its own marketing materials stating that it is an official sponsor of the Event, incorporating both information about the Event and a pre-approved mark of HOT 97; (c) sell or distribute free samples of its Products at the Event; and (d) deliver promotional announcements over a loudspeaker from time to time at each Concert; provided, however, that such announcements are not disruptive to the activities taking place.
- 5. ADVERTISING AND PUBLICITY; MARKS.** Subject to the terms hereof, each party shall be entitled to use photographs and/or videotaped recordings of the Event in any of such party’s marketing and promotional materials, provided that they do not include the other party’s name, logo, likeness, or other marks or identifying characteristics of any kind without prior written approval. Such prior written approval is not to be unreasonably withheld, conditioned, or delayed. Additionally, if and to the extent that a party uses any such photographs and/or videotaped recordings that incorporate any third-party rights of any kind (including without limitation any intellectual property, publicity, likeness, and/or privacy rights), it shall be fully responsible for obtaining all such rights at its own expense prior to any such use. Additionally, either party shall have the right to make reference generally without revealing specifics to the existence of the relationship entered into hereunder in order to promote the Event.
- 6. SPONSORSHIP FEES.** As full and complete consideration for the sponsorship rights as set forth herein, Sponsor shall pay HOT 97 the full Fee amount as outlined in the Agreement. The Fee shall be non-refundable, except as may be specifically set forth to the contrary herein, and due and payable as follows:

 - (i) For “cash-in-advance” clients, payment is due upon contract agreement or before performance.

- (ii) Otherwise, payment by the Agency is due within thirty (30) days after date of the invoice and proof of performance; provided, that credit approval has been granted.

HOT 97 shall hold the Agency and Sponsor jointly and severally liable for payment of sponsorship fees in accordance with this Agreement.

Late payments shall be subject to interest charges (the highest amount permissible by applicable law) and collection cost reimbursement.

7. OTHER RESPONSIBILITIES (COSTS AND LIABILITIES).

- (a) While the parties acknowledge and agree that HOT 97 shall be responsible for all costs associated with planning and hosting the Event, Sponsor shall be responsible for all costs associated with Sponsor's marketing, promotional, sponsorship, and other activities.
- (b) Each party shall be responsible for the cost of replacing any of the other party's property or items to the extent that they are lost, stolen, damaged, or destroyed by such party, and/or its employees, guests, invitees, or agents, at the Event. Neither party is responsible for damage to any property or other items to the extent caused by any event or occurrence beyond the reasonable control of such party.
- (c) Subject to the terms hereof, each party is responsible for the conduct of its respective employees, guests, invitees, and/or agents at the Event.

8. INDEMNIFICATION. Each party (the "Indemnifying Party") agrees to indemnify, defend, and hold the other party and its affiliates and their respective officers, directors, employees, agents, and contractors (which, in Promoter's case, includes Artist) harmless from and against any and all third-party claims, losses, liabilities, damages, expenses, and costs, including reasonable outside attorneys' fees and court costs, to the extent arising out of the Indemnifying Party's

- (i) Gross negligence or willful misconduct; or
- (ii) Material breach of any of the terms of the Agreement.

The party seeking indemnification shall provide the Indemnifying Party with prompt written notice of any claim and give complete control of the defense and settlement to the Indemnifying Party, and shall reasonably cooperate with the Indemnifying Party, its insurance company, and its legal counsel in its defense of such claim(s), at the Indemnifying Party's expense. This indemnity shall not cover any claims in which there is a failure to give the Indemnifying Party prompt notice, but only to the extent such lack of notice prejudices the defense of the claim. The Indemnifying Party may not settle any potential suit hereunder without the Indemnified Party's prior written approval, which is not to be unreasonably withheld, conditioned or delayed.

9. REPRESENTATIONS AND WARRANTIES.

- (a) **By HOT 97.** HOT 97 represents and warrants that it has the required skills and experience to perform the services in a professional manner with reasonable skill and

care. HOT 97 shall comply with all statutes, ordinances, regulations, and laws of all federal, state, county, municipal, or local governments applicable to performing the services hereunder. HOT 97 has the full power, authority, ability, and legal right to execute and deliver the agreement and perform all of its obligations thereunder and under these terms and conditions, and that there are no pending or threatened claims or litigation which would or might interfere herewith. HOT 97 further represents and warrants that the services, along with any materials or information created or used hereunder by HOT 97, in whole or in part, do not violate the rights of any third party whatsoever (including without limitation, intellectual property, privacy, and/or publicity rights).

- (b) **By Sponsor.** Sponsor represents and warrants that it will fulfill its obligations hereunder in a professional and timely manner with reasonable skill and care. Sponsor shall comply with all applicable statutes, ordinances, regulations, and laws of all federal, state, county, municipal, or local governments. Sponsor has the full power, authority, ability, and legal right to execute and deliver the agreement and perform all of its obligations thereunder and under these terms and conditions, and that there are no pending or threatened claims or litigation which would or might interfere therewith. Sponsor further represents and warrants that any materials or information it provides or uses hereunder, in whole or in part, do not violate the rights of any third party whatsoever.

10. TERMINATION.

- (a) Either party may immediately terminate the agreement without further liability or obligation if: (a) the other party (or any of its employees, agents, contractors, directors, or officers) engages in conduct or activities that could reasonably be materially damaging to its business or reputation; or (b) the other party (or any of its employees, directors, agents, contractors, or officers) engages in conduct or activities which:
- (i) violate any applicable law, rule, regulation, or ordinance relevant to its activities hereunder;
 - (ii) result in an infringement of any patent, copyright, or other intellectual property right of either party or of any third party;
 - (iii) violate the confidentially provisions set forth below;
 - (iv) the other party otherwise materially breaches any provision, warranty, or representation of this agreement and, if curable, such material breach remains unremedied for a period of fifteen (15) days following receipt of written notice; or
 - (v) the other party becomes insolvent, makes a general assignment for the benefit of its creditors, suffers or permits the appointment of a receiver for its business, or becomes subject to any proceeding under bankruptcy laws or any other statute or laws relating to the insolvency or protection of the rights of creditors.
- (b) **By HOT 97.** HOT 97 may terminate the agreement, with or without cause, at any time and with immediate effect. If HOT 97 terminates the agreement for cause, HOT 97 shall be entitled to all amounts due and payable under the Agreement, including but not limited to the full Sponsorship Fee.

- (c) **By Sponsor.** If Sponsor terminates the Agreement pursuant to this Section 10, then Sponsor will be entitled to a full refund of any and all undisputed payments made by Sponsor in relation to its obligations under the Agreement.

In the event of any termination or expiration of this Agreement, each party agrees to promptly return to the other party all of such other party's property then in its possession, along with any and all copies thereof.

11. INSURANCE. Sponsor shall maintain, at its own cost and expense, the following insurance coverage during the Term and for one (1) year thereafter:

- (a) Comprehensive Commercial General Liability Insurance with minimum limits of not less than \$1,000,000 per occurrence;
- (b) Worker's Compensation Insurance in limits not less than required by applicable law; and
- (c) Employer's Liability Insurance in limits not less than \$1,000,000 per employee per accident.

Said policies shall be issued in the United States and written by a recognized insurance company with an A.M. Best Company rating of "A-" or better in the latest edition of Best's Insurance Guide and Key Ratings. Sponsor shall name HOT 97, along with HOT 97's employees, directors, officers, agents, subsidiaries, affiliates, and successors, as additionally insured parties on the Commercial General Liability Insurance policy. Additionally, Sponsor shall provide no less than thirty (30) days prior written notice of cancellation, non-renewal, or material change to any of the policies to HOT 97.

12. LIMITATION OF LIABILITY. EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT: (1) IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT TO THE OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, STATUTORY, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE, LOSS OF TIME, INCONVENIENCE, LOST BUSINESS OPPORTUNITIES, DAMAGE TO GOOD WILL OR REPUTATION, AND COSTS OF COVER, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN; AND (2) EACH PARTY'S ENTIRE AGGREGATE LIABILITY FOR ANY CLAIMS RELATING TO THIS AGREEMENT WILL BE LIMITED TO AN AMOUNT EQUAL TO THE FEE PAID OR PAYABLE BY SPONSOR HEREUNDER. ANY CLAIMS MADE PURSUANT TO THIS SECTION MUST BE MADE WITHIN ONE YEAR OF THE INCIDENT TO WHICH THEY RELATE OR FOREVER BE BARRED.

13. FORCE MAJEURE. Neither party shall be liable for delay or failure in the performance of its obligations under the agreement if such delay or failure is caused by conditions beyond its reasonable control, including but not limited to, fire, flood, inclement weather, accident,

earthquakes, telecommunications line failures, electrical outages, network failures, acts of God, terrorism, civil commotion, cancellation or closure by the applicable Venue, labor disputes, or performing artist's sickness, injury, death, pandemics, epidemics, local disease outbreaks, public health emergencies, quarantines, or inability to perform for any other reason (each, an "Event of Force Majeure"). Each party shall notify the other party of the occurrence of such an event within three (3) business days of its occurrence. If an Event of Force Majeure lasts for more than ninety (90) days, either party shall have the right to terminate the agreement, unless a suspension is mutually agreed upon in writing. In the event of any suspension or termination hereunder, Sponsor shall be entitled to a refund of 50% of the Fee.

14. RELATIONSHIP OF THE PARTIES. The parties hereto are independent contractors and not employees of each other. Nothing in these terms and conditions, and no course of dealing between the parties, shall be construed to create or imply an employment, agency, partnership, or joint venture relationship between the parties. Neither party shall be entitled to enter into any agreement or otherwise bind the other party except as specifically authorized hereunder and/or as pre-approved by such other party in advance and in writing.

15. CONFIDENTIALITY.

- (a) Neither party (each, a "receiving party"), along with its directors, officers, employees, agents, advisors, subcontractors, independent contractors, subsidiaries, and affiliates (collectively its "Representatives") shall, during the Term and for a period of two (2) years thereafter, without the other party's (each, a "disclosing party") prior written approval in each instance (not to be unreasonably withheld), disclose or otherwise make available to any other person or entity (whether acquired on the Effective Date or during the continuance of the agreement) any information relating to the disclosing party's business plans, products, advertising, innovations, fees, advertising or product concepts, customers, technology, computer software, computer systems, marketing methods, sales margins, cost of goods, cost of materials, capital structure, operating results, or other business affairs (including without limitation, the Fees and the remainder of the terms hereof), or any other proprietary or confidential information of the disclosing party (the "Confidential Information").
- (b) The foregoing shall not apply to Confidential Information which the receiving party can demonstrate (1) is or becomes known to the general public (other than as a result of the disclosure, directly or indirectly, by the receiving party or its Representative); (2) was or is made available to the receiving party on a non-confidential basis from a source other than the disclosing party or any affiliate, provided that such source is not, and was not, to the receiving party's actual knowledge, bound by a confidentiality agreement with the disclosing party or any affiliate or otherwise prohibited from transmitting such information by contract, legal or fiduciary obligation to the disclosing party, any affiliate, or any third party; or (3) is required to be disclosed by law, provided the receiving party gives disclosing party written notice and an opportunity to seek an appropriate protective order at its own expense.
- (c) The receiving party shall protect and safeguard the confidentiality of the disclosing party's Confidential Information with at least the same degree of care as the receiving

party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care. It is understood that the information required to be held in confidence as herein provided may be disclosed by the receiving party only to Representatives who need to know such Confidential Information for the purposes of fulfilling its obligations hereunder. Such Representatives, prior to any such disclosure, shall be informed of the confidential nature of such Confidential Information, and shall agree in writing to be bound by the terms hereof.

- (d) All Confidential Information furnished to the receiving party by the disclosing party or any third party at the request of the disclosing party shall be and remain the property of the disclosing party. All copies of such Confidential Information in written, graphic, or other tangible form shall be returned to the disclosing party at any time upon the advance written request of the disclosing party or upon the termination of the agreement for any reason whatsoever, subject to the terms hereof.

16. GOVERNING LAW AND VENUE. The agreement and these terms and conditions will be governed by and interpreted in accordance with the laws of New York, without giving effect to the principles of conflicts of law of such State. The parties hereby agree that any action arising out of the agreement will be brought solely under the relevant courts located in the in any State or Federal court located in New York, New York. Both parties hereby submit to the jurisdiction and venue of any such court.

17. ATTORNEYS' FEES; COLLECTION COSTS. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, HOT 97 shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which HOT 97 may be entitled. Additionally, in any dispute involving monies owed to HOT 97, HOT 97 shall be entitled to all costs of collection, including reasonable attorney's fees and interest at 15% per annum or the highest rate allowed by law, whichever is less, unless a lower amount is agreed to by HOT 97.

18. SEVERABILITY. In the event that any term of the agreement is deemed to be invalid, illegal, or otherwise unenforceable (1) the parties shall use all reasonable efforts to negotiate in good faith to amend the term to eliminate any such invalidity, illegality, or unenforceability to the extent practically possible, taking into full account their original intent when entering into the agreement in the first instance, and (2) the remaining provisions hereof shall continue in full force and effect.

19. NO ASSIGNMENT. No right or obligation set forth herein, may be assigned, in whole or in part, without the prior written consent of the other party, except that HOT 97 may assign this Agreement to any affiliated company of such party or to a surviving company of such party in the event of a merger, restructuring, reorganization, or sale or transfer of all or substantially all of such party's assets where the surviving company assuming all of such party's obligations hereunder. Any purported assignment that is not expressly permitted by this clause shall be null and void.

20. WAIVER. The failure of either party to require performance by the other party of any provision hereof will not affect the full right to require such performance at any time thereafter; nor will the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

21. SURVIVAL. The provisions which are intended to survive any expiration or termination hereof shall so survive, including without limitation, those addressing confidentiality, limitation of liability, insurance, representations & warranties, and indemnifications.

22. ENTIRE AGREEMENT; MODIFICATION. These terms and conditions, including any agreement to which it is attached, sets forth the entire agreement between the parties with respect to its subject matter and supersedes any prior agreement or communications between the parties, whether written or oral. No representation, inducement, or promise has been made or relied upon by either party, unless expressly set forth in these terms and conditions. Should an agreement be attached, the agreement may be modified only by a written amendment signed by authorized representatives of both parties. To the extent that the terms are inconsistent with the terms of any attachment, the terms hereof shall govern, unless specifically set forth to the contrary and addressed in such attachment.