

Exhibit A

Non-Exclusive License Agreement

THIS AGREEMENT made by and between AMERICA OFFROAD ENDURANCE LLC ("Licensee"), and HAMMERKING PRODUCTIONS, INC., a California corporation ("HKP").

WHEREAS, HKP owns or controls the HKP Property (as hereinafter defined) and has the right to license the use of the same to Licensee on the terms and pursuant to the conditions of this Agreement; and

WHEREAS, Licensee desires to have the non-exclusive right to utilize the HKP Property in connection with the development and promotion of a certain US Ultra4 National Championship Race Series in the United States of America territory (as hereinafter defined) on the terms and pursuant to the conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, and for mutual consideration both parties acknowledge hereto agree as follows:

1. Definitions

1.1. HKP Property

"HKP Property," as used in this Agreement, shall mean HKP's "Ultra4" trademark – USPTO Serial Number 90530267.

1.2. Race Series

"Race Series," as used in this Agreement, shall mean the US Ultra4 National Championship Race Series in the United States of America territory.

1.3. Term

"Term," as used in this Agreement, shall mean a 10 year period beginning on the date hereof and ending on the 10th year anniversary date. The Term will be deemed terminated by Licensee's material breach of this Agreement or the Asset Purchase Agreement, the mutual written termination of this Agreement, the termi-

nation of the Agreement as a result of a “Triggering Event” as defined in Paragraph 4.3 the Asset Purchase Agreement dated July 20, 2022, a Court order or judgment terminating this Agreement.

1.4. Territory

"Territory," as used in this Agreement, shall mean exclusively the United State of America.

2. License

2.1. Grant of Non-exclusive License

Upon the terms and subject to the conditions of this Agreement, HKP hereby grants to Licensee a non-exclusive, non-transferable and non-sublicensable license for the Term of this Agreement to make use of, copy, reproduce, distribute, transmit, broadcast, display, exhibit, project, and otherwise to exploit the HKP Property alone, or in composite with other materials including without limitation audio, video, animation, text and graphics, by any means, methods and technologies now known or hereafter to become known, in connection with the promotion of the Race Series. During the Term, Licensee may use the HKP Property to promote the Race Series or cause the Race Series to be promoted, on such terms as it may elect in its sole discretion, anywhere in the Territory. HKP reserves the right use the HKP Property as it sees fit in the US Territory to support and promote Licensee as well as any other uses, at its sole discretion, that it deems are reasonable and necessary for its purposes.

4. Delivery and Approval

4.1. HKP Property Delivery

Subsequent to the execution of this Agreement, HKP shall provide Licensee with the HKP Property to be used by Licensee.

4.2. Race Series Approval

HKP shall have a reasonable right of approval over the use of HKP Property related to the promotion of the Race Series, or the manner of use or exploitation of the HKP Property in connection with the Race Series. Approval of Licensee's use of the HKP Property shall only be withheld where Licensee's use involves lan-

guage or material which is obscene, libelous, slanderous or defamatory. If HKP objects to Licensee's use, the parties will meet in a good faith attempt to resolve the issue. If the Parties cannot agree on a resolution, then the Parties agree to submit the dispute to mediation and arbitration administered by the American Arbitration Association following the American Arbitration Association Commercial Arbitration Rules.

5. Ownership

During the Term of this Agreement as defined in Section 1.3 *supra*, the Licensee shall not acquire any proprietary rights whatsoever in any aspect of the HKP Property nor any claim to or right to the mark "Ultra4" or any derivative of the mark "Ultra4" which Licensee acknowledges is owned and used by HKP in commerce worldwide. Derivation of the mark "Ultra4" shall not include "Ultra4USA" which licensee owns outright pursuant to the Asset Purchase Agreement referenced in paragraph 1.3 above. On the 10th anniversary of this Agreement, absent Termination as set forth in Paragraph 9, *infra*, Licensee shall acquire a 50% ownership interest in the "HKP Property" on the terms set forth. In the event Licensee acquires a 50% ownership interest in the "HKP Property", that ownership interest is limited to the HKP Property as defined and does not provide any rights or ownership interest in any other HKP assets including, but not limited to, rights associated with the mark "Ultra4" in any other territory worldwide and to any categories or uses of HKP Property in the US Territory other than those specifically listed for the HKP Property at the date of signing this Agreement. Also, Licensee agrees that in the event it acquires an ownership interest in the HKP Property, its ownership rights vest as of that date and it does not acquire any rights to any control over or revenue generated by HKP related to the HKP Property before the date of the transfer of a 50% interest in the HKP Property to Licensee.

6. Representations and Warranties

6.1. HKP's Representations and Warranties

HKP represents and warrants to Licensee that (i) it has full right, title and interest in the HKP Property; (ii) it has full right and power to enter into this Agreement and to perform fully all of his obligations hereunder; (iii) the HKP Property is free and clear of any claims, liens or rights of third parties; (iv) that there are no other agreements, written or oral, with any third party in conflict herewith; (v) there are no claims, litigation or other proceedings pending or threatened which would adversely affect any HKP Property, or the rights of Licensee

hereunder; and (vi) with respect to any and all material provided by HKP for use in connection with the Race Series, whether in written or oral form, HKP shall have obtained all rights necessary thereto and the same shall not contain any language or material which is obscene, libelous, slanderous or defamatory and will not infringe upon or give rise to any adverse claim with respect to any common law or other rights whatsoever (including without limitation any copyright, trademark, service mark, literary right, right of privacy or publicity or contract right) of any person, firm or corporation, or violate any other applicable law.

6.2. Licensee's Representations and Warranties

Licensee represents and warrants that it has the full right and power to enter into this Agreement and to perform fully all of its obligations hereunder, and further that with respect to any and all material and property provided by Licensee for use in connection with any Race Series, whether in oral or written form, Licensee shall have obtained all rights necessary thereto and the same and will not violate, infringe upon or give rise to any adverse claim with respect to any copyright, trademark, or service mark of any person, firm or corporation, or violate any applicable law. Licensee also represents and warrants that it will not violate, infringe upon or impact HKP's exclusive right to ownership and use of the mark "Ultra4" in any other geographic areas of the world outside the US Territory or acquire any categories of usage for the HKP Property through usage or registration with the USPTO within the US Territory outside the categories the HKP Property is registered at the date of execution of this Agreement.

7. Indemnification and Infringement

7.1. Indemnification

Each party will indemnify and hold the other harmless from and against any claims, demands, actions and/or proceedings which may be threatened and/or instituted by any person and/or entity against Licensee or HKP which are in any way related to or in connection with the representations and warranties set forth in this Agreement.

8. Termination

8.1. Grounds for Termination

(a) Either party shall have the right to terminate this Agreement upon written notice to the other party upon a material breach by the other party of any provision of this Agreement or the Asset Purchase Agreement dated July 20, 2022, which material breach remains uncured thirty (30) days after written notice thereof has been provided to the breaching party, or in accordance with Section 12.3 hereof.

(b) Licensee may terminate this Agreement (i) upon HKP's dissolution; and, (ii) if Licensee elects not to produce the Race Series.

(c) HKP may terminate this Agreement (i) upon a "Triggering Event" as defined in Paragraph 4.3 the Asset Purchase Agreement dated July 20, 2022; and, (ii) a Court order or judgment terminating this Agreement.

8.2. Rights Upon Termination

Upon the termination of this Agreement all rights granted to Licensee hereunder to use the HKP Property or acquire an ownership interest in the HKP Property shall terminate and revert to HKP.

9. Confidentiality

Any and all information of either Party to this Agreement provided pursuant to this Agreement relating to financial or sales data or development plans, techniques and activities of either Party shall be deemed proprietary and confidential information of the respective Party (hereinafter "Confidential Information"). The Parties agree to hold all such Confidential Information in strict confidence and secure and protect it in a manner consistent with the maintenance of their respective ownership and proprietary rights therein and to take appropriate action by instruction or agreement with his agents and representatives who are permitted access to said Confidential Information to satisfy the obligations hereunder. The Parties shall use their best efforts to assist each other in identifying and preventing any unauthorized use, copying or disclosure of the Confidential Information or any portions thereof. Without limitation of the foregoing, the Parties shall advise the other Party immediately in the event they learn or has reason to believe that any person to whom the other has given access to the Confidential Information, or any portion thereof, has violated or intends to violate the terms of this Agreement. Notwithstanding the obligations set forth in this Section, the confidentiality obligations shall not extend to information that: (i) is, as of the time of its disclosure, or thereafter becomes, part of the public domain through a source other than the Parties;

(ii) is subsequently learned from a third party not under a confidentiality obligation; or (iii) is required to be disclosed pursuant to court order or government authority, whereupon the Party shall provide notice to other prior to such disclosure.

10. Miscellaneous

10.1. Entire Agreement

This Agreement sets forth the entire agreement between the parties in connection with the subject matter hereof and it incorporates, replaces, and supersedes all prior agreements, promises, proposals, representations, understandings and negotiations, written or not, between the parties in connection therewith. The making, execution, and delivery of this Agreement have been induced by no representations, statements, warranties or agreements other than those expressed herein.

10.2. Assignment

This Agreement will be binding on the parties' respective successors and permitted assigns. Except as otherwise expressly provided herein neither party shall be permitted to delegate its duties or assign its rights hereunder, without the express written consent of the other, which consent shall not be unreasonably withheld.

10.3. Force Majeure

Neither party will be liable for any delay or failure to perform under this Agreement if and to the extent such failure is reasonably beyond the control and without the fault or negligence of the party claiming excusable delay. The party claiming excusable delay must promptly notify the other party of such delay. If the delay continues for more than thirty (30) days and involves a material obligation, the party not claiming excusable delay may terminate this Agreement by giving fourteen (14) calendar days notice to the other party; provided that the Agreement will not terminate if the party claiming excusable delay substantially performs the obligation which has been delayed within fourteen (14) days after receipt of notice of such termination.

10.4. Notice

All notices will be in writing and will, unless otherwise provided, be deliv-

ered personally or by overnight courier service, proper postage prepaid, to the addresses specified above. Either party may change the person or the address to which notices are directed by giving written notice to the other party in the manner prescribed herein. Personally delivered notices will be deemed given when delivered. Notices sent by overnight courier service will be deemed given on the next business day after dispatch. Notwithstanding the foregoing, any notice of change of address will be deemed given only upon receipt by the party to whom it is directed.

10.5. Choice of Law

This Agreement has been entered into in the State of California and will be governed by those laws of the State of California which are applicable to contracts entered into and performed entirely within the State of California without regard to conflict of laws principles. Any disputes which arise under this Agreement, including after termination of this Agreement, will be heard only in the state or federal courts located in Los Angeles, California. Licensee expressly agrees to submit itself to the jurisdiction of the foregoing courts in Los Angeles, California.

10.6. Modification

No modification, amendment, supplement to or waiver of any provision of this Agreement shall be binding upon the parties hereto unless made in writing and duly signed by both parties.

10.7. Waiver

A failure of either party to exercise any right provided for herein shall not be deemed to be a waiver of any right hereunder.

10.8. Severability

Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any unenforceable provision will be replaced by a mutually acceptable provision which comes closest to the intention of the parties at the time the original provision was agreed upon.

10.9. Headings

The headings in this Agreement are for purposes of reference only.

10.10. Claims and Actions Thereon

In the event of the bringing of any action, insolvency proceedings or bankruptcy suit by a party hereto against the other party hereunder, or by reason of any breach of any representation, warranty or condition on the part of the other party, arising out of or relating to this Agreement, then the party in whose favor the final judgment or award shall be entered shall be entitled to have and recover from the other party the costs and expenses incurred in connection therewith, including, without limitation, reasonable attorneys' fees and expenses at all trial and appellate levels.

10.11. Survival

The provisions of this Agreement relating to ownership of HKP Property, approval, noncompetition, indemnification and infringement, confidentiality, jurisdiction and venue shall survive the expiration or termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives as of the date hereof.

Dated: _____

AMERICA OFFROAD ENDURANCE LLC

By:  _____

Dated: 7/22/22

HAMMERKING PRODUCTIONS, INC.

By:  _____
Ryan Thomas