

**IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA
COMPLEX BUSINESS DIVISION**

ROLLING LOUD, LLC, a Delaware limited liability company,

Plaintiff,

v.

AHEAD FINANCIALS, LLC, d/b/a AHEAD FINANCIALS, a Delaware limited liability company; FAIRFAX STUDIOS, INC., a Delaware corporation,

Defendants.

Case No.: _____

COMPLAINT

Plaintiff Rolling Loud, LLC (“Rolling Loud”), a Delaware limited liability company, brings this action against Defendants Ahead Financials, LLC, d/b/a Ahead Financials (“Ahead Financials”), a Delaware limited liability company and Fairfax Studios, Inc., a/k/a Fairfax Studios LLC (“Fairfax Studios”), a Delaware corporation, (collectively, the “Parties”), and alleges:

PARTIES

1. Plaintiff Rolling Loud is a Delaware limited liability company with its principal place of business in Miami, Florida.
2. Defendant Ahead Financials is a Delaware limited liability company with its principal place of business in Oakland, California.
3. Defendant Fairfax Studios is a Delaware corporation with its principal place of business in Wilmington, Delaware.

JURISDICTION AND VENUE

4. The Court has subject matter jurisdiction and the matter is required to be filed in the Court's Complex Business Litigation Division because the amount in controversy exceeds \$750,000, exclusive of interest, costs and attorneys' fees, and involves breach of contracts and indebtedness. *See* Admin. Ord. 17-11.

5. The Court has personal jurisdiction over Ahead Financials pursuant to Fla. Stat. § 48.193(1)(a) because Ahead Financials operates, conducts, engages in, or carries on a business or business venture in this State and Ahead Financials breached a contract in this State by failing to perform acts required by the contract to be performed in this State and because minimum contacts are met.

6. The Court has personal jurisdiction over Fairfax Studios pursuant to Fla. Stat. § 48.193(1)(a) because Fairfax Studios operates, conducts, engages in, or carries on a business or business venture in this State and Fairfax Studios committed a tortious act in this State and because minimum contacts are met.

7. Venue is proper in this Court because the requirements of Fla. Stat. § 47.011 do not apply, as neither Ahead Financials nor Fairfax Studios resides in Florida.

FACTS

8. Rolling Loud is the organizer, and is responsible for all aspects, of the annual Rolling Loud music festival, a hip hop music festival held throughout multiple locations in the United States of America and the world.

9. The first festival took place in Miami, Florida in 2015 and welcomed approximately 7,500 attendees. Since then, the festival has expanded from a one-day, single market festival to a

multi-day, multi-market festival organized in locations such as Miami, New York City, Southern California, and Portimão, Portugal.

10. Participating artists have included Schoolboy Q, Juicy J, Currensy, Action Bronson, J. Cole, Future, Rick Ross, Cardi B, Migos, Gucci Mane, Machine Gun Kelly, Cupcakke, Post Malone, ASAP Rocky, Megan Thee Stallion, Swae Lee, and Lil Pump.

11. Most recently, during the calendar year 2021, aggregated attendance at Rolling Loud's music festivals eclipsed over half a million attendees.

12. In addition to offering in-person attendance at Rolling Loud's music festivals, Rolling Loud offers individuals unable to attend the music festivals the opportunity to view a free, internet-based, worldwide live stream broadcast of artist performances at the festivals (the "Live Stream"). During the Miami Event (as defined below), the Live Stream generated in excess of thirteen (13) million views and one (1) million hours watched.

13. Ahead Financials is a digital banking and financial health platform.

14. Fairfax Studios is a brand marketing agency.

15. On June 14, 2021, Rolling Loud entered into a Sponsorship Agreement (the "Agreement") (attached as **Exhibit A**) with Ahead Financials through its agent, Fairfax Studios, which is a binding and enforceable contract, effective, per its terms, as of May 21, 2021.

16. In the Agreement, the Sponsor, defined as "Fairfax Studios, LLC o/b/o Ahead Financial, LLC, d/b/a Ahead Financial [sic]," agreed to remit to Rolling Loud a sponsorship fee of \$2,500,000 in exchange for certain sponsorship rights and benefits (including sponsorship category exclusivity rights) in connection with Rolling Loud Miami 2021, which was organized on July 23-25, 2021, (the "Miami Event") and other Rolling Loud-branded festivals organized during the years 2021 and 2022 (including Rolling Loud New York 2021, which was organized

on October 28-30, 2021, [the “New York Event”] and Rolling Loud California 2021, which was organized on December 10-12, 2021, [the “California Event”]), subject to certain terms and conditions, including Ahead Financials making the requisite sponsorship fee payments to Rolling Loud.

17. Paragraph 3.a. of the Agreement specifies the payment terms as follows:

a. Payment Schedule:

- i. **\$1,000,000.00** due within five (5) days after the full execution of this Agreement.
- ii. **\$375,000.00** due on or before September 8, 2021.
- iii. **\$375,000.00** due on or before ninety (90) calendar days prior to the first day of Rolling Loud Miami 2022.
- iv. **\$375,000.00** due on or before ninety (90) calendar days prior to the first day of Rolling Loud New York 2022.
- v. **\$375,000.00** due on or before ninety (90) calendar days prior to the first day of Rolling Loud Los Angeles 2022.

18. On June 19, 2021, five (5) days following the full execution of the Agreement that took place on June 14, 2021, Rolling Loud was entitled to receive an initial sponsorship fee payment in an amount equal to \$1,000,000.

19. Following the execution of the Agreement and prior to the commencement of the Miami Event, Rolling Loud agreed to provide Ahead Financials with certain sponsorship and advertising rights in connection with the Miami Event’s Live Stream in exchange for additional independent financial consideration in the amount of \$200,000 (the “Live Stream Benefits”), which rights were expressly excluded from, and not contemplated in, the Agreement. *See* Paragraph 2 of the Agreement.

20. Even though Rolling Loud did not receive the payment that was due and payable prior to the commencement of the Miami Event, Rolling Loud received assurances from Fairfax Studios, on behalf of Ahead Financials, that Rolling Loud would receive the payments from Ahead Financials shortly after the conclusion of the festival.

21. In reliance on those assurances, and without waiving any of its rights under the Agreement, Rolling Loud proceeded with fulfilling all of its obligations under the Agreement in good faith for the Miami Event.

22. Specifically, during the Miami Event, Rolling Loud provided Ahead Financials with the benefits described in Exhibit “A” to the Agreement, including, and not limited to, (a) sponsorship category exclusivity within the “Digital Financial Platform” category; (b) the right to use Rolling Loud’s intellectual property in promotional and marketing materials; (c) two (2) on-site activation footprints in the general admission area measuring 125’ x 35’ and 100’ x 50’,¹ which included a skatepark and a basketball court, respectively; (d) one (1) on-site activation footprint in the back of house area measuring 20’ x 10’²; (e) a dedicated Ahead Financials branded entrance lane at each entrance for Ahead Financials customers; (f) general admission and VIP tickets equivalent to \$60,900³; (g) Ahead Financials-branded automated teller machines throughout the Miami Event grounds; (h) complimentary VVIP table at the “Loud Club,” which also included \$10,000 per day in complimentary beverage and/or food services⁴; and (i) inclusion in Rolling Loud’s social media campaign relating to the Miami Event.

¹ Although Exhibit “A” of the Agreement provided Ahead Financials with an activation footprint of 40’ x 40’ in the general admission area, Ahead Financials was provided with two (2) footprints, both of which individually were larger than the agreed-upon footprint in the Agreement.

² Although Exhibit “A” of the Agreement provided Ahead Financials with an activation footprint of 10’ x 10’ in the back of house area, Ahead Financials was provided with a footprint that was larger than the agreed-upon footprint in the Agreement.

³ Although Exhibit “A” of the Agreement provided Ahead Financials with a ticket bank valued at \$40,000, Ahead Financials was provided with additional tickets above the \$40,000 ticket bank at no extra cost to Ahead Financials.

⁴ The total value of the complimentary VVIP table, including applicable taxes and gratuity, was \$38,550 for the Miami Event.

23. In addition to those benefits listed in Exhibit “A” to the Agreement, Ahead Financials was also provided with those certain Live Stream Benefits,⁵ as well as, an additional on-site 20’ x 8’ activation footprint—the ice cream truck activation.

24. The foregoing benefits provided by Rolling Loud in connection with the Miami Event have a market value of approximately \$1,300,000.⁶

25. Ahead Financials at all times accepted and acknowledged receipt of the benefits.

26. On September 8, 2021, Rolling Loud was entitled to receive a second sponsorship fee payment relating to the Agreement in an amount equal to \$375,000.

27. To date, and following repeated follow-ups with both Ahead Financials and Fairfax Studios, Rolling Loud has not received any of the \$1,375,000 due under the Agreement and has not received any of the \$200,000 due in exchange for the Live Stream Benefits.

28. Specifically, on August 23, 2021, August 27, 2021, September 8, 2021, and September 13, 2021, Rolling Loud communicated with Fairfax Studios regarding its lack of payment and inquired as to when payment would be remitted.

29. In light of the nonpayment, on September 8, 2021, Rolling Loud indicated to Fairfax Studios that Rolling Loud would be suspending the sponsorship rights and benefits

⁵ During the Miami Event, Rolling Loud provided Ahead Financials with certain benefits associated with the Miami Event’s Live Stream, which included (a) a lower third banner advertisement integrated one (1) time per hour; (b) three (3) dedicated Ahead Financials-branded shout outs per day by Rolling Loud’s Live Stream; (c) three (3) artist interviews at an Ahead Financials-branded on-site activation location per day; and (d) one (1) custom segment about Ahead Financials per day.

⁶ Such estimated market value can be broken down as follows: (i) \$150,000 for category exclusivity and intellectual property rights relating to the Miami Event; (ii) \$200,000 for the skatepark activation; (iii) \$125,000 for the basketball activation; (iv) \$300,000 for the “Ahead Start to Rolling Loud Campaign;” (v) \$50,000 for the back of house activation space; (vi) \$30,000 for three (3) social media posts; (vii) \$50,000 for the “Ahead Fast Lane” activation; (viii) \$25,000 for the branded automated teller machines; (ix) \$200,000 for the Miami Event’s Live Stream integration; (x) \$38,550 for the VVIP table at the Miami Event’s Loud Club; (xi) \$60,900 for fifty (50) Miami Event general admission tickets and thirty-two (32) Miami Event VIP tickets; and (xii) \$35,000 for the Ahead Financials ice cream truck activation.

outlined in the Agreement, including those rights associated with the New York Event and/or any other upcoming Rolling Loud-branded event.

30. On September 29, 2021, and based on Rolling Loud not receiving any sponsorship fees relating to the Agreement or the Live Stream Benefits, Rolling Loud contacted Ahead Financials directly to inform it of where things stood with Fairfax Studios and make a demand for the unpaid sponsorship fees due in relation to the Agreement and the Live Stream Benefits.

31. That same day, Rolling Loud received a communication from Ahead Financials where the latter confirmed that payment for the sponsorship had been made directly to Fairfax Studios and promised that it would follow up at the beginning of the following week.

32. Not having received a reply, Rolling Loud followed up with Ahead Financials on October 5, 2021.

33. On October 6, 2021, Ahead Financials repeated to Rolling Loud that it had paid Fairfax Studios directly for the sponsorship fees. Ahead Financials also expressed shock at having learned that Rolling Loud had not received a payment from Fairfax Studios and assured that someone would be in touch soon.

34. On October 13, 2021, and November 5, 2021, Rolling Loud again followed up with Ahead Financials, to no avail.

35. Although Ahead Financials was the exclusive sponsor in the “Digital Financial Platform” category for the Miami Event, the New York Event, and the California Event, Ahead Financials received no sponsorship benefits for the New York Event or the California Event due to the nonpayment under the Agreement and for the Live Stream Benefits. Further, Rolling Loud was unable to procure a sponsor in the “Digital Financial Platform” category for either the New York Event or California Event.

36. All conditions precedent to the filing of this Complaint have been met or have been excused.

37. Rolling Loud has retained the law firm of Reed Smith LLP and is obligated to pay its reasonable attorneys' fees.

38. Paragraph 5.b.ii. of the Agreement provides, in relevant part, that:

SPONSOR WILL INDEMNIFY, DEFEND AND HOLD ROLLING LOUD, LLC . . . HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, SUITS, LIABILITIES OR EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES INCURRED BY OR ON BEHALF OF RL) ARISING OUT OF OR IN CONNECTION WITH (I) ANY ACTS OR OMISSIONS OF SPONSOR, ITS OFFICERS, DIRECTORS, EMPLOYEES, INVITEES, AGENTS OR CONTRACTORS, INCLUDING THE AREAS AND/OR THE EXPERIENCES

39. Therefore, pursuant to the Agreement, Rolling Loud is entitled to recover from Ahead Financials its reasonable attorneys' fees and expenses incurred in bringing this action.

COUNT I:
BREACH OF CONTRACT
(against Ahead Financials)

40. Rolling Loud re-alleges the foregoing paragraphs as if set forth fully in this count.

41. The Agreement is a binding and enforceable contract.

42. Ahead Financials materially breached the Agreement by failing to pay the \$1,375,000 due as of September 8, 2021.

43. Ahead Financials also failed to pay the \$200,000 due as of September 8, 2021, in exchange for the Live Stream Benefits.

44. Rolling Loud performed its obligations due under the Agreement and in relation to the Live Stream Benefits, including by fulfilling all of its obligations in good faith for the Miami Event.

45. Rolling Loud, which expended resources on Ahead Financials's behalf and could otherwise have contracted to provide the applicable rights and benefits to another Sponsor, has suffered damages as a result of Ahead Financials's breach.

WHEREFORE, Rolling Loud requests judgement against Ahead Financials and all damages and remedies available in contract, equity, law or otherwise, including, without limitation, attorneys' fees and costs.

COUNT II:
UNJUST ENRICHMENT
(in the alternative against Ahead Financials)

46. Rolling Loud re-alleges paragraphs 1-39 as if set forth fully in this count.

47. As an alternative to Count I, Rolling Loud conferred a benefit on Ahead Financials by performing all its obligations due under the Agreement and in relation to the Live Stream Benefits, including by fulfilling all of its obligations in good faith for the Miami Event, which have a market value of approximately \$1,300,000.

48. Ahead Financials was aware that Rolling Loud conferred that benefit on Ahead Financials.

49. Ahead Financials voluntarily accepted and retained the benefits described in the Agreement, and for the sponsorship, as set forth above.

50. It would be inequitable for Ahead Financials to retain those benefits without reimbursing Rolling Loud for their full value.

WHEREFORE, Rolling Loud requests judgement against Ahead Financials and all damages and remedies available in contract, equity, law or otherwise, including, without limitation, attorneys' fees and costs.

COUNT III:
UNJUST ENRICHMENT
(against Fairfax Studios)

51. Rolling Loud re-alleges paragraphs 1-39 as if set forth fully in this count.

52. Upon information and belief, Ahead Financials has remitted payment to Fairfax Studios for Rolling Loud's performance of its obligations under the Agreement and in relation to the Live Stream Benefits.

53. Upon information and belief, Fairfax Studios is aware that the payment remitted to it by Ahead Financials is for Rolling Loud's performance of its obligations under the Agreement and in relation to the Live Stream Benefits.

54. Upon information and belief, Fairfax Studios voluntarily accepted and retained said payment from Ahead Financials, which payment was meant for and rightfully belongs to Rolling Loud as compensation for performing its obligations under the Agreement and in relation to the Live Stream Benefits.

55. It would be inequitable for Fairfax Studios to retain the payment that was meant for Rolling Loud without reimbursing Rolling Loud for the full value of its performance and the services it has rendered.

WHEREFORE, Rolling Loud requests judgement against Fairfax Studios and all damages and remedies available in contract, equity, law or otherwise, including, without limitation, attorneys' fees and costs.

COUNT IV:
CONVERSION
(against Fairfax Studios)

56. Rolling Loud re-alleges paragraphs 1-39 as if set forth fully in this count.

57. Upon information and belief, Ahead Financials has remitted payment to Fairfax Studios for Rolling Loud's performance of its obligations under the Agreement and in relation to the Live Stream Benefits.

58. Upon information and belief, Fairfax Studios is aware that the payment remitted to it by Ahead Financials was meant for and rightfully belongs to Rolling Loud in compensation for performing its obligations under the Agreement and in relation to the Live Stream Benefits.

59. Despite being aware that the payment remitted to it by Ahead Financials was meant for and rightfully belongs to Rolling Loud, Fairfax Studios has wrongfully kept and continues to keep those funds from Rolling Loud, depriving Rolling Loud indefinitely of possession over them.

60. Fairfax Studios has wrongfully exercised control over Rolling Loud's property, specifically a specific payment, depriving Rolling Loud of said property for an indefinite period of time.

61. As a result of Fairfax Studios's wrongful exercise of control over Rolling Loud's property, Rolling Loud has been damaged.

WHEREFORE, Rolling Loud requests judgement against Fairfax Studios and all damages and remedies available in contract, equity, law or otherwise, including, without limitation, attorneys' fees and costs.

JURY TRIAL DEMANDED

Plaintiff Rolling Loud demands trial by jury of all issues so triable.

Dated: February 21, 2022

Respectfully submitted,

REED SMITH LLP

By: /s/ Edward M. Mullins
Edward M. Mullins (FL Bar No. 863920)
Email: emullins@reedsmith.com
Anabel Blanco (FL Bar No. 1025319)

Email: anabel.blanco@reedsmith.com
1001 Brickell Bay Drive
Suite 900
Miami, FL 33131
Telephone: +1 786 747 0200
Facsimile: +1 786 747 0299

Counsel for Plaintiff
Rolling Loud, LLC

EXHIBIT A

SPONSORSHIP AGREEMENT

Date: May 21, 2021 (the “**Effective Date**”)

RL’s name and address: Rolling Loud, LLC (“ RL ”) with offices at: 7814 NE 4 th Court, Unit #200 Miami, Florida 33138	Sponsor name and address: Fairfax Studios, LLC, a Delaware limited liability company, with principal offices located 251 Little Falls Drive Wilmington, Delaware 19808, o/b/o Ahead Financial, LLC, d/b/a Ahead Financial (“ Sponsor ”)
Festivals: Those festival events listed on Exhibit B-1, which is Exhibit is attached hereto and incorporated herein by reference. Each of the Festivals may be referred to collectively as the “ Festivals ” or individually by its full name or “ Festival ,” as applicable.	Venues: Those venues listed on Exhibit B-1. Each of the Venues may be referred to individually by its full name or “ Venue ” or “ Location Grounds ”, as applicable.

1. **Term.** The term of this sponsorship agreement (“**Agreement**”) shall be from the Effective Date through December 31, 2022 (the “**Term**”). In the event that a Festival materially changes during the Term [for example, it is no longer held or is held for fewer days than it was scheduled to be held as of the Effective Date], then RL will notify Sponsor of such material change and the parties will cooperate in good faith to mutually agree upon an alternative opportunity for Sponsor’s use, to replace the diminishment in Sponsor’s rights and benefits caused by such material change.

2. **Sponsorship Category.** Throughout the Term, Sponsor (*i.e.*, Ahead Financial) shall be the exclusive sponsor of each Festival in the “Digital Financial Platform” category, meaning solely that RL is restricted from selling advertising or sponsorship rights to the following competitors of Sponsor in connection with the Festivals during the Term: Chime, Ally, Varo and Step (the “**Exclusive Business Category**”). A sponsor’s exclusive status will not preclude RL from entering into sponsorship relationships with other entities in other business categories (whether exclusive or non-exclusive), or in Sponsor’s Exclusive Business Category for events other than the Festivals. Notwithstanding anything to the contrary contained herein, the preceding exclusivity does not include sponsorship rights in connection with any Festival audio/video broadcast in any medium. Sponsor acknowledges that there may be a Festival broadcast sponsor in the Exclusive Business Category, and such broadcast sponsorship shall not be a violation hereof.

3. **Sponsorship Fee and Schedule.** In exchange for the benefits provided herein, Sponsor shall pay to RL **\$2,500,000.00** (the “**Sponsorship Fee**”) as follows:

a. **Payment Schedule:**

- i. **\$1,000,000.00** due within five (5) days after the full execution of this Agreement.
- ii. **\$375,000.00** due on or before September 8, 2021.
- iii. **\$375,000.00** due on or before ninety (90) calendar days prior to the first day of Rolling Loud Miami 2022.
- iv. **\$375,000.00** due on or before ninety (90) calendar days prior to the first day of Rolling Loud New York 2022.
- v. **\$375,000.00** due on or before ninety (90) calendar days prior to the first day of Rolling Loud Los Angeles 2022.

b. RL reserves the right to suspend its delivery of Sponsor’s rights and benefits hereunder, if Sponsor’s uncontested payment is not received by any of the above stated due dates.

- c. All amounts due but unpaid will accrue interest at the maximum amount allowed by law. Sponsor acknowledges that in the event that the Sponsorship Fee is subject to any applicable sales taxes (depending upon jurisdiction), the remittance of such sales taxes is solely the responsibility of Sponsor.

4. **Sponsorship Benefits.** In connection with the Festival, RL will provide Sponsor with the benefits described in Exhibit "A", attached hereto and incorporated herein throughout the Term

5. **Terms and Conditions.** The following terms and conditions govern the Agreement.

- a. **Insurance.** Sponsor will maintain and pay all premium costs for the following insurance coverages in amounts not less than specified throughout the duration of the Term:
 - i. Statutory Workers' Compensation including Employer's Liability Insurance, subject to limits of not less than One Million Dollars (\$1,000,000.00), affording coverage under applicable worker's compensation laws. Sponsor will cause, if allowed by law, its workers' compensation carrier to waive insurer's right of subrogation with respect to RL Additional Indemnitees.
 - ii. Commercial General Liability Insurance for limits of not less than One Million Dollars (\$1,000,000.00) per occurrence Bodily Injury and Property Damage combined; One Million Dollars (\$1,000,000.00) per occurrence Personal and Advertising Injury; Two Million Dollars (\$2,000,000.00) aggregate Products and Completed Operations Liability; One Hundred Thousand Dollars (\$100,000.00) Fire Legal Liability, and Two Million Dollars (\$2,000,000.00) general aggregate limit per event. The policy shall be written on an occurrence basis.
 - iii. Automobile Liability Insurance with a limit of not less than One Million Dollars (\$1,000,000.00) combined and covering all owned, non-owned and hired vehicles, should any automobiles be used in the performance of any services under this Agreement.
 - iv. Umbrella Liability Insurance at not less than Four Million Dollars (\$4,000,000.00) limit providing excess coverage over all limits and coverages noted in Sections 5.a.ii and 5.a.iii above. This policy shall be written on an occurrence basis.
 - v. Errors and Omissions coverage and/or Media Liability coverage of not less than One Million Dollars (\$1,000,000.00). Such E & O Coverage shall have standard coverage, including, but not limited to, defamation, infringement of copyright, infringement of rights in material to be broadcast or in the manner of presentation thereof, invasion of privacy rights and unauthorized use of material.
 - vi. For policies noted in Sections 5.a.ii, 5.a.iii, 5.a.iv and 5.a.v above, Sponsor shall endorse each of the following and each of their respective parents, members, partners, affiliates, divisions and subsidiaries, and their respective officers, directors, shareholders, employees, agents and representatives (collectively and individually, as it relates to each Festival "**Additional Insureds**") as "Additional Insureds" with respect to any and all claims arising from Sponsor's operations per this Agreement for each Festival:

vii. *Rolling Loud Los Angeles*

- a. Rolling Loud, LLC
- b. TCMZ LLC
- c. Insomniac Holdings, LLC
- d. Live Nation Entertainment, Inc.
- e. The National Orange Show County or Citrus Fairs

viii. *Rolling Loud New York*

- a. Rolling Loud, LLC
- b. TCMZ LLC

- c. Insomniac Holdings, LLC
- d. Live Nation Entertainment, Inc.
- e. The National Orange Show
- f. CF Hospitality, LLC
- g. Sterling Mets, LP
- h. Sterling Mets Front Office, LLC
- i. Sterling Mets Operations, LLC
- j. Queens Ballpark Company, LLC
- k. Aramark Sports and Entertainment Services, LLC
- l. the City of New York
- m. the New York City Department of Parks and Recreation
- n. the New York City Economic Development Corporation
- o. the New York City Industrial Development Agency

ix. *Rolling Loud Miami*

- a. Rolling Loud, LLC
- b. TCMZ LLC
- c. Insomniac Holdings, LLC
- d. Live Nation Entertainment, Inc.
- e. South Florida Stadium LLC
- f. Miami Dolphins, Ltd.

RL shall have the right to reasonably update its list of “Additional Insureds” upon notice to Sponsor.

- x. Further, coverage for the Additional Insureds will apply on a primary basis irrespective of any other insurance, whether collectible or not. Should any additional premium be charged for such coverages or waivers, Sponsor will be responsible to pay said additional premium charge to their insurer. The ‘certificate holder’ box on Sponsor’s COI shall read as follows: Rolling Loud, LLC, 7814 NE 4th Court, Unit #200, Miami, Florida 33138.
- xi. Sponsor will deliver to RL satisfactory evidence of the described insurance coverage on a standard certificate form. All required insurance will be placed with carriers licensed to do business in the applicable state, have a rating of not less than A- VII in the most current edition of A.M. Best’s Property Casualty Key Rating Guide and will provide thirty (30) days written notice of cancellation or non-renewal.
- xii. The insurance obligations stated in this Section 5.a are independent of and shall not be affected by the scope or validity of, any other indemnity or insurance provisions in other sections of this Agreement.
- xiii. Sponsor will ensure that all of its contractors who will be entering the Location Grounds to engage in any business activity (including, without limitation, sampling, distributing, vending or other commercial activity) will comply with the foregoing insurance requirements and provide satisfactory evidence thereof prior to the Festival.
- xiv. Failure by RL to request such certificate shall not be construed in any way as a waiver of this requirement of Sponsor.

b. INDEMNIFICATION.

- i. **RL WILL INDEMNIFY, DEFEND AND HOLD SPONSOR, ITS PARTNERS, PARENT COMPANIES, SUBSIDIARIES, AFFILIATED COMPANIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND MEMBERS (“SPONSOR ADDITIONAL INDEMNITEES”) HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, SUITS, LIABILITIES OR EXPENSES (INCLUDING**

REASONABLE ATTORNEYS' FEES, EXPENSES AND COURT COSTS INCURRED BY OR ON BEHALF OF SPONSOR) ARISING OUT OF OR IN CONNECTION WITH (I) THE PRODUCTION OF THE FESTIVAL OR THE MANAGEMENT OF THE LOCATION GROUNDS (EXCLUDING THE ACTIVATION AREA); (II) ANY ACTS OR OMISSIONS OF RL, ITS OFFICERS, DIRECTORS OR EMPLOYEES. THE INDEMNITY AND DEFENSE REQUIRED BY THIS PARAGRAPH SHALL BE PROVIDED REGARDLESS OF WHETHER THE CLAIM, DEMAND, SUIT, LIABILITY OR EXPENSE IS BASED IN WHOLE OR IN PART ON THE ALLEGED NEGLIGENCE OF SPONSOR OR SPONSOR ADDITIONAL INDEMNITEES, WHETHER ACTIVE, PASSIVE, SIMPLE OR GROSS. THE PARTIES AGREE, HOWEVER, THAT RL SHALL NOT BE OBLIGATED TO DEFEND OR INDEMNIFY SPONSOR FOR CLAIMS, DEMANDS, SUITS, LIABILITIES OR EXPENSES THAT ARISE OUT OF SPONSOR'S, THE SPONSOR ADDITIONAL INDEMNITEES' OR THEIR AGENT'S AND CONTRACTOR'S SOLE NEGLIGENCE OR OUT OF ANY BREACH OR NON-FULFILLMENT OF ANY TERM, AGREEMENT, WARRANTY, REPRESENTATIVE CONTAINED IN THIS AGREEMENT BY SPONSOR.

- ii. SPONSOR WILL INDEMNIFY, DEFEND AND HOLD ROLLING LOUD, LLC, INSOMNIAC HOLDINGS, LLC, LIVE NATION WORLDWIDE, INC. AND EACH OF THE APPLICABLE ADDITIONAL INSUREDS, VENUES AND THEIR RESPECTIVE LANDLORDS AND EACH OF THEIR RESPECTIVE PARTNERS, PARENT COMPANIES, SUBSIDIARIES, AFFILIATED COMPANIES, THEIR OFFICERS, DIRECTORS, EMPLOYEES AND MEMBERS ("RL ADDITIONAL INDEMNITEES") HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, SUITS, LIABILITIES OR EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES INCURRED BY OR ON BEHALF OF RL) ARISING OUT OF OR IN CONNECTION WITH (I) ANY ACTS OR OMISSIONS OF SPONSOR, ITS OFFICERS, DIRECTORS, EMPLOYEES, INVITEES, AGENTS OR CONTRACTORS, INCLUDING THE AREAS AND/OR THE EXPERIENCES; (II) THE USE OF SPONSOR'S LOGO/CONTENT/MATERIAL BY RL AS PROVIDED BY SPONSOR AND PERMITTED HEREUNDER, (III) THE USE, OPERATION, DISPLAY OR TRANSPORTATION OF ANY OF SPONSOR'S EQUIPMENT; (IV) ANY SPONSOR PROMOTION (INCLUDING, WITHOUT LIMITATION, ANY ACTUAL OR SUSPECTED FRAUDULENT ACTIVITY IN CONNECTION WITH THE SPONSOR PROMOTION), GIVEAWAY, PRODUCT, SAMPLING OR EXHIBITION ADMINISTERED OR CONDUCTED BY SPONSOR, ITS AGENTS OR CONTRACTORS; (V) ANY PRODUCT LIABILITY CLAIM RELATED TO SPONSOR'S PRODUCTS. THE INDEMNITY AND DEFENSE REQUIRED BY THIS PARAGRAPH SHALL BE PROVIDED REGARDLESS OF WHETHER THE CLAIM, DEMAND, SUIT, LIABILITY OR EXPENSE IS BASED IN WHOLE OR IN PART ON THE ALLEGED NEGLIGENCE OF RL OR RL ADDITIONAL INDEMNITEES, WHETHER ACTIVE, PASSIVE, SIMPLE OR GROSS. THE PARTIES AGREE, HOWEVER, THAT SPONSOR SHALL NOT BE OBLIGATED TO DEFEND OR INDEMNIFY RL FOR CLAIMS, DEMANDS, SUITS, LIABILITIES OR EXPENSES THAT ARISE OUT OF RL'S, THE RL ADDITIONAL INDEMNITEES' OR THEIR AGENT'S AND CONTRACTOR'S SOLE NEGLIGENCE OR OUT OF ANY BREACH OR NON-FULFILLMENT OF ANY TERM, AGREEMENT, WARRANTY, REPRESENTATIVE CONTAINED IN THIS AGREEMENT BY RL.**
- iii. The indemnification provisions contained throughout this Agreement shall survive the termination of this Agreement.

- c. Definition of Guidelines. “**Guidelines**” means the RL-provided written guidelines applicable to all onsite signage and branding production, specifically regarding signage quantity, type, size, appearance and/or aesthetics, themes and/or other specifications particular to the Festival.
- d. Sponsor’s Staff. If RL believes, in its reasonable and good faith opinion that any of Sponsor’s staff (e.g., brand ambassadors) are either (i) not engaging patrons in an appropriate manner (ii) or not working on Sponsor’s activations as proscribed herein, then RL shall have the right to revoke such staff’s worker passes and cause Sponsor to dismiss those staff immediately. Upon a dismissal of any of Sponsor’s staff, Sponsor will have the option either (i) to continue its activation with its remaining staff, or (ii) replace one (1) or more dismissed staff and request corresponding worker passes from RL. Subject to RL’s reasonable approval, RL will provide replacement worker passes for Sponsor’s replacement staff.
- e. Festival Passes. All passes provided by RL shall be valued at face value, including any applicable service charges and taxes. Sponsor shall not resell any passes provided by RL. Without waiving or limiting any other rights or remedies available to RL hereunder, if Sponsor violates this sub-clause (e), RL may refuse to provide Sponsor any further passes hereunder. Sponsor shall not use any passes received from RL in connection with any promotion or advertising via any media form, including, but not limited to, newspaper, magazine, Internet, television or radio, except with RL’s prior approval; and if a Promotion, then also in conformity with Section 6 of Exhibit A hereto. Notwithstanding the preceding, Sponsor shall not be required to secure RL’s approval in those instances for which Sponsor is distributing passes via non-public channels (e.g., giving passes to employees, vendors, and sponsors for non-public, Sponsor entertainment purposes). **Non-compliance with the foregoing is a Material Breach of this Agreement, and RL retains the right to pursue any and all legal and equitable remedies.**
- f. Relationship of the Parties. The parties are acting herein as independent contractors. Nothing herein contained will create or be construed as creating a partnership, joint venture or agency relationship between the parties and no party will have the authority to bind the other in any respect. Each party hereto will be solely responsible for all wages, income taxes, worker’s compensation and any other requirements for all personnel it supplies pursuant to this Agreement. Sales taxes, if any, will be the responsibility of the party purchasing the goods or services. RL will not be responsible for any items or vehicles brought to the Location Grounds by Sponsor or any of its employees, agents, representatives or volunteers.
- g. National Promotions. Sponsor acknowledges and agrees that promotions hosted by any of RL’s other sponsors in the Exclusive Business Category (but who are not sponsors of the Festival), may offer, only as prizes, passes to the Festival without violating the terms hereof. In each case, the Festival shall not be publicized in such promotion’s advertising, media or any call-to-action, and RL represents and warrants that such promotions shall not state or reasonably imply that the sponsor or host of such promotion is a sponsor of the Festival.
- h. Media. Newspaper, radio, television and/or other media advertising in connection with the Festival will be selected and purchased by RL. RL retains all rights to create, place and to determine the amount of all media used to promote the Festival. Sponsor may place, advertisements in connection with its sponsorship of the Festival at Sponsor’s sole expense, upon RL’s prior written approval.
- i. Termination.
 - a. Either party may terminate this Agreement upon written notice to the other for any Material Breach of this Agreement. In addition to the other instances of a Material Breach outlined in this Agreement, as used in this Agreement, a “**Material Breach**” shall also mean:
 - 1. Any failure on the part of either party to perform an obligation hereunder which defeats the essential value or purpose of this Agreement to the non-

breaching party;

2. any failure by Sponsor to make any payment when due, including any payments made in accordance with Section 3 of this Agreement;
 3. A series of failures which have the same cumulative effect;
 4. A breach of a representation or warranty; or
 5. Upon a party becoming insolvent or seeking protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against the other (and not dismissed within ninety (90) days.
- b. In the event of a Material Breach, a party may terminate this Agreement five (5) days after notice of a Material Breach to the party allegedly guilty of a Material Breach has been received; provided that a party who has received notice of a Material Breach may cure the alleged breach (if curable) within thirty (30) days after receipt of notice of a Material Breach, and must then provide notice to the party proving the Material Breach that the breach has been cured before that thirty (30) day period expires. If the party alleging the Material Breach continues to believe that the Material Breach has not been cured, it must provide notice to the other party that this Agreement will terminate at the expiration of the five (5) day period, as originally noticed, as well as a detailed explanation as to why it believes the cure of the breach is ineffective. Notwithstanding anything to the contrary contained herein, the parties acknowledge and agree that a party shall have the right to immediately terminate this Agreement as a result of a Material Breach pursuant to this Paragraph 5.i.3 without affording the breaching party a cure period.
- j. Effect of Termination. Upon termination, the parties' rights to use each other's Marks and designations will cease, and each party's obligations under this Agreement, which are not continuing by nature, will also cease. Termination of the Agreement is without prejudice to the accrued rights and remedies of either party, and the assertion of a particular remedy by a party shall not preclude that party of any other rights or from the seeking of any other remedies.
- k. Limitation of Liability. Except for any damages arising pursuant to a breach by a party of the Confidentiality Provision of this Agreement, use of the other party's Marks without the other party's permission and the indemnification obligations of this Agreement, no party will under any circumstances be liable to any other party for any consequential, incidental or special damages (including but not limited to lost profits) arising out of this Agreement, even if apprised of the likelihood of such damages occurring, provided that this sentence shall not limit any party's indemnification obligation to the other parties with respect to claims by unaffiliated third parties.
- l. Distribution of Literature. Sponsor will not distribute any advertisements or promotional literature at the Location Grounds without the prior consent of RL. Any such distribution will be at a time and place determined by RL and will be subject to Sponsor's compliance with municipal ordinances and governmental regulations.
- m. Use of Marks.
- a. **Ownership.** RL and Sponsor recognize and acknowledge that they have no right, title or interest, and agree that neither will claim any right, title or interest, in or to any trademarks or service marks, including logos owned or used by the other party ("**Marks**"; and "**RL's Marks**" or "**Sponsor's Marks**", respectively). For the avoidance of doubt, Sponsor's Marks shall mean or refer to the trademarks, service marks and logos used by Ahead

Financial and Sponsor's products shall mean or refer to any products or services marketed or sold directly or indirectly by Ahead Financial, LLC or any of its respective affiliates, parents or subsidiaries. RL and Sponsor acknowledge that each party is the exclusive owner of and to all rights, title and interest of their respective Marks. Except as specifically set out in this Agreement, including any exhibits hereto, nothing in this Agreement will grant, suggest, or imply any authority for one party to use the name, trademarks, service marks, or trade names of the other for any purpose whatsoever, absent written consent of the other party. Sponsor's representatives, agents and subcontractors (including those of Ahead Financial, LLC) shall not speak to the media or authorize any third-party to speak to the media about the Festivals without Promoter's prior written consent, and any press release announcing this Agreement is subject to Promoter's prior written approval.

- b. **Exchange of Marks.** Each party will submit the appropriate Marks to be used on all of the other party's promotional materials, banners, etc. undertaken for the specific purposes set forth in this Agreement and any exhibits, within fifteen (15) days of the other party's written request.
- c. **Grant of License.** Subject to the terms and conditions of this Agreement, each party hereby grants to the other for the duration of the Term a non-exclusive, non-transferable, royalty free license to apply the other's Marks solely in connection with exercising its right or obligation and in conformity to this Agreement and with the other party's consent, in each instance.
- d. **Quality Standards.** Each party shall comply with all standards for usage and design specifications of the other's Marks issued or to be issued by the other furnished to it or updated from time-to-time. All usage of the other party's Marks including those usages described in this Agreement shall be approved in writing by the party owning such Marks, prior to publication or dissemination, in each instance. The parties acknowledge and agree that any failure to obtain the other party's prior written consent over the use of the other party's Marks shall be deemed a Material Breach of this Agreement and notwithstanding anything to the contrary contained in this Agreement, in such event, the non-breaching party shall have the right to immediately terminate this Agreement upon notice to the other party without affording the breaching party a notice or cure period. Any change, modification or supplementation of the other party's Marks shall be approved in writing by the party owning such Marks, prior to publication.
- e. **Form of Use.** Neither party will combine the other party's Marks with any other trademarks, trade names, trade symbols or other proprietary marks to create a new, unitary mark without the other party's prior written consent.
- f. **Termination or Expiration.** Except as otherwise provided herein, as soon as commercially practicable, upon termination or expiration of this Agreement, each party shall cease displaying or using the other party's Marks on any materials and shall destroy any materials used in connection with this Agreement which bears the other party's Marks, except for materials that are preserved for strictly internal auditing or archival purposes.
- n. **Confidentiality.** Except as may be required by any applicable law, government order, or regulation, or by order or decree of any court of competent jurisdiction, no party shall, without prior written consent of the other, publicly divulge, announce or in any manner disclose to any unrelated third party, any information or matters revealed to any other party pursuant hereto, or any of the specific terms and conditions of this Agreement, and each party shall do all such things as are reasonably necessary to prevent any such information from becoming known to any party other than the parties to this Agreement.


- o. Assignment. This Agreement or any part hereof may be assigned or transferred by RL to any person, firm, corporation or partnership, which is a corporate affiliate of RL. This Agreement or any part hereof may not be transferred, conveyed or assigned by Sponsor without the prior written consent of RL, which shall not be unreasonably withheld.
- p. Successors and Assigns. All of the terms of this Agreement will apply to, be binding upon and inure to the benefit of the parties hereto, their successors, proper assigns, heirs and legal representatives, and all other persons claiming by, through or under them.
- q. Applicable Law. This Agreement will be governed by and construed according to the laws of the state of Florida, which are, from time to time, in effect.
- r. Compliance with Laws. Both parties will be responsible for complying with all governmental regulations pertaining in any manner to its products or services being provided pursuant to this Agreement or activities being conducted pursuant to this Agreement. It will be each party's sole responsibility to obtain any such governmental approvals required of it.
- s. Force Majeure. If any party to this Agreement shall be delayed or hindered in, or prevented from, the performance of any obligation hereunder as a result of diseases, epidemic, quarantine, strikes, labor difficulty, lockouts, shortages or failure of supply of labor, fuel or materials, acts of God, causes associated with weather, flooding, acts or requirements of any government, enemy act, act of war or civil disorder, fire or other casualty, technical or mechanical difficulties, or any other cause or circumstance beyond the reasonable control of such party (each, a "**Force Majeure Event**"), then the performance of such obligation shall be excused for the period of such delay, hindrance or prevention and the period for performance of such obligation shall be extended by the number of days equivalent to the number of days of such delay or hindrance in or prevention from the performance of any such obligation (or such other period of time as may be reasonable under the circumstances).
- t. COVID-19. Notwithstanding anything to the contrary contained herein, as at the time this Agreement being executed by the parties, there is a respiratory illness outbreak caused by a novel coronavirus and certain variants thereof (collectively, "**COVID-19**") that is impacting various regions globally. If at any time prior to the Festival, any applicable government, public authority or public service issues any legislation or restrictions concerning COVID-19 that make it impossible or impractical for the Festival to take place as planned (including, without limitation, social distancing measures or reduced capacity) ("**Act**") and RL cancels, postpones or reschedules a Festival as a result of such Act ("**COVID-19 Cancellation**"), neither party shall be under any liability to the other party, except to the extent set forth below: in the event of a COVID-19 Cancellation by RL, (a) (i) the parties shall amend this Agreement to replace the "Festival" with an RL-promoted festival with comparable value to the affected Festival (e.g., based on market, historical attendance, genre, historical performing artists, and historical patron demographics) for the following year ("**Replacement Festival**"); and (ii) any amounts paid or received by RL in connection with this Agreement shall be carried over to the following year for the Replacement Festival; and (b) in the event that RL is required to postpone, reschedule or cancel the Replacement Festival and, as a result, the Replacement Festival is not actually organized during the following year, RL shall immediately return to Sponsor any amounts paid to RL hereunder and neither party shall have any obligations to one another under this Agreement.
- u. Rolling Loud New York. RL shall have the unilateral right to re-locate the Rolling Loud New York Festival to an alternative Venue or reschedule such Festival's dates in the event that the New York Mets baseball team are within five (5) games of qualifying for the 2021 Major League Baseball Playoffs during the month of September ("**MLB Post-Season Event**"). A change of Venue or date by RL as a result of a MLB Post-Season Event shall not constitute a breach of this Agreement.

- v. Notices. All notices, requests, demands and other communications under this Agreement will be in writing and will be deemed to have been given if hand delivered or mailed, certified mail, return receipt requested, to the parties at the addresses set forth in the Agreement attached hereto, with a copy to 7814 NE 4TH Court, Unit #200, Miami, Florida 33138, Attn. Law Department - Sponsorship. All notices delivered by hand shall be effective upon delivery and all notices mailed certified mail; return receipt requested shall be effective when mailed.
- w. No Waiver of Rights. If either party fails to enforce any of the provisions of this Agreement or any rights or fails to exercise any election provided in the Agreement, it will not be considered to be a waiver of those provisions, rights or elections or in any way affect the validity of this Agreement. The failure of either party to exercise any of these provisions, rights or elections will not preclude or prejudice such party from later enforcing or exercising the same or any other provision, right or election which it may have under this Agreement.
- x. Invalidity. If any term, provision, covenant or condition of the Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this Agreement will remain in full force and effect and will in no way be affected, impaired or invalidated.
- y. Headings. Headings are not a part of the Agreement but are only for convenience.
- z. Entire Agreement and Modification. The Agreement contains the entire agreement between the parties relating to the subject matter hereof and all prior agreements relative hereto which are not contained herein are terminated. This Agreement may not be amended, revised, or terminated orally but only by a written instrument executed by the party against which enforcement of the amendment, revision, or termination is asserted.
- aa. Further Assurances. Each party to this Agreement, upon the request of any other party to this Agreement, will execute, acknowledge and deliver such further documents or instruments and perform such further acts as may be necessary, desirable or proper to carry out more effectively the purpose of this Agreement. Each of the individuals executing this Agreement certifies that he or she is duly authorized to do so.
- bb. Cumulative Remedies. All remedies provided in the Agreement are cumulative and in addition to and not in lieu of any other remedies available to a party under the Agreement, at law, or in equity.
- cc. Execution in Counterparts. This Agreement may be executed in any number of counterparts and via facsimile (including e-facsimile), each of which will be an original; but such counterparts will together constitute but one of the same instrument.
- dd. Representations of RL. RL expressly represents and covenants that it has full right, power, legal capacity and authority to enter into this Agreement, to carry out the terms hereof and to grant to Sponsor the rights, benefits and privileges herein granted to it.
- ee. Representations of Sponsor.
 - i. Sponsor expressly represents and covenants that it has full right, power, legal capacity and authority to enter into this Agreement, to carry out the terms hereof and to grant to RL the rights, benefits and privileges herein granted to it.
 - ii. This Agreement, when executed and delivered by Sponsor, will be a legal, valid and binding obligation enforceable against Sponsor, in accordance with its terms, except to the extent that enforcement may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights generally.

- iii. In addition to being true as of the date first written above, each of the foregoing representations, and covenants will be true at all times during the Term hereof. Each of such representations and covenants will be deemed to be material and deemed to have been relied upon by RL, notwithstanding any investigation made by RL.

AGREED and **ACCEPTED** as of the date first above written.

Rolling Loud, LLC

By: 
Name: Brian A. Oliver
Title: Secretary
Date: Jun 14, 2021

SPONSOR


By: 
Name: Marvin Bing
Title: Founder + CCO Fairfax Studios
Date: Jun 14, 2021

Exhibit “A”
Sponsorship Benefits

1. **Festival Name/Logo Use.** Sponsor shall have the right, as described herein, to use the RL’s Marks and Sponsor’s designation as Ahead Financial as the official “Digital Financial Platform” in connection with each Festival within Sponsor’s advertising and/or promotional materials, subject to RL’s prior written approval, in each instance. Any Sponsor Promotions shall be conducted and administered by Sponsor at its sole expense and will be conducted in conformity with Section 6 below. For the avoidance of doubt, the primary message on all of Sponsor’s advertising and promotional materials using a Festival name and/or logo must promote the applicable Festival and Sponsor’s association or designation therewith.
2. **Onsite Areas.**
 - a. **Activation Area.** Sponsor shall, at its sole cost and expense, have the right to set-up and operate one (1) forty by forty foot (40’ x 40’) area located the general admission area at each Festival, in which it may conduct RL-approved interactive activities (the “**Activation Area**”). The exact location of the Activation Area shall be determined by RL, in consultation with Sponsor.
 - b. **Fast Lane Area.** Sponsor’s Ahead Financial brand shall be the name-in-title sponsor of a designated entrance lane (such area to be determined by RL in consultation with Sponsor) located at one of the entrances of each Festival. The sponsored fast lane entrance will be referred to as the “Ahead of the Crowd” fast lane or another name as mutually agreed upon (“**Fast Lane**”). The Fast Lane shall be available to persons with a valid Festival ticket and who have downloaded the Ahead Money mobile application in advance on their smart phone and have deposited a minimum of \$50 into their Ahead Money bank accounts via the Ahead Money mobile application (collectively and individually, “**Ahead Customers**”). Subject to the terms and conditions contained herein, Sponsor shall be entitled to distribute Sponsor and Festival co-branded premium apparel and items to those Festival attendees entering through the Fast Lane; provided that the design, quantity and type of premium apparel and items shall be subject to RL’s prior written approval in each instance. Sponsor shall be responsible for manufacturing and distributing such premium apparel and item items and products.
 - c. **BOH Area.** At Sponsor’s sole expense, Sponsor shall have the right to set up one (1) ten foot by ten foot (10’ x 10’) area back-of-house at each Festival (in an area determined solely by RL after consultation with Sponsor) (“**BOH Area**”) in which it may conduct interviews with artists performing at the Festival about the importance of financial independence. All activations within or adjacent to the BOH Area shall be passive in nature.
 - d. In connection with the Activation Area, Fast Lane Area and BOH Area (collectively, the “**Areas**”):
 - i. To the extent that any activities in the Areas include any physical participation (e.g., push-ups, obstacle course, dunking booth, etc.), Sponsor will secure a waiver and release of liability from each participant in connection with such participation. The waiver and liability release will specify RL, the applicable Additional Insureds and the Location Grounds as parties to be released from liability in connection with such participation.
 - ii. Sponsor acknowledges that the Areas are inclusive of all of Sponsor’s operational materials, equipment and other needs.
 - iii. The appearance of the Areas is subject to RL’s approval.
 - iv. The quantity, design and type of premium items distributed by Sponsor are subject to RL’s prior approval.

- v. The location of the Areas within the Location Grounds shall be determined by RL in consultation with Sponsor.
 - vi. Staffing, distribution materials, premium items, and any additional setup materials (tent, equipment) at Sponsor's expense.
 - vii. Sponsor will acquire any power through the Festival's energy provider at Sponsor's expense.
 - viii. If Sponsor requires Wi-Fi connectivity in the Area, Sponsor will inform RL not later than ninety (90) days prior to the Festival. Wi-Fi connectivity will be provided by the Festival's Wi-Fi provider, at Sponsor's expense.
 - ix. Set-up and tear-down times are determined by RL.
 - x. Sponsor shall be solely responsible for any claims or damages as a result of bodily injury or property damage whatsoever incurred by Sponsor, RL or participants in the Areas and while at the Location Grounds and RL will not be responsible for any claims or damages as a result of bodily injury or property damage whatsoever incurred by Sponsor or participants in the Area and while at the Location Grounds.
 - xi. Any fees charged to RL for additional clean-up of Sponsor's waste shall be the responsibility of Sponsor.
- e. **Brand Ambassadors.** Sponsor shall have the right to have a mutually agreed upon number of brand ambassadors onsite each day of the Festival who may engage patrons via the activities permitted above. The locations of the brand ambassadors will be limited to the Areas. RL will provide a mutually agreed upon number of worker passes. Sponsor shall be responsible for picking up/throwing away packaging or other waste arising from Sponsor's distributed marketing collateral in the area surrounding Sponsor's activities. Any fees charged to RL for additional clean-up of Sponsor's waste shall be the responsibility of Sponsor. Marketing collateral shall be distributed on a 1:1 ratio (i.e., no more than one item per patron).
- f. **Signage.** Sponsor shall have the right to display Sponsor-branded signs within the Areas at the Festival, in accordance with the Guidelines defined in Section 5(c) of the Agreement. Sponsor will produce, install and remove its signs at its expense. RL shall have no liability whatsoever for any loss or damage to the signage installed by Sponsor in its Area and shall have no obligation to return any signage to Sponsor upon the conclusion of the Festival. Sponsor agrees to take the necessary steps to create multiple replacement signage elements in case of damages due to vandalism, theft, weather, etc. to the signage.
3. **Festival Passes.** For each Festival, RL will provide Sponsor with one (1) Festival pass bank valued at Forty Thousand Dollars (**\$40,000.00**), which Sponsor may use toward its purchase of general admission and "VIP" Festival passes. Sponsor has the right to purchase additional general admission Festival passes, subject to availability at the time of Sponsor's request. Sponsor will request additional Festival passes no later than thirty (30) days prior to the commencement of the Festival.
4. **Festival Media Inclusion.** RL will include Sponsor's logo or name, as applicable to the medium, in the following media it places on behalf of each Festival. The size and location of each inclusion shall be determined by RL but shall be consistent with other sponsors of the same level as Sponsor. Specifically:
- a. The applicable Festival maps designating the location of the Activation Area;

- b. The sponsor section of the official “Rolling Loud” mobile application (iOS and Android) for the applicable Festival;
 - c. The ‘sponsors’ page on the official “Rolling Loud” website for the applicable Festival; and
 - d. The ‘family of sponsors’ section of all Festival media placed by RL after the mutual execution of this Agreement, to the extent that a particular media piece has a “family of sponsors” section (e.g., television, print, digital, social, out-of-house.).
 - e. For each Festival, RL will create and post three (3) social media messages referencing Sponsor’s participation with each Festival. The messages shall be written by RL in consultation with Sponsor. RL will syndicate each social media message across the official Rolling Loud Twitter and Instagram channels. Each message will include Sponsor’s #hashtag or @handle as provided by Sponsor. Timing of each message will be determined by RL, but in any case, RL shall publish one (1) social media message prior to the commencement of the Festival, one (1) social media message during the Festival and one (1) social media message within thirty calendar days of the conclusion of the Festival.
 - f. Prior to Rolling Loud New York 2022 and prior to each subsequent Festival organized during the Term, RL will create and post one (1) social media messages referencing Sponsor’s participation with the upcoming Festival. The messages shall be written by RL in consultation with Sponsor. RL will syndicate each social media message across the official Rolling Loud Twitter and Instagram channels. Each message will include Sponsor’s #hashtag or @handle as provided by Sponsor.
 - g. Additionally, during each Festival, RL will create and post three (3) social media messages referencing Sponsor’s participation with each Festival as a so-called “story post” with swipe up capabilities via RL’s official Instagram account, @rollingloud. The messages shall be written by RL in consultation with Sponsor. Each “story post” message will include Sponsor’s #hashtag or @handle as provided by Sponsor. Timing of each message will be determined by RL.
 - h. At Sponsor’s sole cost and expense, Sponsor shall produce and deliver to RL, at Sponsor’s sole cost and expense, a sixty second (:60) advertisement or promotional video regarding its products within the Exclusive Category. RL shall display such video a total of eight (8) times (i.e., aggregated across all stages) during each Festival day on one of the stage IMAG LED screens featured at each Festival. For the avoidance of doubt, the content of such video must shall be subject to RL’s prior written approval.
 - i. RL shall disseminate one (1) e-mail blast prior to the initial broadcast of the Loud Stream Media Property that makes reference to Advertiser in relation to certain consumer benefits provided by certain sponsors of the Loud Stream Media Property.
 - j. RL will include a reference to Sponsor’s participation with each Festival and/or inclusion of Sponsor’s Mark within a general email newsletter which may include mention of other Festival sponsors, sent prior to each applicable Festival. The messages shall be written by RL in consultation with Sponsor. The timing of the message shall be determined by RL.
 - k. RL will include a reference to Sponsor’s participation with each Festival and/or inclusion of Sponsor’s Mark within a SMS text message to the applicable Festival’s database which may include mention of other Festival sponsors, sent during each applicable Festival. The messages shall be written by RL in consultation with Sponsor. The timing of the messages shall be determined by RL.
5. **Activation Content. Activation Content.** A maximum of two (2) Sponsor representative shall have the right to record (audio and video) and take photographs of Sponsor’s onsite activity at and solely within its Areas (“**Activation Content**”). For the avoidance of doubt, Sponsor shall not record (audio

or video) or take photographs of its onsite activity in any other area of the Location Grounds. In connection with Activation Content, Sponsor agrees that:

- a. The Activation Content shall not include any Festival artist or any reasonably identifiable third-party person, visually, unless agreed to by such artist, and will not include any music performed by any Festival artist unless Sponsor has secured, at its expense, all rights and clearances from the applicable rights holders in connection with Sponsor's use of such music. Sponsor, at its sole cost, will be responsible for obtaining each applicable artist's prior written approval in each instance prior to Sponsor capturing the Activation Content.
- b. Sponsor will not publicly display any Activation Content in any medium whatsoever that include a Festival artist or a reasonably identifiable third-party person without such artist's or person's prior written approval.
- c. Sponsor shall provide its representatives and recording equipment at its own cost. RL will provide such representative with a working pass.
- d. Sponsor shall secure from each person who is reasonably identifiable (including but not limited to artists and patrons) in the Activation Content an executed full release and waiver of liability, permitting Sponsor's recording and Sponsor's use of the Activation Content and, without limitation, releasing RL from all liability related to Sponsor's capture and use of Activation Content.
- e. Prior to Sponsor's public display of the Activation Content, Sponsor shall submit all Activation Content to RL for its review and approval, which shall not be unreasonably withheld condition or delayed; and Sponsor shall provide RL with written evidence of the approval of any Festival artist captured in the Activation Content.
- f. Only RL-approved Activation Content may be displayed by Sponsor or any third-party.
- g. Activation Content may be displayed only upon Sponsor's company intranet and Sponsor's proprietary website www.aheadfinancials.com, and Sponsor's official social media channels including Facebook, Twitter, YouTube, Skype, Google+ and Instagram) for a period of not more than thirty (30) days immediately following the conclusion of the Festival in which the Activation Content was recorded ("**Usage Period**"), unless a longer time period has been authorized in writing by RL. Upon the conclusion of the Usage Period, Sponsor will remove the Activation Content from any website upon which Sponsor has placed it, and shall not "refresh" or "reload" it in any of its social media channels.
- h. The Activation Content will not be available for download.
- i. Sponsor shall not grant to any third party to use the Activation Content in any manner whatsoever without RL's prior written approval in each instance.
- j. In the event that Sponsor's representative who is making the recording/taking photographs, in any way whatsoever, interferes with Festival patron traffic flow, patron safety, patron enjoyment or otherwise any aspect of the Festival operation, then RL shall have the right to immediately revoke Sponsor's rights under this Section 7, including but not limited to confiscating the memory sticks and/or film in connection with such Activation Content.

6. **Exploitation of Sponsorship/Sponsor Promotions.**

- a. Sponsor shall have the right to exploit its sponsorship of the Festival as described herein via its onsite display area, retail channels and/or additional consumer promotions ("**Sponsor Promotions**"), at its sole expense, during the Term. The type of such Sponsor Promotions, Sponsor's retail channels and the use of any third-party inclusion or participation (e.g., retail partners, vendors, etc.) shall be

subject to RL's prior written approval. If Sponsor conducts any Sponsor Promotions, Sponsor will administer Sponsor Promotions at its sole cost and expense and in compliance with all federal, state and local laws and regulations governing sweepstakes and/or contests, including, without limitation, any privacy laws and regulations. As administrator of Sponsor Promotions, Sponsor shall be responsible for all aspects of Sponsor Promotions, including, without limitation, administering and managing Sponsor Promotions, the cost of any prizes or experiences associated with a Sponsor Promotion, drafting any rules and/or terms of Sponsor Promotions (subject to RL's approval), conducting all necessary registering and bonding of Sponsor Promotions, selecting and notifying the winners, distributing the prize, and obtaining all releases and filing tax documentation. Rules and/or terms and releases in connection with the Sponsor Promotions must require participants to release RL from all liability in connection with the Sponsor Promotions. For the avoidance of doubt, Sponsor shall be named as "sponsor" in all Sponsor Promotion rules.

- b. Sponsor may create and implement any applicable in-store point of purchase for all participating retail locations and, if applicable, any print, email and online materials for the Sponsor Promotions and may include RL-provided graphics, logos and/or text in the foregoing. For the avoidance of doubt, Sponsor may not use the RL Marks in any way.
 - c. Sponsor will provide Sponsor graphics, logos and/or text to incorporate into any Sponsor Promotion materials created by RL.
 - d. If Sponsor wishes to include Festival passes or parking passes as prize for a Sponsor Promotion, Sponsor may (i) use passes purchased from its allocation (Section 3 of Exhibit A); or (ii) at its sole expense and liability, provide additional RL-approved non-pass prize; or (iii) at its expense, may purchase Festival passes from RL, subject to availability at the time of request.
 - e. All Sponsor Promotion materials including, without limitation, social media posts, and all subsequent modifications thereto, shall be subject to RL's prior written approval. RL shall have five (5) business days to review and approve or disapprove in writing any submissions by Sponsor. Any submission that is not approved by RL in writing within such five (5) day-period shall be deemed disapproved. Sponsor agrees and acknowledges RL shall not be responsible, and Sponsor shall specifically release RL, for any materials relating to the Sponsor Promotion that RL has not been provided the opportunity to review or RL disapproves pursuant to this Section or that are published or distributed by Sponsor prior to RL completing its review. Sponsor further agrees and acknowledges that any approvals given by RL in connection with Sponsor Promotions are approvals solely as to (i) the inclusion of RL's Marks (as defined in Section 5(k) of the Agreement) in Sponsor Promotion materials, (ii) the proper description of any prize provided by RL to Sponsor, and (iii) the inclusion of a release of RL's liability in Sponsor Promotion rules and winner releases, and that such approval is not a representation or warranty by RL that any portion of Sponsor's activities complies with applicable laws, rules or regulations.
 - f. Sponsor, at its sole cost and expense and subject to and in accordance with the applicable terms and conditions contained in this Agreement, shall administer a Sponsor Promotion sweepstakes that is tentatively being referred to as "*Ahead in Your Career*" that gives one (1) unsigned artist an opportunity to perform at Rolling Loud Miami 2021. RL and Sponsor shall mutually agree on one (1) grand prize winner based on music submitted through Breakr, a music submission platform. The rules, eligibility, prizes, timing and how to entry, winner selection, promotion and all other aspects of the Sponsor Promotion shall be consistent with industry standards and mutually agreed upon; provided that any and all expenses incurred in administering the Sponsor Promotion shall be the sole responsibility of Sponsor.
7. **VVIP Table.** On every event day of Rolling Loud Miami 2021 and Rolling Loud Los Angeles 2021, RL shall grant Sponsor a non-transferrable right to receive one (1) complimentary VVIP viewing table in the "Loud Club" at a location designated by RL and allow Sponsor a specified number of

guests (between 8-10 people per night, as determined by RL following consultation with Sponsor) to enter the VVIP “Loud Club” on a gratis basis; provided each guest complies with the dress code and meets the age requirements set forth in this paragraph. In addition to the foregoing, and in connection with such grant, RL shall serve Sponsor up to \$10,000 (based on RL’s bottle packages and pricing) in bottle or food services on a gratis basis and at RL’s sole cost and expense. Any bottles or bottle services ordered by either Sponsor or any of Sponsor’s guests in excess of the \$10,000 credit shall be at Sponsor’s sole cost and expense (and Sponsor shall be required to pay any applicable service charges or other expenses on any excess amounts). Sponsor and each of Sponsor’s guests are prohibited from reselling, or authorizing any third party to resell, any credentials provided to Sponsor hereunder and any violation of the foregoing shall constitute a material breach.

Sponsor acknowledges and agrees that there is a 21 years of age requirement in the VVIP “Loud Club”, and that all patrons must meet certain dress code requirements in order to gain entry into the VVIP “Loud Club”. RL shall have the right to require that all guests provide satisfactory proof of identification and age, and meet the applicable dress code for the VVIP “Loud Club”. If such proof is not provided to RL, or if any patron does not meet the VVIP “Loud Club” dress code (including guests), then RL reserves the right to refuse entrance (and/or eject) any individual not meeting the foregoing criteria.

8. **Ahead ATM Area.** At each Festival, Sponsor shall be the name-in-title sponsor of a designated area (such area to be determined by RL in consultation with Sponsor) near where ATMs are located. The sponsored ATM area will be referred to as the “**AHEAD ATM**” area or another name as mutually agreed upon (“**ATM Area**”) and feature signage provided by Sponsor. Sponsor will design, produce, and install signage featuring the Sponsor’s logo and/or name around the ATM Area, at Sponsor’s sole cost and expense; provided that the design, appearance, size and messaging of any signage shall be subject to the RL’s prior written approval, in each instance. For the avoidance of doubt, RL shall be responsible, at its sole cost and expense, for providing the actual ATMs for the ATM Area.
9. **“Ahead Money Festival Benefits.”** For each Festival, RL shall provide all Ahead Customers attending a Festival with a coupon code that can be redeemed by Ahead Customers at RL’s dedicated on-site Festival merchandise store for a discount on one (1) Festival merchandise item (amount of discount to be determined by RL).
10. **Artist Green Rooms.** RL shall place RL-approved premium Sponsor items (in a quantity and design pre-approved by RL) in artist green rooms (subject to the approval of each artist, in each instance) at the Festival, which premium items shall be manufactured, acquired, delivered, transported and provided to RL at Sponsor’s sole cost and expense.
11. **Ahead Conference Participation.** Sponsor, at its sole cost and expense, intends to organize, host and produce a free, multi-day art experience event tentatively entitled “*Ahead For All Art Experience*” to promote financial education and independence on an annual basis in Miami-Dade County during the years 2021 and 2022 (the multi-day experience event organized in 2021 and the multi-day experience organized in 2022 shall, individually, be referred to as an “**Experience**” and, collectively, be referred to as the “**Experiences**”), which Experiences shall be entirely unrelated to the Festival. As part of each Experience, Sponsor, at its sole cost and expense, intends to organize, host and produce an hour-long panel discussion tentatively entitled “Money Matters” featuring high-profile music executives and artists (*e.g.*, target hosts include musical artist Nas) to discuss the importance of financial responsibility in the music industry (*e.g.*, to discuss how artists should handle their finances when they “make it,” experiences panelists have learned from doing business in the music space, what the “aha” moment was, how the panelists legitimized + solidified themselves in the music industry and how they were able to scale the growth, etc.) (the “**Panel**”). All aspects of the Panel must be pre-approved by RL, including, without limitation, the date, time, host, participants, topics and subject matter. RL shall cause one of its employees (subject to each of their respective availabilities) to participate in the Panel. Neither Sponsor nor any third-party or person

designated by Sponsor shall have the right to do any of the following without obtaining RL's and Participant's prior written consent, in each instance: (i) the right to photograph or record the Participant's participation in connection with the Panel and Experience, including the Participant's likeness, voice and verbal statements, on film, videotape and audiotape (collectively, the "**Recording**"); (ii) the right to exploit, distribute, perform, reproduce, edit, create derivative works from, and/or otherwise use the Recording anywhere around the world, in whole or in part, alone or accompanied by other material, and in any and all media, now known or hereafter created; (iii) the right to use Participant's name, likeness, voice, and biographical information and any other information about Participant in connection with the advertising, promotion and public relation efforts in any manner, including relating to the Recording, Experience or the Panel; and (iv) the right to use the RL Marks in connection with any of the foregoing, including the Panel or the Experience.

Exhibit B-1

Festival	Venue	2021 Tentative Dates
Rolling Loud Miami 2021	Hard Rock Stadium (parking lot and adjacent lots), Miami Gardens, Florida	July 23-25, 2021
Rolling Loud New York 2021	Citi Field (parking lot and adjacent lots), Queens, New York	October 28-30, 2021
Rolling Loud Los Angeles 2021	National Orange Show Center (NOS Center), San Bernardino, California	December 10-12, 2021

Festival	Venue/Market	2022 Tentative Dates
Rolling Loud Miami 2022	Hard Rock Stadium (parking lot and adjacent lots), Miami Gardens, Florida	TBD by RL
Rolling Loud New York 2022	Tri-State Area	TBD by RL
Rolling Loud Los Angeles 2022	Southern California	TBD by RL

RL shall be entitled to move a Festival's dates within the calendar year in which it was initially scheduled or to an alternative Venue at its sole discretion upon notification to Sponsor









RL_Sponsorship_Ahead v4 (2021-2022) (06.11.21) (EXECUTION)

Final Audit Report

2021-06-14

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