

# LICENSE AGREEMENT

This License Agreement (the “Agreement”) is entered into on \_\_\_\_\_ by and between **TooziT LLC** (the “Licensor”), with its principal office at 1309 Coffeen Avenue Sheridan, Wyoming 82801, and \_\_\_\_\_ (the “Licensee”), with its principal office at \_\_\_\_\_.

## RECITALS

**WHEREAS**, the Licensor is the owner of the reality television series “**Hell’s Poker: Survivor Challenge**” (the “Series”);

**WHEREAS**, the Licensor desires to license the marketing and distribution rights of a specific 12-week run of the Series to the Licensee;

**WHEREAS**, the Licensee desires to promote, market, and distribute the Series in accordance with the terms of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

### 1. Grant of License

The Licensor grants the Licensee the non-exclusive, non-transferable right to market and distribute a specific 12-week run of the U.S. version of the Series titled “**Hell’s Poker: Survivor Challenge**” within the Region/Country (the “Territory”), subject to the terms and conditions outlined in this Agreement.

### 2. Licensing Tiers and Deposit Amounts

The Licensee may select a licensing tier based on the Territory's market size and potential:

<b>Tier</b>	<b>Regions/Countries (“Territory”)</b>	<b>License Cost</b>	<b>Deposit Amount</b>	<b>Marketing Advance</b>
<b>Tier 1</b>	High-Potential (UK, Germany, China Latin America)	\$200,000	<b>\$5,000 - \$10,000</b>	\$400,000
<b>Tier 2</b>	Mid-Sized (Spain, Thailand, Argentina)	\$100,000	<b>\$2,500 - \$5,000</b>	\$250,000
<b>Tier 3</b>	Smaller (Hungary, Vietnam, Kenya)	\$50,000	<b>\$1,000 - \$2,500</b>	\$100,000

### 2.1 Deposit Payment

The Licensee shall pay a deposit corresponding to their selected tier upon signing this Agreement.

### 2.2 Upgrade Option

The Licensee may choose to upgrade their tier at any time before the final signing of the Agreement to access larger marketing advances and expanded promotional opportunities.

### 2.3 Refundability

The deposit is 100% refundable if the Agreement is not finalized **and the marketing advance is not paid in full to the Licensee** within **30 days** of the date of this Agreement.

## 3. Marketing Plan and Advance

### 3.1 Marketing Plan

The Licensor will provide the Licensee with a detailed marketing plan tailored to the Territory, including recommended strategies for:

- Social media campaigns.
- Print and digital advertising.
- Event sponsorships.

### 3.2 Marketing Advance

Upon final signing of this Agreement, the Licensor will transfer the marketing advance amount

corresponding to the Licensee's tier. This funding must be used exclusively for marketing, advertising, and promotion of the Series in the Territory.

## **4. Profit Sharing and License Fee Payment**

### **4.1 Revenue Sharing**

Revenue generated from marketing and distributing the Series in the Territory shall be split as follows:

- **60%** to the Licensor.
- **30% of net profits** to the Licensee.

### **4.2 License Fee Deductions**

The remaining license fee, after deducting the deposit, will be paid from the Licensee's 30% share of net profits until fully paid. Once the license fee is paid in full, the Licensee retains their full share of net profits.

### **4.3 Residual Revenue**

The Licensee shall continue to earn 30% of net profits from all revenue streams associated with the specific 12-week run of the Series in their Territory, including:

- Reruns.
- Streaming.
- Residuals from licensing agreements.

### **4.4 Future Runs**

This Agreement applies only to the specific 12-week run of the Series titled "**Hell's Poker: Survivor Challenge**". Any future 12-week runs featuring different casts or formats will require a separate licensing agreement.

## **5. Deliverables**

The Licensor will provide the Licensee with:

- Completed promotional materials, including videos, social media templates, and print materials.
- The tailored marketing plan described in Section 3.
- Ongoing guidance and support for marketing campaigns.

## **6. Term and Termination**

### **6.1 Term**

This Agreement shall commence on the date of signing and continue for the duration of the 12-week run of the Series titled “**Hell’s Poker: Survivor Challenge**”, plus an additional period during which residuals are earned, unless terminated earlier in accordance with this Agreement.

### **6.2 Termination for Cause**

The Licensor may terminate this Agreement if the Licensee:

- Fails to execute the marketing plan provided.
- Misuses the marketing advance for unapproved activities.
- Breaches any material term of this Agreement.

## **7. Miscellaneous**

### **7.1 Confidentiality**

The parties agree to maintain the confidentiality of all proprietary information disclosed under this Agreement.

### **7.2 Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

### **7.3 Entire Agreement**

This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements, whether written or oral.

**7.4 Amendments**

This Agreement may only be amended in writing, signed by both parties.

**7.5 Arbitration Clause**

The parties agree that any disputes, claims, or controversies arising out of or relating to this Agreement, including its interpretation, performance, or breach, shall not be resolved through arbitration. Instead, such disputes shall be exclusively resolved through litigation in the courts of competent jurisdiction in [State/Region], in accordance with Section 7.2 of this Agreement. Both parties waive any right to arbitration and agree to retain their full legal rights to seek remedies through the court system.

**8. Region / County (“Territory”) – License Fee – Deposit Payment**

8.1 Region / County (“Territory”) \_\_\_\_\_.

8.2 License Fee Amount : \$\_\_\_\_\_

8.3 Deposit Amount is \$\_\_\_\_\_

8.4 The deposit amount is to be paid at the time of signing of this agreement, payment made be made by bank wire or in cryptocurrency (BTC, ETH USD). Instruction will be provided to the Lessee to make the deposit payment.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first written above.

Dated this \_\_\_\_\_ day of January, 2025

**TooziT LLC (Licensor)**

By: \_\_\_\_\_ /s/

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Licensee**

Company Name: \_\_\_\_\_ (if applicable)

By: \_\_\_\_\_ /s/

Name: \_\_\_\_\_

Title: \_\_\_\_\_