

**2022, 2023 SPONSORSHIP AGREEMENT**

This 2022, 2023 Sponsorship Agreement (“Agreement”) will confirm the terms and conditions by which Sponsor (as identified on Exhibit A) will serve as a sponsor for Team (as identified on Exhibit A). Team and Sponsor are also referred to as a “Party” or collectively as the “Parties”.

WHEREAS, Team has assembled, owns and/or operates and has all the right and title to the tangible and intangible property for a racing team and/or teams which participates in the Series as identified on Exhibit A, which Exhibit is attached hereto and incorporated herein; and

WHEREAS, Sponsor desires to become an official supplier sponsor of Team as described in Exhibit A; and

WHEREAS, the Driver, Car, Series, and Race Markets to which this Agreement refers are identified on Exhibit A; and

WHEREAS, each of the Parties wishes to activate its participation in the sponsorship through initiatives, including but not limited to, promotion, advertising, mobile marketing exhibit, merchandising, digital and other marketing, social media, public relations, press releases, announcements, media information, customer or employee experience initiatives, and/or collateral material (collectively, “Activation”).

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

1) **Term. Exclusivity.**

- a) **Term.** Unless earlier terminated in accordance with the terms herein, the term of this Agreement and all rights and obligations specified herein shall be in effect for the period from the Effective Date through the Expiration Date, each as defined in Exhibit A (which is hereby incorporated as part of this Agreement) (“Term”).
- b) **Exclusivity.** During the Term of the Agreement and any renewal or extension term of the Agreement, Sponsor agrees that Sponsor shall not sponsor or otherwise affiliate with any other automobile race team and/or race car driver(s) in any automobile racing series in which Team, its parent company, affiliates and subsidiary companies (collectively, “Team Group”) participates, unless such race team or race car driver(s) are owned, operated and/or entered by a member of Team Group. Furthermore, Sponsor agrees that it shall not enter into sponsorship agreements or similar type of agreements with any other automobile race teams and/or drivers that compete in the Series, IndyCar Series, Indy Lights, Formula Regional Americas, Pirelli World Challenge GT4 Americas, Formula E, and Supercars or any other automobile racing series in which Team Group participates.

During the Term of the Agreement and any renewal or extension term of the Agreement, Team agrees that it will not, directly or indirectly, engage in providing the same or similar benefits as the Sponsorship Benefits, or grant rights to use Team’s name, the Driver’s name, image, voice or any other likeness, nor any rights in and to the Car (including without limitation any associated promotional rights) to any other similar product offering, or any other entity who could be considered to be in direct or indirect competition with Sponsor (the “Sponsor Exclusivity”).

- 2) **Consideration.** Subject to the terms and conditions of this Agreement, Team hereby grants to Sponsor the sponsorship rights and will provide the benefits to the Sponsor, and Team makes the representations, warranties and covenants, all as set forth in this Agreement (including without limitation Exhibit A and the Activation) during the Term of this Agreement (collectively, the “Sponsorship Benefits”). In consideration of receiving the Sponsorship Benefits in accordance with the terms of this Agreement, Sponsor shall provide to Team the consideration as set forth in Exhibit A.

3) **Trademarks. Approved Uses. Unapproved Uses. Infringement. Mutual Historical License.**

- a) **Trademarks.** “Trademarks” means all individual and entity names, brand names, trade names, trademarks, service marks, copyrights, logos, and intellectual property of any kind, whether use of it by a person or entity is claimed by ownership or under a license from an owner and/or as identified by either Party. Each Party represents and warrants to the other Party that it has all rights in the Trademarks necessary to authorize the rights to such other Party pursuant to this Paragraph 3. Each Party shall retain complete and unfettered ownership rights in its Trademarks. Sponsor may update, modify and otherwise change its Trademarks that it permits the Team to use to provide the Sponsorship Benefits (including without limitation the Car Entries (as defined in Exhibit A) at any time and for any reason effective upon 30 business days of providing notice of such change to Team. Without limiting the generality of the foregoing, in the event of such change, on or after the effective date of such change Team will cease to use any previous Trademarks of Sponsor and will instead use the new Trademarks of Sponsor (as identified

in Sponsor's notice of change) to provide the Sponsorship Benefits (including without limitation in and in connection with any future Race Markets).

b) Approved Uses.

i) Team. During the Term, Sponsor hereby grants to Team, its subsidiaries and affiliates, their sponsors and other third parties contracting with any of them (collectively, "Team Sponsor Group") a limited revocable license to use Sponsor's Trademarks solely as required to give effect to the Sponsorship Benefits (including without limitation as required to ensure Sponsor receives the Sponsorship Benefits), including the right to sub-license use of the rights to third parties for these purposes, at no cost to Team Sponsor Group the right to depict and show the sponsored Car as it is raced, all sponsored Team equipment and transporters, the sponsored Driver's fire suits and all sponsored Team member uniforms and fire suits as worn at each Race Market and otherwise as covered by this Agreement with all logos, decals and patches, without the prior approval of Sponsor. Notwithstanding the foregoing, with regards only to licensed products and merchandise when Sponsor is the primary sponsor of the sponsored Cars, Team shall submit to Sponsor, for its prior written approval (such approval not to be unreasonably withheld, conditioned or delayed), artwork depicting the proposed licensed good and how and where Sponsor's Trademarks are used. In all public communications regarding Sponsor, its products or services, Team will (and will cause Driver to) clearly and prominently disclose the "material connection" that exists between Sponsor and Team (and Diver) in compliance with applicable laws, regulations, governmental policies, guidelines and advertising industry self-regulatory guidelines, including without limitation the Ad Standards *Influencer Marketing Steering Committee Disclosure Guidelines*, and the Federal Trade Commission's *Guides Concerning the Use of Endorsements and Testimonials in Advertising*.

ii) Sponsor. Team hereby grants to Sponsor the right to (such rights are sub-licensable) reproduce, publish, communicate to the public, make available, depict and otherwise use in connection with its Sponsorship Benefits photographs and other images of the sponsored Cars as raced, as well as sponsored Drivers (including without limitation use of likeness and personality rights) in their fire suits, sponsored Team members' uniforms and fire suits as worn by Team, at the Race Markets and otherwise as covered by this Agreement with all logos, decals and patches, without alteration, including without limitation the logos, decals and patches of any other sponsors, including the Team logo in the exercise of its Sponsorship Benefits (including without limitation any Activation initiatives) worldwide during the Term but only with the prior written approval of Team, which approval shall not be unreasonably withheld, conditioned or delayed.

iii) Uses Requiring Approval. When use of Trademarks requires approval, a Party must request approval in writing or via email. Should the other Party fail to respond within five (5) business days of any submission by a Party for approval, the item(s) submitted shall be deemed disapproved. A Party further agrees that it will submit to the other Party any information reasonably requested concerning the nature and extent of its intended use of the Trademarks of the other Party, in order for such other Party to make a fully informed decision regarding its approval. A Party agrees to abide by any reasonable instructions and limitations communicated to it by the other Party with respect to an approved use or publication, including without limitation, the Trademarks approved for use, the territory in which the Trademarks are approved for use, and the requirement that the Trademarks be used only with regards to the sponsorship contained in this Agreement.

iv) All uses of a Party's Trademarks shall be without deviation from the authorized Trademarks used or allowed to be used by the Party during the Term of this Agreement. These rights shall continue for sixty (60) days after the expiration or early termination of the Term for materials made during the Term. Each Party (the "Granting Party") agrees that the other Party's permitted use of the Granting Party's Trademarks in accordance with the terms of this Agreement will not create in the other Party's favor or otherwise any right, title or interest in or to the Granting Party's Trademarks nor any goodwill associated therewith, and that any such use of the Granting Party's Trademarks, shall inure to the benefit of the Granting Party.

c) Unapproved Uses. Each Party agrees not to injure, defame, disparage, derogate, or otherwise degrade the other Party, its parent company, and/or its affiliates, of their Trademarks, or to bring them into disrepute or otherwise impair, tarnish, or diminish the value thereof, or to use them in any manner that could be deemed: i) to be associated with materials or persons that are considered in any community to be obscene, pornographic, or excessively violent or ii) to be otherwise unlawful or in poor taste. Each Party, its parent companies, its affiliates, and its subsidiaries agree not to use the Trademarks of the other Party, as any trade name, corporate name, or Internet domain name. A Party or anyone affiliated with a Party shall not file, register, or record with any government or agency thereof, any name, design, or form which may conform to or be confused with any of

the other Party's Trademarks. Neither Party is authorized to use or sublicense the Trademarks of the other Party, its parent company, its affiliates and its subsidiaries, except as specifically agreed to in writing by the Parties.

- d) **Infringement.** Each Party shall notify the other Party promptly of any infringement or unauthorized use of a Trademark by others of which a Party becomes aware. The owner or licensee of the Trademarks has the sole right, at its expense, to bring an action on account of any such infringement or unauthorized use of its Trademarks. Either Party may seek preliminary and permanent injunctions for any threatened or actual violation by the other Party of the license for use of the other Party's or third parties' Trademarks or other intellectual property without posting bond or if bond cannot be waived, without providing security thereon.
  - e) **Mutual Historical License.** Each Party grants the other Party a perpetual, approval-free (as long as used as once approved pursuant to this Agreement), royalty-free license to use the likeness of the sponsored Car's, Team members', Driver's images, names and uniforms, pit equipment and other intellectual property hereunder bearing both Parties' Marks for historical reference and historical display, and internal, purposes only (e.g., a corporate museum and not for promoting or producing goods, services or any brands or in exchange for consideration).
  - f) **Morals.** Team (including without limitation its key personnel (including without limitation officers, directors and the Driver) (collectively, the "Team Parties")) will conduct itself/themselves at all times with due regard to public morals and conventions. If at any time during Term, a Team Party does any act (or it becomes known that a Team Party has in the past done any act) (including without limitation posting, hosting or engaging online with inappropriate or obscene content) or conducts itself/themselves (or it becomes known that a Team Party has in the past conducted itself/themselves) in any manner offensive to decency, morality or social propriety or results in public scandal or ridicule as may be perceived by the general public, constitutes a criminal act and/or results in a criminal conviction or should it/he/she do anything to disparage the products or services of Sponsor, such act or event will constitute a material default of this Agreement.
- 4) **Non-Participation.** Sponsor is not entitled to share in any of the profit financial awards, prize money, or bonus money won by Team, its subsidiaries or affiliates or any of their sponsors or members.
  - 5) **Inability of Driver to Participate.** If Driver is unable to participate in a Race Market, Team shall notify Sponsor and may replace such Driver with a similarly qualified driver (subject to Sponsor's approval, such approval not to be unreasonably withheld, conditioned or delayed). Sponsor acknowledges and agrees that the inability of a Driver to participate shall not be construed as an event for cause to terminate its duties and obligations under this Agreement.
  - 6) **Independent Contractor.** The Parties hereby understand and agree that their relationship is that of an independent contractor.
  - 7) **Termination.** In addition to any other remedy set forth in this Agreement or otherwise available at law or in equity, either Party may terminate this Agreement at any time, effective upon the service of termination notice, without prejudice to any other legal rights to which such terminating Party may be entitled, upon the occurrence of any one or more of the following: i) material default by the other Party in performance of any of the provisions of this Agreement which is not cured within thirty (30) days following written notice of such default to the defaulting Party; ii) the making by the other Party of an assignment for the benefit of creditors; iii) the appointment of a trustee, receiver or similar officer of any court for the other Party or for a substantial part of the property of the other Party, whether with or without consent of the other Party; or iv) the institution of bankruptcy, composition, reorganization, insolvency or liquidation proceedings by or against the other Party for the purpose of seeking relief or protection from its debtors without such proceedings being dismissed within thirty (30) days from the date of the institution thereof. Either Party shall have the right to terminate this Agreement if any of the representations or warranties made by the other Party in this Agreement shall prove to be untrue in any material respect.
  - 8) **Insurance.** Upon execution of this Agreement, each Party agrees to provide the other Party with a certificate of insurance from its insurance broker stating that it has or will have during the Term of the Agreement one or more insurance policies in force covering all of its activities directly or indirectly relating to the performance of its obligations hereunder and providing the insurance described in Exhibit B. In such case, failure to provide the aforesaid certificate or other evidence in the manner and time required or to maintain any such required insurance coverage shall be deemed a material breach of this Agreement.
  - 9) **Indemnification.**
    - a) **Team.** Team shall defend, indemnify and hold harmless Sponsor, its parent, subsidiaries and affiliates, and their respective officers, stockholders, agents, employees, successors and assigns (collectively, the "Sponsor Parties") against any and all claims, expenses, damages, suits, losses, actions, judgments, liabilities, and costs (including reasonable legal fees) asserted by

any third-party for trademark or copyright infringement or other claim involving misuse or misappropriation of intellectual property arising out of the authorized publication, use or depiction of Team's trade names, logos, trademarks and other intellectual property. Team further agrees to defend, protect, indemnify and hold the Sponsor Parties harmless against any and all expenses, damages, claims, suits, losses, actions, judgments, liabilities and costs (including reasonable legal fees) arising out of, connected with, or resulting from any personal injuries, death or property loss or damage, or any claim, expense, damage, suit, loss, injury, death or other loss suffered specifically resulting from any act or omission by Team or any of its officers, agents, employees and directors (including without limitation resulting from any material default of any of the Team's obligations, representations and/or warranties as outlined in this Agreement), but in no event shall Team's obligations under this Paragraph exceed [redacted] Dollars. Liability arising out of the willful or negligent act or omission of Sponsor is excluded from Team's obligation hereunder.

- b) Sponsor. Sponsor, shall defend, indemnify and hold harmless Team, its subsidiaries, affiliates, officers, stockholders, agents, employees and successors against any and all claims, expenses, damages, suits, losses, actions, judgments, liabilities, and costs (including reasonable legal fees) asserted by any third-party for trademark or copyright infringement or other claim involving misuse or misappropriation of intellectual property arising out of the authorized publication, use or depiction of Sponsor's trade names, logos, trademarks and other intellectual property. Sponsor further agrees to defend, protect, indemnify and hold Team, their parent, subsidiary and affiliated companies, and their respective officers, agents, employees and successors, harmless against any and all expenses, damages, claims, suits, losses, actions, judgments, liabilities and costs (including reasonable legal fees) arising out of, connected with, or resulting from any personal injuries, death or property loss or damage, or any claim, expense, damage, suit, loss, injury, death or other loss suffered specifically resulting from any act or omission by Sponsor or any of its officers, agents, employees and directors (including without limitation resulting from any material default of any of the Sponsor's obligations, representations and/or warranties as outlined in this Agreement), but in no event shall Sponsor's obligations under this Paragraph exceed [redacted] United States Dollars. Liability arising out of the willful or negligent act or omission of Team is excluded from Sponsor's obligation hereunder.
- c) All indemnities set forth in this Agreement are expressly conditioned on the indemnitor: i) receiving from the indemnitee prompt notice of any claim, demand, suit or action giving rise to such claim for indemnity; ii) receiving all reasonably necessary and available information, assistance and cooperation from the indemnitee with respect to the defense or settlement of the claim; iii) having the right to select, subject to the reasonable approval of indemnitee, counsel for the indemnitee; and iv) having control of the defense and authority to settle or litigate at the election of the indemnitor, subject to the reasonable approval of indemnitee.

10) **Assignment.** Neither Party shall assign its rights or performance obligations under this Agreement without the prior written consent of the other Party. Notwithstanding the foregoing, Sponsor may transfer and assign this Agreement to any of its affiliates or in connection with any merger, amalgamation, consolidation or sale of all or substantially all of the assets or equity of Sponsor without Team's prior consent provided (a) that any such assignment will not result in Sponsor being released or discharged from any liability under this Agreement, and (b) the assignee will expressly assume all obligations of Sponsor under this Agreement. Sponsor will provide Team with written notice of such assignment prior to or promptly following the effective date of such assignment.

11) **Notices.** All notices required or permitted hereunder shall be in writing and shall be either personally delivered, delivered by a national courier service (e.g., FedEx, UPS, DHL or similar), sent by registered or certified mail, return receipt requested or sent by facsimile or electronic mail during the addressee's regular business hours and if by facsimile, confirmed by facsimile answerback and in each case addressed as identified below or such other address(es) or persons as a Party may designate in writing from time to time.

12) **Representations. Warranties. Covenants.** Each Party represents, warrants and covenants to the other as follows: (i) it has the full right and legal authority to enter into and fully perform this Agreement, and each individual executing this Agreement certifies that he or she is duly authorized to do so; (ii) this Agreement when executed and delivered by a Party, will be its legal, valid and binding obligation enforceable against a Party in accordance with its terms, except to the extent that enforcement thereof may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights generally; (iii) the execution and delivery of this Agreement have been duly authorized by each Party, and such execution and delivery and the performance by a Party of its obligations hereunder do not and will not violate or cause a breach of any other agreement or obligation to which it is a party or by which it is bound, and no approval or other action by any third party is required in connection with a Party's execution or performance of this Agreement; and (iii) it will fulfill its obligations as outlined in this Agreement in compliance with : a) all federal, state, provincial, municipal and local laws and regulations; and b) all applicable racing industry and Race Market rules and requirements. Furthermore, Team represents, warrants and covenants to Sponsor that: (I) Team has the right to fully perform its obligations as outlined in this Agreement (including without limitation provide the Sponsorship Benefits to Sponsor) without any obligation on Sponsor's part to obtain the consent of (or to make payment to) any other party; and (II) Sponsor's receipt and exercise of the

Sponsorship Benefits in accordance with the terms of this Agreement will not give rise to any demand or claim for payment nor any third party claim, nor violate third party rights. .

Each of the foregoing representations, warranties, and covenants shall be true at all times during the Term hereof. Each Party acknowledges that each of such representations, warranties and covenants are deemed to be material and have been relied upon by the other Party notwithstanding any investigation made by a Party.

- 13) **Entire Agreement. Amendment. Waiver.** This Agreement contains the entire and only understanding between the Parties with respect to the subject matter contained herein. This Agreement may only be amended by a written document executed by each Party. No alteration, change, modification or waiver to or of this Agreement shall be valid or binding unless in writing and signed by both Parties hereto.
- 14) **Survival.** Each Party hereto agrees that the obligations and duties and any other provision herein which must similarly survive in order to affect the purpose and/or intent of this Agreement, are continuing obligations and duties and shall survive the termination of this Agreement until the expiration of all applicable statutes of limitation.
- 15) **Interpretation.** The headings herein are for convenience of reference only, do not constitute part of this Agreement and shall not be deemed to limit or otherwise affect any of the provisions hereof.
- 16) **Compliance with the Law.** If a reasonable basis exists for believing that any provision of this Agreement violates any (i) federal, provincial, state, municipal or local law or regulation, or (ii) code, rule, regulation or directive adopted by a sanctioning organization or an industry trade association affecting either Party's performance of the Agreement (collectively, "Law"), then the Parties shall promptly modify this Agreement to the extent necessary to bring about compliance with such Law; provided, however, that if such modification would cause this Agreement to fail in its essential purpose or purposes, it shall be deemed terminated by mutual agreement of the Parties.
- 17) **Governing Law.** This Agreement is made in the State of Florida and shall be governed by the substantive provisions of Florida law without regard to its conflicts of laws rules.
- 18) **Equitable Rights.** Each Party shall be entitled to injunctive relief restraining the unauthorized use of the intellectual property of either Party, or by Sponsor of the intellectual property of Team, its subsidiaries or affiliates or any sponsor thereof, or the enforcement of any of the covenants in this Agreement, and to specific performance thereof. The Parties agree that monetary damages would not be adequate compensation for unauthorized use of intellectual property and agree to waive the defense in any action for injunctive relief or specific performance that a remedy at law would be adequate. Neither Party shall be required to furnish a bond in order to obtain equitable relief and if bond cannot be waived, security thereon shall not be required.
- 19) **Arbitration.** Any dispute or claim involving this Agreement other than those detailed in Paragraph 19 shall be submitted to private arbitration (not administered by the American Arbitration Association ("SRA")) in Marion County, Indiana, utilizing the rules of the SRA then in effect. This arbitration provision shall be deemed to be self-executing and in the event that either Party fails to appear at any properly noticed arbitration proceeding, an award and corresponding judgment may be entered against either Party in accordance with the terms of this Paragraph 19, notwithstanding a Party's failure to appear. The arbitrator shall have no authority to change any provision of this Agreement; the arbitrator's sole authority shall be to interpret or apply the provisions of this Agreement. The arbitrator is explicitly authorized to award attorneys' fees as part of the award. The decision of the Arbitrator shall be final and binding and shall be the exclusive remedy for any alleged breach of this Agreement. Judgment upon the award may be entered in any court having jurisdiction thereof and shall be final, binding, and unappealable
- 20) **Venue. Jurisdiction.** Each Party agrees that for any matters involving injunctive or other provisional relief to protect its trademarks, copyrights, trade secrets or confidential information that any such legal action or proceeding with respect to this Agreement shall be brought exclusively in the State Courts or United States District Court located in Marion County, Indiana. Each of the Parties irrevocably consents to the personal jurisdiction of such courts, and all courts to which appeals may be taken from such courts, agrees to accept service of process by certified or registered mail and hereby irrevocably waives any rights to a jury trial of any claim or cause of action arising out of or relating to this Agreement, and any jurisdictional or venue defenses otherwise available to it.
- 21) **Rights and Remedies Cumulative.** The rights and remedies set forth herein are intended to be cumulative, and the exercise of any right or remedy by either Party shall not preclude or waive its exercise of any other rights or remedies hereunder or pursuant to law or equity.

- 22) **Force Majeure.** Each Party will promptly notify the other upon becoming aware that a Force Majeure Event (as defined below) has occurred or is likely to occur and will use reasonable efforts to minimize any resulting delay in, interference with or prohibition of the performance of its obligations hereunder. In the event an asset, right, or commitment is not delivered by the Team to the Sponsor for any reason, including force majeure, Team shall replace the missed deliverable with a suitable replacement option of equal or greater value; replacement option must be acceptable to, and subject to approval by, the Sponsor. Any missed deliverables by the Team to the Sponsor during the term must be replaced; any outstanding replacement credits due to Sponsor after term has expired will extend the term of the contract until all obligations from Team to sponsor have been fulfilled -- without any additional fees due from Sponsor. Notwithstanding anything in this Agreement to the contrary, the occurrence of an act of Force Majeure affecting [redacted] or more Race Events or Car Entries (including without limitation Sponsor's receipt of the Sponsorship Benefits associated therewith) will provide Sponsor with the right to terminate the Agreement effective immediately upon providing notice to Team. For purposes hereof, "Force Majeure Event" means, with respect to a Party, any contingency beyond the reasonable control of a Party, which in any such case interferes with, or prevents, the fulfillment by such Party of its obligations hereunder.
- 23) **No Construction against Drafting Party.** Each Party to this Agreement expressly recognizes that this Agreement results from a negotiation process in which each Party participated and contributed to the drafting of this Agreement. Accordingly, no legal or other presumptions in favor of, or adverse to, either Party concerning the construction or interpretation of this Agreement shall apply and each Party expressly waives the right to assert such a presumption in any proceedings or disputes connected with, arising out of, or involving this Agreement.
- 24) **Prevailing Party.** Should any Party commence legal action to interpret or enforce or obtain any remedy for breach of the terms of this Agreement, the prevailing Party (as determined by a final nonappealable judgment or order) in such action shall be entitled to recover reasonable attorney's fees, court costs and other legal expenses incurred at the trial and appellate levels and in any bankruptcy, reorganization, insolvency or other similar proceedings.
- 25) **Counterparts.** This Agreement may be executed in two (2) counterparts, each of which shall be considered one and the same Agreement. The Parties agree that for purposes of negotiating and finalizing this Agreement, any signed documentation, including this Agreement and any subsequent amendments, transmitted electronically or by facsimile machine shall be treated in all manners and in all respects as an original document and shall have the same binding legal effect as an original contract. An electronic, photocopied or facsimile signature of any Party shall be considered for these purposes as an original signature. At the request of either Party, any facsimile, photocopied or electronic executed document shall be re-executed by both Parties in an original form.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their authorized representatives.

**Team:**

Steinbrenner Racing, LLC.  
1 Steinbrenner Drive  
Tampa, FL 33614

By: s / "George M. Steinbrenner IV"  
George M. Steinbrenner IV  
President

Email: [redacted]

Date: October 26, 2021

**Sponsor:**

Vaxxinator Enterprises Inc.  
2300 – 550 Burrard St.  
Vancouver, B.C. V6C 2B5

By: s / "Olivier Centner"  
Olivier Centner  
Chief Executive Officer

Email: [redacted]

Date: October 26, 2021

## EXHIBIT A

### PARTIES

<u>Steinbrenner Racing, LLC.</u> ("Team")	<u>Vaxxinator Enterprises Inc.</u> ("Sponsor")
<u>Car number as designated by Team</u> ("Car")	<u>[redacted]</u> ("Driver")
<u>IndyCar</u> ("Series")	<u>All 2022, 2023 Series Race Markets</u> ("Race Markets")

### TERM

<u>January 1, 2022</u> ("Effective Date")	<u>December 31, 2023</u> ("Expiration Date")
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Car and Driver are each subject to Sponsor's approval (such approval not to be unreasonably withheld, conditioned or delayed)

### CONSIDERATION TO TEAM

Sponsorship Fee. Sponsor shall pay to Team a sponsorship fee ("Sponsorship Fee"), due and payable by wire transfer, or by issuance of stock, as follows:

<u>Sponsorship Fee</u>	<u>\$[redacted] USD</u>
<u>Payment Dates</u>	<u>Amount</u>
October 26, 2021	\$ [redacted] USD

The Sponsorship Fee shall be satisfied by the issuance of [redacted] common shares in the authorized share structure of the Sponsor (each a "**Consideration Share**") at a deemed price of \$[redacted] USD per Consideration Share.

Team represents, warrants and acknowledges that

1. Team is not resident in the Province of British Columbia;
2. Team is aware that Sponsor is relying on exemptions from the requirements under Canadian securities laws to provide the Team with a prospectus, and no prospectus has been filed by Sponsor with any regulatory authority in connection with the issuance of the Consideration Shares, and as a consequence, Team is restricted from using some of the civil remedies otherwise available under securities laws and certain protections, rights and remedies provided by Canadian securities laws, including statutory rights of rescission or damages, will not be available to Team, and Team may not receive information that would otherwise be required to be provided to Team under Canadian securities laws;
3. Team is aware that there are restrictions on Team's ability to resell the Consideration Shares and it is Team's responsibility to consult Team's own advisors to find out what those restrictions are and to comply with them before selling the Consideration Shares;
4. Team is aware that any certificates representing the Consideration Shares will bear a legend in substantially the following form in accordance with applicable Canadian securities laws:

*"Unless permitted under securities legislation, the holder of this security must not trade the security before the date that is 4 months and a day after the later of (i) [insert the distribution date], and (ii) the date the issuer became a reporting issuer in any province or territory."*

5. Team is aware that: (a) Sponsor is not a "reporting issuer" or the equivalent in any jurisdiction and, accordingly, the Consideration Shares will be subject to an indefinite hold period under applicable securities laws; (b) the Consideration

Shares are not listed on any stock exchange and no public market exists for the Consideration Shares; and (c) the Consideration Shares are subject to transfer restrictions contained in Sponsor's constating documents.

6. Team is aware that: (a) no stock exchange, governmental agency, securities commission or similar regulatory authority has reviewed or passed on or made any finding or determination as to the merits of, or made any recommendation or endorsement with respect to, the Consideration Shares; (b) there is no government or other insurance covering the Consideration Shares; and (c) there are risks associated with the acquisition of the Consideration Shares. Team is aware of the characteristics of the Consideration Shares and the risks relating to an investment in the Consideration Shares, and has the sophistication and experience in business and financial matters (or has received appropriate independent advice) to be capable of evaluating the merits and risks of the investment in the Consideration Shares. Team is able, without impairing the Team's financial condition, to bear the economic risk of, and withstand a complete loss of, the investment in the Consideration Shares.
7. Team further acknowledges that such shares have not been, and will not be, registered under the United States Securities Act of 1933, as amended (the "1933 Act"), or under any state securities laws, the Securities will be, when issued, "restricted securities" within the meaning of Rule 144 of the 1933 Act and that the Securities may not be offered, directly or indirectly, for sale or sold, assigned or otherwise transferred in the absence of such registration unless Team provides Sponsor with written evidence, reasonably satisfactory to Sponsor, which may include an opinion of counsel, that a proposed offer, sale, assignment or other transfer may be effected pursuant to Rule 144 under the 1933 Act. Team represents, warrants and covenants to Sponsor the following as of the date hereof and on each Payment Date:
  - a. Team is an "accredited investor" within the meaning of Rule 501(a) of Regulation D promulgated by the Securities and Exchange Commission under the Securities Act ("Regulation D") and shall submit to Sponsor such further assurances of such status as may be requested by Sponsor from time to time;
  - b. Team was not offered or sold Securities, directly or indirectly, by means of any form of "general solicitation or general advertisement" (as those terms are used under Rule 502(c) of Regulation D), including the following: (i) any advertisement, article, notice or other communication published in any newspaper, magazine or similar medium or broadcast or radio; or (ii) any seminar or meeting whose attendees had been invited by general solicitation or general advertising;
  - c. Team is acquiring the Sponsor Securities issuable pursuant to this Agreement for investment for its own account, not as a nominee or agent, and not with the view to, or for resale in connection with, any distribution thereof, and it has no present intention of selling, granting any participation in, or otherwise distributing the same. Team further represents that it does not have any contract, undertaking, agreement or arrangement with any person or entity to sell, transfer or grant participation to such person or entity or to any third person or entity with respect to any of the Securities issuable pursuant to this Agreement;
  - d. Team acknowledges that the Securities issuable pursuant to this Agreement must be held indefinitely unless subsequently registered and qualified under the 1933 Act and applicable state securities laws or an exemption from such registration and qualification is available. Team hereby covenants and agrees that it will not offer, sell or otherwise transfer such Securities except in compliance with applicable federal and state securities laws;
  - e. Team is aware of the provisions of Rule 144 promulgated under the 1933 Act, which subject resale of Securities to the satisfaction of certain conditions. It acknowledges and understands that the Company may not be satisfying the current applicable public information requirements set forth in Rule 144(c) at the time Team wishes to sell the Securities issuable pursuant to this Agreement, and that therefore, it may be precluded from selling such Securities. Team acknowledges that, in the event the applicable requirements of Rule 144 are not met, registration under the 1933 Act and applicable state securities laws or an exemption from such registration requirements will be required for any disposition of the Securities issuable pursuant to this Agreement. Team acknowledges that Sponsor has no intention to register the Securities issuable pursuant to this Agreement and understands that Team will have a substantial burden of proof in establishing that an exemption from registration is available for such offers or sales and that such persons, and the brokers who participate in the transactions, do so at their own risk;
  - f. Team understands and agrees that the certificates (or DRS entry) evidencing the Securities issuable pursuant to this Agreement shall bear the following legend or notation in substantially the following form (in addition to any legend required by this Agreement or under applicable federal or state securities laws):

"THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY STATE, AND MAY NOT BE SOLD, TRANSFERRED, ASSIGNED, PLEDGED OR HYPOTHECATED UNLESS AND UNTIL REGISTERED UNDER SUCH ACT AND/OR APPLICABLE STATE SECURITIES LAWS, OR UNLESS THE COMPANY HAS



RECEIVED AN OPINION OF COUNSEL OR OTHER EVIDENCE, REASONABLY SATISFACTORY TO THE COMPANY AND ITS COUNSEL, THAT SUCH REGISTRATION IS NOT REQUIRED.”

### **RIGHTS AND BENEFITS TO SPONSOR**

Throughout the Term, Team will provide the Sponsorship Benefits (including without limiting providing all services and deliverables as agreed upon in writing by the Parties, and those that are inherent and necessary or reasonably required as part of any such services and deliverables or requirements set out herein, including without limitation organize, manage and operate its Car team (including without limitation the pit team and Driver) in connection with the Series, Race Markets and Car Entries) in competent and professional manner to the best of its ability in accordance with first class standards in the Series.

#### **Status, Designation.**

- 1) Associate sponsor status on each Car entry (collectively, the “Car Entries”) at the Race Markets (for greater certainty, there will be one (1) Car Entry per Race Market).
  - a. Subject to the Sponsor Exclusivity, Team shall have the right to include and affiliate to the Car Entry:
    - i. non-conflicting primary, associate, technical and supplier level sponsors for all Race Markets.
- 2) Official Sponsor Status with Team and Car entries i.e. Official sponsor of Steinbrenner Racing

#### **Brand Integration:**

- 3) Car Entry – Race Markets:
  - a. Sponsor (i.e. Trademarks, brand logo/image provided by Sponsor to Team) to be showcased on Car and Driver (fire suit and/or helmet) at all Race Markets
  - b. Miscellaneous: Team will use best efforts to increase exposure of Sponsor (including its status, designation and its Trademarks) in connection with:
    - i. Press releases ; and
    - ii. Other collateral (including without limitation any promotional or other type of public communications about the Team, Series, Race Markets Car or Driver).

#### **Hospitality and Experiential Assets:**

- 4) At each Race Market
  - a. Two (2) nontransferable VIP Series event credential.
- 5) Right to purchase experiential assets at Team rate card cost and subject to availability.

#### **Digital Marketing/Social Media:**

- 6) Integration within Team’s digital marketing and social media initiatives.
  - a. Team and Driver will support Sponsor’s digital marketing strategy and will each actively participate in support of these initiatives (including without limitation by posting social media content provided by Sponsor and sharing, re-tweeting or otherwise interacting with social media content posted by Sponsor).

Team (on its own behalf and on behalf of Driver) hereby agrees that Sponsor reserves the right, in its sole and absolute discretion, at any other time, to request that Team and/or modify, edit or remove any digital marketing or social media content, for any reason. Team (on its own behalf and on behalf of Driver) hereby agrees that if such a request is made by Sponsor at any time, Team (on its own behalf and on behalf of Driver) will acknowledge the request and take all necessary steps to ensure that the content in question is modified, edited or removed (as applicable) to the complete satisfaction of Sponsor within a commercially reasonable period of time.

**Publicity and Announcement:**

- 7) Team grants to Sponsor all necessary rights to publicize the sponsorship, highlight Sponsor's affiliation with Team, Driver, Car, Series, Race Markets and Car Entries and use the sponsorship to promote Sponsor's products, services and solutions with content worldwide and in all media subject to Team's prior written approval, which shall not be unreasonably withheld, conditioned or delayed.
  - a. Option (exercisable by Sponsor in its sole discretion) to issue a mutually agreed upon joint press release or other mutually agreed upon event/publicity stunt to announce the sponsorship.

**Other Supporting Rights and Benefits:**

1. In-house dedicated sponsor servicing, account management, event planning and support.
2. Public relations service in support of media objectives.
3. Assistance in facilitating B2B and collaborative opportunities with other Team sponsors.
4. Access to exclusive Team events, promotional programs and additional assets at Team rate card cost and subject to availability, such as:
  - a) Events such as sponsor receptions and dinners;
  - b) Promotional items;
  - c) Experiential assets; and
  - d) Hotel rooms and transportation.

## **EXHIBIT A-1**

*[redacted – Creative Concepts]*

**EXHIBIT B**  
[redacted - Insurance]