

Jr. NBA League Operator Agreement

This Jr. NBA League Operator Agreement (this "Agreement") is entered into as of December 6, 2022 (the "Effective Date") and is by and between RCX Sports, LLC ("RCX") and the City of Las Vegas ("League").

WHEREAS, under a license from NBA Properties, Inc. ("NBAP"), RCX has the right to operate and manage the youth recreational basketball program known as Jr. NBA Leagues (the "Program"); and

WHEREAS, League desires to obtain certain rights with respect to the Program, on the terms and subject to the conditions set forth herein.

1. Payment

(a) In consideration for the license granted to League in accordance with Section 2 below, League hereby agrees to (i) timely pay the charges set forth in any payment form or invoice (whether in hard copy, electronic or other format) (the "Payment Form") for the purchase of merchandise and equipment, including uniforms, balls, and other items related to League's participation in the Program, (ii) comply with the other terms and conditions set forth in the Payment Form, and (iii) comply with all of the terms and conditions that are set forth in this Agreement. The Payment Form is expressly incorporated herein by reference. RCX's acceptance of payment for equipment, merchandise or other benefits or privileges related to League's participation in the Program (collectively, "Program Privileges") from any person or entity other than the League does not grant any rights to equipment, merchandise, or other Program Privileges, any account access or any future account or credit rights, nor constitute an assignment or transfer thereof, to any such person or entity.

2. License of Program Marks.

(a) Grant of License. During the Term and subject to the terms of this Agreement, RCX hereby grants to League, and League hereby accepts, the limited, non-exclusive, non-transferable, non-sublicensable, non-franchiseable, license and right to use the Program Marks solely for the Permitted Uses, in the Territory, and in compliance with the Style Guide. Any other use of Program Marks by League shall be subject to the prior written approval of RCX and NBAP in each instance. The parties acknowledge and agree that the rights granted hereunder (including the use of any Program Marks) shall be limited to the Territory with the sole exception of the use of the Internet, which is inherently worldwide, to promote the Program in the Territory.

"Program Marks" means the words "Jr. NBA League" or "Jr. NBA Leagues" including any relevant Program logos. For the avoidance of doubt, although the National Basketball Association (the "NBA") and the Women's National Basketball Association (the "WNBA") logos may be incorporated into the Program logo, the NBA and WNBA logos in isolation shall not be deemed a Program Mark and League shall have no right to use either logo in isolation, or manipulate, alter or display in partial form.

"Permitted Uses" means only the following uses: (i) on League's website, and (ii) on League marketing and promotional materials, including flyers and emails, in which no other third-party items are present other than an official Program sponsor as deemed by NBAP and RCX. For the avoidance of doubt, no sponsor logos, other than RCX's logo, are permitted on the same marketing piece that contains Program Marks without prior written approval from NBAP and RCX.

"Style Guide" means the style guide provided by NBAP or RCX from time to time that sets forth certain styles, formats, characterization and artwork depicting the Program Marks, all of which are incorporated by reference herein.

"Territory" means the geographical area set forth on Exhibit A.

(b) League's Use of the Program Marks. League represents, warrants and agrees that its use of the Program Marks shall not be derogatory to, critical of, or otherwise reflect unfavorably on any Releasee (as defined

below) or the Program. League shall: (a) observe such requirements with respect to notice, use and other reasonable requirements as NBAP, RCX, or any of the NBA Releasees (as defined below) may require from time to time, including the requirements set forth in the Style Guide; (b) not misuse any Program Marks, bring them into disrepute or otherwise use any Program Marks in any manner that is inconsistent with the specific terms of this Agreement; (c) not use the Program Marks to perform any activity or to incur any obligation or indebtedness in such a manner as may subject any Releasee to liability; and (d) not register or apply to register any domain or social media accounts containing the Program Marks or any mark confusingly similar thereto without the written permission of NBAP and RCX. NBAP and RCX shall have the right, but not the obligation, to approve any use of the Program Marks before the League uses such Program Marks. NBAP and RCX shall have the right, in their sole and absolute discretion, to withdraw their approval with respect to any use of the Program Marks if such use (i) ceases to be acceptable to RCX or NBAP, (ii) upon the happening of an event which might compromise or reflect unfavorably upon the good name, goodwill, reputation or image of any Releasee, or which might jeopardize or limit any Releasee's proprietary or other right, title or interest in or to any Program Mark or (iii) if required by NBAP or the NBA. If at any time NBAP or RCX withdraws their approval of a use as provided in the immediately preceding sentence, League shall immediately cease all such uses of the Program Marks and such use shall no longer be considered a Permitted Use hereunder. League shall be responsible for all costs incurred in connection with (x) any use by League of the Program Marks and (y) ceasing any such use.

(c) NBAP/RCX Ownership. League acknowledges and agrees that NBAP and RCX exclusively owns or is the exclusive licensee (as applicable) of the Program Marks and all copyrights, trademarks and service marks and other intellectual property rights in and to them. League further acknowledges and agrees that NBAP or RCX (as applicable) shall own worldwide in perpetuity all tangible and intangible rights (including all intellectual property rights) in and to the following materials (collectively, "Proprietary Materials"): (i) all artwork, art, images or photographs (A) produced or created under this Agreement or in connection with League's affiliation with the Program, or otherwise controlled by any Releasee, and (B) bearing any Program Marks or incorporating graphic depictions of the Program Marks, as well as duplicates and copies thereof ("Artwork"); (ii) all promotional materials depicting any Program Marks; (iii) all secondary marks or basketball-related promotional concepts developed for use and used in connection with any Program Marks ("Secondary Marks"); (iv) all derivative work (as defined in the U.S. Copyright Act, 17 U.S.C. §105) of the Program Marks, Secondary Marks, promotional materials depicting any Program Marks or Artwork; (v) all materials that are created through combining other material described in clauses (i) through (iv) and (vi) of this Section 2(c); and (vi) any new content created by League that: (A) makes any use of the Program Marks or other branding owned or controlled by any Releasee, or (B) is confusingly similar to, or otherwise infringes upon, the Program Marks or any other name, brand or mark owned or controlled by any Releasee. League's use of the Program Marks pursuant to the license granted herein is for the benefit of NBAP and RCX and will inure to NBAP and RCX, and League shall not acquire any rights in any of them by such use. For the avoidance of doubt, (1) RCX or NBAP (as applicable) shall continue to own worldwide in perpetuity all tangible and intangible rights (including all intellectual property rights) to the Program Marks and Proprietary Materials following termination or expiration of this Agreement; and (2) League shall have no rights to use the Program Marks and Proprietary Materials following termination or expiration of this Agreement.

(d) No Alterations or Modifications of Program Marks. League shall not create or use new versions, adaptations or variations of any Program Marks either by alteration or by combining the Program Marks with other marks, words, or designs.

(e) No Challenges. League agrees that the Program Marks are valid and fully subsisting, and that League shall not (i) directly, or indirectly, infringe the Program Marks or Proprietary Materials, (ii) contest or aid in contesting the validity or ownership and rights of the NBA Releasees or the RCX Releasees to the Program Marks or Proprietary Materials or take any other action in derogation of the NBA Releasees' and the RCX Releasees' rights in and to the Program Marks or Proprietary Materials, (iii) attack the validity of this Agreement or the license granted herein or (iv) apply for or seek to obtain trademark, copyright, or any other proprietary right or other protection or restriction in and to the Program Marks.

(f) Domains and Social Media Accounts. League may not register or apply to register any domain or social media account containing or including the Program Marks or any mark confusingly similar thereto without the prior written permission of NBAP and RCX. Should NBAP and RCX consent to the registration of any domain including the Program Marks, such domain shall be registered in the name of RCX. League and RCX shall cause a

senior executive officer of League to remain the technical contact with respect to the domain name registrar for the domain. Upon registration of any domain or social media account or upon the prior written request of NBAP and RCX, League shall provide to NBAP and RCX the password and contact information with respect to the domain and social media accounts. League shall immediately notify NBAP and RCX in writing upon any change to the password or contact information for any domain or social media account permitted to be registered under this Section. All such domains and social media accounts permitted to be registered under this Section shall be considered part of the Program Marks and shall be subject to all other terms of this Agreement applicable to such Program Marks, including without limitation, NBAP's exclusive ownership thereof. Without limiting RCX's other rights or remedies, RCX may disable League's access to any domain or social media account permitted to be registered under this Section for any or no reason and without notice to League.

(g) Unauthorized Use of the Program Marks. League agrees to promptly notify RCX of any unauthorized use of the Program Marks of which League has knowledge. RCX or NBAP shall have sole discretion to bring proceedings alleging infringement of the Program Marks or unfair competition relating thereto. League agrees to provide RCX or NBAP reasonable cooperation and assistance with respect to any such infringement proceedings.

(h) Public Announcements. League agrees that it will not make any public statement or post about the relationship of the parties or the overall Jr. NBA Program without the prior written consent of RCX or NBAP.

(i) No Use of Other Program Marks. League understands that League shall have no right to use any of the NBA Marks (as defined below) or any of the RCX Marks (as defined below), other than the Program Marks as expressly permitted herein, for any purpose whatsoever without the prior written approval of the Releasees in each instance (such approval to be granted or withheld in the Releasees' sole discretion after a formal logo request process has been initiated by League). For the purposes of this Agreement, "NBA Marks" means the names, symbols, emblems, designs, and colors of the NBA and its member teams, including the terms "National Basketball Association", "NBA", "Jr. NBA", any NBA logo, as well as the full team names, nicknames, jersey designs, slogans, logos of the NBA's member teams, and any other indicia adopted for commercial purposes by the NBA or any of its member clubs. For the purposes of this Agreement, "RCX Marks" means the names, logos, symbols, emblems and designs of RCX and its affiliates and any indicia adopted for commercial purposes by RCX or any of its affiliates. League acknowledges and agrees that all right, title, and interest in and to the NBA Marks and RCX Marks belong to NBA and RCX, respectively. League agrees that the NBA Marks and RCX Marks possess a special, unique and extraordinary character that makes difficult the assessment of the monetary damages that would be sustained by their unauthorized use. Notwithstanding anything to the contrary herein, League recognizes that irreparable injury would be caused by the unauthorized use of any of the NBA Marks or RCX Marks, and agrees that injunctive and other equitable relief from a court of competent jurisdiction would be appropriate in the event of such unauthorized use, and that such remedy would not be exclusive of other legal remedies. League recognizes that the great value and goodwill associated with NBA Marks and RCX Marks belongs to the NBA and RCX respectively and that such marks have secondary meaning.

(j) Territory.

(i). In consideration for the rights granted in the Territory, League shall use its best efforts to actively promote the Program in the Territory. League shall host all practices and all "home" games and official League events in the Territory and shall not be permitted to host League practices, "home" games or other official League events outside the Territory.

(ii). League does not acquire any rights to the Program or Program Marks in any location or territory, other than the Territory, subject to the limitations set forth in this Agreement. League expressly acknowledges and agrees that this license for the Program Marks is nonexclusive, and that NBAP and RCX have (as applicable) and retain the right to own, acquire, establish and operate, and license others to establish and operate, Program leagues substantially similar to the League, whether under the Program Marks or other trademarks, anywhere inside and outside the Territory.

3. **Works and Rights.**

(a) **Works.** League acknowledges and agrees that, as between the parties, NBAP and RCX exclusively and in perpetuity own and control any and all rights to video tape, broadcast, telecast, display, publish, reproduce, film, exhibit, distribute, photograph, exploit, record, print or otherwise make use of, and any and all rights to authorize others to do so, whether on behalf of NBAP and RCX or for their own accounts, any film, audio, depiction, audio visual, video, material, recording, document, image, record, statistic, data (of any kind, including biometric data), photo, sound, or any other type of information or experience or content that is capable of being captured or recorded by any means arising from, related to or during any Program activity or event, any service performed by League pursuant to the terms herein or otherwise related to the Program NBAP or RCX, or any of their activities or business (collectively, the "Works") in any manner whatsoever, alone or in composite or conjunction with other materials, in any and all media, whether now known or hereafter devised (collectively, "Media"), in or by any manner, method or device (whether now known or hereafter devised), and all other rights, privileges, benefits, matters and things incident to or arising out of all or any of the foregoing, including for any and all commercial and non-commercial purposes, including for purposes of advertising and promoting NBAP, RCX, or the Program.

(b) **Name, Image, Likeness, Etc.** League hereby grants, for itself on behalf of its players, coaches, parents and other participants (collectively, "Participants"), to NBAP and RCX and the other Releasees (as defined below) the exclusive, perpetual, royalty-free, irrevocable, fully-paid up, worldwide right and license to use, exhibit, edit, disseminate, display, reproduce, print, publish, publicly perform and make any other uses of League's or its Participants' image, name, sobriquet, marks, logos, voice, movements, gestures, actions, persona, signature, likeness, uniform, biomaterial, biographical material and other indicia and attributes of League and its Participants, in any manner whatsoever, alone or in composite and/or conjunction with any other materials, on, via or through any and all Media, in connection with, related to or for any purpose of: (i) any of the rights to the Works described above; (ii) any advertising, promotion, publicity, operation or exploitation of Releasees (as defined below), Releasees or the Program and (iii) on <https://www.jrnbalagues.com/> (the "Website") in connection with any postings of team rosters, stories or otherwise.

(c) **Rights.** The rights described in the foregoing Sections 3(a) and 3(b) are collectively referred to herein as the "Rights". League acknowledges and agrees that (i) the Rights granted to NBAP and RCX shall expressly survive any termination or expiration of this Agreement and (ii) that NBAP and RCX have the exclusive and unrestricted right in perpetuity, exercisable in their sole and absolute discretion, to: (x) sell, assign, exploit, lease, license, sublease, use or otherwise dispose of any and all of the Rights and the results of the exercise thereof, and to authorize, license and grant the right to exercise any of the Rights and to retain the proceeds therefrom, (y) do all things necessary for the full and complete use, exploitation and exercise of the Rights, including the right to promote and exploit all Rights granted hereunder, and the right to negotiate, enter into and perform any and all agreements relating to the Rights, and (z) receive and retain all subscription revenues, advertising revenues, merchandise and e-commerce revenues, sponsorship revenues, and all other revenues of all kinds whatsoever (regardless of source) related to RCX, the Rights, the Program, or any services performed by League or its Participants pursuant to the terms herein (and, for clarity, League shall have no such right).

4. **League Operational Obligations.**

(a) **Player Registration Agreement.** League agrees that (i) each of its player participants (and each such participant's parent or legal guardian, as applicable) shall execute and deliver to RCX a player registration agreement in the form provided by RCX ("Player Registration Agreement"), and League shall not allow any person that has not executed and delivered a Player Registration Agreement to participate in any Program or League activities or events and (ii) League shall obtain (through a written waiver, including in digital form) from each of its Participants (and each Participants' parents, as applicable) any right not covered by the Player Registration Agreement as necessary for either party to perform its obligations or exercise the rights granted to it hereunder.

(b) **Background Checks.** League shall engage a company designated for the Program to conduct background checks on all coaches and other on-court representatives of League and League shall not permit any such person to engage in any Program events or activities until RCX receives the results of such background check and confirms there are no issues. League shall obtain any necessary authorization to conduct such background checks. To help League fulfill this obligation, NBAP and RCX shall offer each participating League an annual allocation of

background checks at no cost, as well as the opportunity to purchase additional required background checks at discounted rates from a company designated for the Program. League agrees that NBAP and RCX shall also have the right (but not the obligation) to perform additional background checks on League and its Participants.

(c) Compliance with Law; Safe Sport. League agrees that, at all times, League and its affiliates shall be (and shall conduct its business) in full compliance with all applicable federal, state and local laws, regulations, and ordinances, including the Protecting Young Victims from Sexual Abuse and Safe Sport Authorization Act of 2017 and the Children's Online Privacy Protection Act of 1998. League agrees that it shall at all times (i) foster a culture of respect and a positive and safe environment for all of its participants and athletes, (ii) provide its teams, coaches and any other personnel with best-in-class support, training and resources to promote respect, prevent abuse and encourage safe play and (iii) protect its participants and athletes from abuse, violence or any other misconduct with respect to all of League's operations and services (which shall include background checks on all coaches or other on-field representatives in accordance with Section 4(b)). League agrees that it shall dedicate best-in-class resources and monitoring to ensure compliance with this Section 4(c).

(d) Scope of League Offerings. In the event that League offers only one Program for a certain age group, such Program must be co-educational in nature (i.e., girls and boys are permitted to play together on the same team). It should be noted that the Program will operate with a focus on ensuring gender, race and socioeconomic diversity among players, coaches and staff.

(e) Ownership. League has disclosed in writing to RCX all direct and indirect beneficial owners of the League who own more than ten (10) percent of the equity, voting, ownership, or other economic interest in the League (each a "Major Owner"). For purposes of this Agreement, a "Change of Control" means (in each case, whether directly or indirectly and whether in a single transaction, a series of related transactions or as part of an overall plan) (i) the direct or indirect transfer, conveyance, or acquisition by any person of 10% or more of the League's direct or indirect beneficial ownership of, or voting control (whether by contract, arrangement, relationship, or otherwise) or 10% or more of the capital stock or other equity interests of the League; (ii) the sale, exchange, or transfer of all or substantially all of the League's basketball related assets; or (iii) the closing of a merger, consolidation, liquidation or reorganizational of the League into or with another company or other legal person.

(f) Compliance Certificate. League shall provide RCX in writing with an executed copy of the annual certificate in the form provided by RCX and attached hereto as Schedule 1, as amended from time to time, (y) certifying that League and its affiliates are in compliance with this Agreement and setting forth a list of all Major Owners and their relative ownership interest, each year during the Term.

(g) League Highlights/Clips. League shall be required to provide video clips/highlights of League games and other activities in a form mutually agreed upon by the parties to RCX upon the reasonable request of RCX, or upon a mutually agreed periodic schedule.

(h) Program Merchandise and Equipment. League hereby acknowledges and agrees that RCX shall have the exclusive right to supply League's (including the teams in the League) on-court, game-day uniforms. League shall require that every League player wear exclusively such Program official uniforms whenever on-court and participating in games. RCX may offer for sale other items of Program equipment and merchandise including balls, shorts, apparel, and other items. To protect the goodwill of the Program, League shall be prohibited from purchasing Program equipment from other leagues in the Program and re-selling any Program equipment or merchandise purchased from RCX (including to other leagues in the Program), without RCX's prior written consent.

(i) Championships. During the Term, at NBAPs discretion, the Program may host a JR. NBA League Championship and RCX may ask Leagues to designate and send a League champion to such event.

(j) Intentionally Omitted.

(k) Sponsorship Restrictions. League acknowledges and understands that the NBA Releasees have exclusive sponsorship rights with respect to the Program and such rights preclude League from selling or offering to

sell sponsorships for the League or any League activities or events, including with respect to all signage, displays, on-court gear, jerseys (recreational or competitive), apparel, equipment and any other advertising inventory.

(l) Program Rules. This Agreement and all rights granted hereunder are subject and subordinate to and limited by all applicable Program Rules (as defined below). In the event of any conflict or inconsistency between the terms and conditions of this Agreement and the provisions of any Program Rule, such Program Rule shall govern. League shall comply with all applicable Program Rules and shall not enter into any agreements in conflict with such applicable Program Rules. "Program Rules" shall mean collectively, (i) any Program guides or code of conduct provided to League or otherwise made available at <https://www.jrnbaleagues.com/>, (ii) each of the rules, regulations, memoranda, resolutions, policies, procedures, guidelines, interpretations and directives of NBAP or RCX related to the Program, and (iii) any other agreements and arrangements to which NBAP and RCX is (or after the date hereof may become) subject or by which NBAP RCX or their assets are (or after the date hereof may become) bound, in each case, as they may be adopted, amended or modified from time to time.

(m) Standards. As the operator of the Program, NBAP and RCX shall have the right to establish "Standards" for various aspects of the Program, that include the quality and professionalism of League staff and coaches, the efficiency and performance of League systems and processes, League performance in terms of player participation, operational and financial efficiency, parent and participant feedback, compliance with the terms of this Agreement, including limiting League activities to the Territory and collection and retention of Player Registration Agreements, compliance with Program Rules, and general standing and reputation in the League's local community.

5. Insurance.

(a) League shall at all times carry, from insurance companies licensed to do business in the states in which the League operates, at no cost to NBAP, and cause its subcontractors and the member Jr. NBA Leagues to maintain at all times, throughout the performance of services, the following types of insurance with limits of coverage not less than those set forth below (all amounts in U.S. dollars):

(i). Workers' Compensation Insurance in compliance with the laws of the state or province where the services are to be provided, covering employees, volunteers, temporary workers and leased workers

(ii). Employers' Liability Insurance covering employees, volunteers, temporary workers and leased workers, with minimum limits of: (A) \$1,000,000 Each Accident; (B) \$1,000,000 Disease - Each Employee; and (C) \$1,000,000 Disease - Policy Limit.

(iii). Insurance Services Office (or equivalent) occurrence based Commercial General Liability Insurance Policy, providing coverage for bodily injury and property damage and personal and advertising injury, including contractual liability and products/completed operations liability coverage with minimum limits of: (A) \$1,000,000 Per Occurrence; (B) \$2,000,000 General Aggregate. Coverage may not have any exclusions for molestation-related exposure.

(iv). Automobile Liability Insurance, covering owned, non-owned, leased or hired autos, with a minimum combined single limit of \$1,000,000 Each Accident.

(v). The League is self-insured. This self-insured liability program is established through a funded reserve system appropriately known as the "Self-Insurance Liability Trust Fund" and is supported by an annual budgetary allocation. League shall provide RCX and NBAP insurance at least equal to the insurance to which the RCX and NBAP would be entitled as an additional insured had City purchased General Liability and Automobile Liability Insurance.

(vi). The insurance requirements set forth herein will in no way modify, reduce, or limit League's indemnification obligations under this Agreement or otherwise. Acknowledgement of the League's self-insurance status which is more restrictive than the contracted insurance shall not be construed as a waiver or modification of the insurance requirements above or an implied agreement to modify same, nor is any verbal agreement to modify same permissible or binding.

6. **League Representations and Warranties.** League represents and warrants to RCX that (i) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation and has the full power and authority to enter into and perform its obligations under this Agreement, (ii) the execution, delivery and performance of this Agreement have been duly authorized by all necessary action on the part of League, (iii) this Agreement has been duly executed and delivered on behalf of League and is the valid and binding obligation of League enforceable against League in accordance with its terms, (iv) no litigation, claim or action is pending or, to League's knowledge, threatened that could reasonably be expected to adversely affect League's ability to fully perform its obligations hereunder, and (v) entering into and performance by League of this Agreement will not breach or violate the organizational documents of League or any provision of any indenture, mortgage, lien, lease, agreement, order, judgment, or decree to which League is a party or by which its assets or properties are bound.

7. **Term: Annual Review.**

(a) **Initial Term.** The term of this Agreement will commence as of the Effective Date, and will expire on September 30 of the following year, unless earlier terminated or extended pursuant to this Agreement (the "Initial Term"). A "Contract Year" means, for the first year of this Agreement, from the Effective Date of this Agreement through September 30 of the following calendar year. For all years thereafter, Contract Year means the period from the October 1 through September 30 of the following calendar year.

(b) **Renewal Term.** Upon expiration of the Initial Term or a Renewal Term, the parties may mutually agree to renew this Agreement for an additional term of one (1) Contract Year (each a "Renewal Term", and together with the Initial Term, the "Term"), provided that League satisfactorily passes its Annual Review (in RCX's sole and absolute discretion) pursuant to Section 7(c).

(c) **Annual Review.**

(i). On or prior to July 1 of each Contract Year, the League shall provide RCX with the annual certificate as required under Section 4(f) of this Agreement.

(ii). After August 1 of each Contract Year, RCX will conduct a review of the League to determine whether the League has maintained the Standards and otherwise sustained compliance with the terms and conditions of this Agreement and Jr. NBA League Rules over the applicable Initial Term or the Renewal Term (the "Annual Review"). RCX retains the sole discretion as to whether League has satisfied the Standards. As part of the Annual Review, RCX is permitted to revise or amend the Territory for any future Renewal Term (but not for the then- current Initial Term or Renewal Term).

8. **Termination; Effect of Termination.**

(a) Without limiting any other rights or remedies NBAP or RCX may have under this Agreement or otherwise, NBAP or RCX may terminate this Agreement by giving written notice to League at any time after any of the following shall occur (or, automatically in the case of Section 8(a)(vi)):

(i). League becomes involved in a business or industry, or undertakes any activity for which the Program Rules prohibit;

(ii). League is subject to a Change of Control, without NBAP or RCX's prior written consent (to be granted or withheld in NBAP or RCX's sole and absolute discretion);

(iii). League engages in illegal, indecent, immoral, harmful or scandalous behavior or activities that in NBAP or RCX's good faith discretion, would reasonably and objectively damage the reputation or goodwill of the Program, NBAP, RCX or any of the Releasees;

(iv). Either party's performance of its obligations hereunder would cause any party to be in violation of the Program Rules or any rule or policy of any Releasee;

(v). League breaches, in any material respect, any of its obligations under this Agreement; or

(vi). League has a receiver or similar party appointed for its property, ceases to do business, makes an assignment for the benefit of its creditors, or files a petition in bankruptcy. In the event this Agreement is terminated pursuant to this Section 8(a)(vi), in addition to the provision in Section 8(b), neither League nor its receivers, representatives, trustees, agents, administrators, successors or assigns shall have any right to sell, exploit or otherwise use the Program Marks without the prior written consent of NBAP and RCX.

(b) Termination of this Agreement by NBAP or RCX as provided herein shall be without prejudice to any other rights or remedies which they may have under this Agreement, at law, in equity, or otherwise. In the event this Agreement is terminated, (i) all rights granted to League hereunder shall immediately revert to RCX and NBAP (as applicable), (ii) League shall immediately and permanently cease all use of the Program Marks and (iii) League shall not be entitled to any refund or any other consideration, regardless of whether termination occurs prior to, during or after any League or Program season.

9. Data Sharing and Privacy.

(a) Definitions. For purposes of this Section, the following terms shall be defined as follows:

(i). “Applicable Privacy and Data Security Laws” means all data privacy, data security and data protection, advertising and marketing laws, rules, and regulations of any applicable jurisdiction (including the U.S. and each state of the U.S.).

(ii). “Data” means all personal information, as defined by Applicable Privacy Data and Security Laws, collected by League in association with the Program, including, but not limited to data, to the extent collected by or on behalf of the League from individuals (including, without limitation, Participants) in connection with such individuals’ interactions with the League and the Program. Data also includes: (i) the list of leagues and teams participating in the League and Program; (ii) all results, statistics and outcomes of the games and other events occurring in the Program; and (iii) any other information necessary for RCX or NBAP to exercise its rights or perform its obligations under this Agreement. Data shall not include (x) any credit or debit card account numbers or any other payment card data or related information; (y) any protected health information (“PHI”) as defined by the Health Insurance Portability and Accountability Act of 1996, or (z) any other sensitive personal information as defined by Applicable Privacy and Data Security Laws, including, but not limited to biometric data; race or ethnic origin; sex life or sexual orientation information; genetic data; religious or philosophical beliefs; union membership; and political preferences ((x), (y), and (z), collectively, “Sensitive Data”).

(b) Age Restrictions. For the purposes of this Section 8, the term “Participants” includes parents and guardians of individuals under the age of 16, or other individuals above the age of 16. For the avoidance of doubt, League is not permitted to disclose to RCX or NBAP data collected from individuals under the age of 16.

(c) Use & Advertising Restrictions. Each party’s collection, use, and disclosure of Data shall comply with all Applicable Privacy and Data Security Laws and their respective Governing Data Policies and Agreements (defined below) and, with respect to the use of Data for marketing or promotional purposes, each party shall, to the extent commercially reasonable, also comply with applicable self-regulatory frameworks and industry standards that are relevant thereto.

(d) Privacy Policies; Consents. League shall develop, implement and maintain agreements with Participants and privacy policies (together, “Governing Data Policies and Agreements”) consistent with Applicable Privacy and Data Security Laws and League’s obligations under this Agreement. League will use commercially reasonable efforts to structure such Governing Data Policies and Agreements and provide all necessary notices and obtain all necessary consents, consistent with Applicable Privacy and Data Security Laws to allow League to provide Data to RCX and NBAP in accordance with this Section 9 in a manner that permits RCX to use such Data for marketing purposes consistent with the terms of this Agreement. Such efforts shall include, but not be limited to, (i) including a

provision in the League privacy policy providing notice to Participants that League will disclose Data to third parties, including, but not limited to RCX and NBAP and (ii) providing conspicuous notice of such disclosure and active consent for such disclosure. Without limiting the generality of the foregoing, League shall maintain reasonable administrative, technical and physical safeguards to protect such Data from unauthorized access, use or disclosure.

(e) Process for Data Sharing. On a quarterly basis or as otherwise requested by RCX, League shall provide or direct its agents to provide RCX with all available Data (in accordance with Applicable Privacy and Data Security Laws) in a form mutually agreed upon by the parties.

(f) Data Sharing Restriction. Notwithstanding League's obligations otherwise in this Section 9(e), League shall not provide any of the following data to RCX: (i) Sensitive Data; (ii) Data known or reasonably suspected by League to have been collected online from children under the age of 16; and (iii) Data that if shared would violate any Applicable Privacy and Data Security Laws.

(g) Limitations on League Data Use. League shall solely use the Data collected as part of this Agreement for the purposes of providing the Program. League shall not: (i) "sell" or "share" Data, as defined by Applicable Privacy and Data Security Laws; (ii) retain, use, or disclose the Data for any purpose other than for the "business purposes" as defined by the Applicable Privacy and Data Security Laws, specified in this Agreement, including retaining, using, or disclosing the Data for a "commercial purpose" as defined by Applicable Privacy and Data Security Laws, other than the business purposes specified in this Agreement or as otherwise permitted by Applicable Privacy and Data Security Laws; (iii) retaining, using, or disclosing Data outside of the direct business relationship between the League and RCX or NBAP; or (iv) combining the Data League receives from, or on behalf of, another person or persons, or collects from its own interactions with Participants, unless otherwise permitted under Applicable Privacy and Data Security Laws.

(h) Third Party Vendors. To the extent League engages in third-party vendors ("Vendors") to process the Data in accordance with this Agreement, League shall enter into an agreement with such Vendors that include provisions at least as restrictive as the provisions in this Section 9.

10. Release of Liability.

(a) Subject to RCX's indemnification obligations in 10(c), League, on its own behalf, and on behalf of the other Releasors (as defined below), hereby (i) releases and forever discharges each of the Releasees (as defined below) from all Released Claims (as defined below) and (ii) agrees not to sue or bring any proceeding against any Releasee for any Released Claims, whether presently known or unknown and whether or not caused by the negligence of any of the Releasees.

(b) As used in this Agreement, (i) the term "Releasors" means each of League, its past, present and future affiliates, each of its Participants, and the past, present and future heirs, executors, administrators, trustees, beneficiaries, legal representatives, agents, attorneys, servants, insurers, employees, directors, officers, partners, principals, shareholders, members, managers, investors, predecessors, successors and assigns of any such person or entity, (ii) the term "NBA Releasees" means the NBA and its member teams, the WNBA and its member teams, NBAP, and each of their respective past, present and future affiliates and each of their respective predecessors, successors and assigns and each of their respective past, present and future, direct or indirect, owners, partners, principals, managers, members, shareholders, directors, officers, agents, trustees, employees, governors, attorneys and other representatives, (iii) the term "RCX Releasees" means RCX, and its past, present and future affiliates and each of their respective predecessors, successors and assigns and each of their respective past, present and future, direct or indirect, owners, partners, principals, managers, members, shareholders, directors, officers, agents, trustees, employees, governors, attorneys and other representatives, (iv) the term "Releasees" means the NBA Releasees and the RCX Releasees, collectively, and (v) the term "Released Claims" means any actions, causes of action, suits, debts, losses, costs, controversies, damages, judgments, claims, liens, agreements, contracts and liabilities of whatever kind or nature in law, equity or otherwise, whether now known or unknown, suspected or unsuspected, arising out of, attributable to, in connection with, or in any way relating to, this Agreement, or League's or any of its Participant's participation in the Program (including actions for property damage, personal injury or wrongful death); provided, Released Claims shall exclude RCX's indemnification obligations in Section 10(c).

(c) League expressly acknowledges, for itself and on behalf of each of the other Releasors, that (i) this Agreement shall be given full force and effect in accordance with each and all of its express terms and provisions, including those terms and provisions relating to unknown and unsuspected Released Claims, if any, to the same effect as those terms and provisions relating to any other Released Claims hereinabove described, and (ii) that each is fully aware that they might hereafter discover facts or other information in addition to or different from those which they now know or believe to be true, with respect to the subject matter of the Released Claims. Nevertheless, the Releasors intend to hereby fully, finally, and forever settle and release all matters, disputes, differences, known or unknown, suspected or unsuspected, which might now exist or heretofore might exist in connection with the Released Claims. The releases given herein shall be and remain in effect as a full and complete release notwithstanding the discovery or existence of any such additional or different facts or information.

11. Indemnification

(a) League agrees to protect, defend, indemnify, save and hold harmless each of the Releasees from and against any and all actions, suits, debts, obligations, losses, damages, amounts paid in settlement, liabilities, costs and expenses whatsoever, including reasonable attorneys' fees (collectively, "Losses") whether arising out of a claim involving a third party or between the parties, resulting to, imposed upon, asserted against or incurred by any of the Releasees in connection with, arising out of or relating to (i) any breach of any representation, warranty, term, condition or covenant of this Agreement by any Releasor, (ii) the League's and its Participants participation in the Program (including in connection with any medical treatment offered or given to Participants), (iii) the League's use of the Website, (iv) any infringing or unauthorized use, or allegation of such use, of the Program Marks, NBA Marks or RCX Marks by any Releasor, (v) the ownership and operation of the League and its basketball or other programs, including the acts or omissions of any Participant, employee, coach, volunteer or other person associated therewith, (vi) any negligent act or omission or the willful misconduct, of any Releasor or (vii) any use, collection, disclosure, disposal, administration, transfer, processing, storage, licensing, transmission or other exploitation of any Data, whether by any Releasor, a third party vendor or any other person or entity.

(b) The applicable Releasee shall have the right to control and direct the investigation, defense, and settlement of any third-party claim, action or proceeding for which such Releasee is entitled to indemnification pursuant to Section 11(a) (each, a "Third-Party Claim"), at League's expense. League will, if requested by the applicable Releasee, provide reasonable assistance to the applicable Releasee, at League's sole expense, in defense of any such Third-Party Claim.

(c) RCX agrees to protect, defend, indemnify, save and hold harmless League, its officials, employees, volunteers, coaches and council members, from and against any and all Losses whether arising out of a claim involving a third party or between the parties, resulting to, imposed upon, asserted against or incurred by League in connection with, arising out of or relating to (i) any breach of any representation, warranty, term, condition or covenant of this Agreement by RCX and (ii) RCX's or any of RCX's employees' negligence or willful misconduct.

12. Limitation of Liability

Except for RCX's indemnification obligations in Section 10(c) Releasees shall not be liable for damages, including consequential, incidental, exemplary, punitive, special or indirect damages, for breach of contract or any other theory of liability arising out of or related to the transactions or relationships contemplated by this Agreement, and the use or the inability to use the website, any goods or services purchased or obtained or transactions entered into through the website, or any unauthorized access to or alteration of transmissions or data including damages for loss of profits, use, data or other intangibles.

Except for RCX's indemnification obligations in Section 10(c), League agrees that participation in the program and use of the website is at League's sole risk. The Program and the Website are provided on an "as is" and "as available" basis. Releasees expressly disclaim all warranties of any kind, express or implied, including any warranty of merchantability, fitness for a particular purpose or non-infringement.

Releasees make no warranty that the website's services will be uninterrupted, secure or error free. The Releasees do not guarantee the accuracy or completeness of any information in, or provided in connection with, the website. The Releasees are not responsible for any errors or omissions, or for the results obtained from the use of

such information. League understands and agrees that any material and/or data downloaded or otherwise obtained through the use of the website is at League's own discretion and risk and that league will be solely responsible for any damage to League's computer system or loss of data that results from the download of such material and/or data.

13. Miscellaneous.

(a) Governing Law: Jurisdiction. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Nevada applicable to contracts made and to be performed entirely in the State of Nevada, without regard to principles of conflicts of law or choice of law of any jurisdiction that would cause the application of the law of another jurisdiction. In the event of any dispute arising out of this Agreement or the termination of this Agreement, League consents to the exclusive jurisdiction and venue in the state or federal courts in Clark County, Nevada and agrees that any such action must be brought in state or federal courts in Clark County, Nevada.

(b) Equitable Relief. League acknowledges that the rights granted by RCX under this Agreement possess a special, unique and extraordinary character that makes difficult the assessment of monetary damage that would be sustained by RCX as a result of any actual or threatened breach by League of any of the provisions of this Agreement. Accordingly, in the event of any such actual or threatened breach by League of any of the provisions of this Agreement, RCX, in addition to such other contractual, legal and equitable rights and remedies that may be available to RCX, shall have the right to take such steps as are necessary to prevent any such actual or threatened breach, including petitioning a court of competent jurisdiction for a temporary restraining order, a preliminary or permanent injunction or a decree for specific performance, in each case without being required to prove actual damages or furnish a bond or other security. The rights of RCX under this Section 13(b) shall survive the termination or expiration of this Agreement.

(c) WAIVER OF TRIAL BY JURY. TO THE EXTENT PERMITTED BY LAW, LEAGUE IRREVOCABLY WAIVES ALL RIGHT OF TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER AGREEMENT BETWEEN THE PARTIES, OR ANY MATTER ARISING HEREUNDER OR THEREUNDER.

(d) Cumulative Remedies; Waiver. Except as otherwise and specifically contemplated by this Agreement, all rights and remedies of RCX shall be cumulative and none shall exclude any other right or remedy at law or equity and said rights or remedies may be exercised and enforced concurrently. No waiver by RCX of any covenant or condition of this Agreement shall constitute a waiver by RCX of any subsequent breach of such covenant or condition or authorize the breach or non-observance on any other occasion of the same or any other covenant or condition of this Agreement.

(e) Effect of Agreement; Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties and to their respective permitted successors and assigns. League may not assign this Agreement or any of its rights or delegate any of its duties under this Agreement (whether voluntary or involuntary, by merger, consolidation, dissolution, operation of law, or any other manner) to any other person or entity without the prior written consent of RCX. Any purported assignment or delegation in violation of this Section 13(e) shall be null and void.

(f) Relationship of the Parties. The relationship of RCX and the League under this Agreement is that of independent contractors and nothing herein or in any related document or representation shall be construed to create or imply any relationship of employment, joint venture, agency, partnership, franchisor-franchisee, or any other relationship other than that of independent contractors. League acknowledges and agrees that it is engaged in a separate and independent business and shall not state, represent or imply any interest in or control over the business of RCX.

(g) Severability. If any provision of this Agreement is deemed invalid or unenforceable pursuant to any statute, regulation or rule of law, the remaining provisions of this Agreement will remain valid and enforceable.

(h) Third Party Beneficiaries. League agrees that the NBA Releasees are third party beneficiaries of any section that refers to the NBA, NBAP, or the NBA Releasees. Other than as provided for in the previous sentence

and for the rights of the Releasees in this Agreement, nothing in this Agreement is intended or shall be construed to confer on any other person other than the parties any rights or benefits under this Agreement.

(i) Further Assurances. League shall execute, acknowledge and deliver, without additional consideration, such further assurances, instruments and documents, and shall take such further actions, as RCX shall reasonably request in order to fulfill the intent of this Agreement and the transactions contemplated hereby.

(j) Construction. Whenever used in this Agreement, (i) the terms "include," "includes," and "including," mean "include(s), but are not limited to," and "including, but not limited to," respectively and are to be construed as inclusive, not exclusive; (ii) the term "or" shall have the inclusive meaning identified with the phrase "or," and (iii) references to any specific law, rule or regulation, or article, section or other division thereof, will be deemed to include the then-current amendments thereto or any replacement or successor law, rule or regulation thereof.

(k) No Construction Against Drafting Party. League has had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.

(l) Survival. The rights and obligations contained in this Agreement that by their nature would be intended to survive any termination or expiration shall survive any termination or expiration of this Agreement in perpetuity, including without limitation, Sections 3, 5, 8(b), 9, 10, 11, 12, and 13.

(m) Authority. The individual signing or accepting this Agreement on behalf of League ("League Representative") represents and warrants to the Releasees that League Representative has full legal authority to execute this Agreement on behalf of the League. League Representative represents and warrants that League Representative has been duly authorized to act as agent on behalf of the League in performing such execution. By executing this Agreement, League Representative agrees that the terms of this Agreement shall apply equally to League Representative and to League.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date set forth above by their duly authorized representatives.


City of Las Vegas

BY: _____

NAME:

TITLE:

APPROVED AS TO FORM:

 December 13, 2022
Timothy J. Geswein Date
Deputy City Attorney

RCX SPORTS, LLC

BY:  _____

NAME: Garland Cooper

TITLE: COO

SCHEDULE 1

City of Las Vegas

COMPLIANCE CERTIFICATE

December 6, 2022

This certificate ("Certificate") is being delivered pursuant to Section 4(f) of that certain Jr. NBA League Operator Agreement, dated as of December 6, 2022 (the "Operator Agreement"), by and between RCX Sports, LLC and [City of Las Vegas] the "League"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms as set forth in the Operator Agreement. The undersigned, on behalf of the League, in his or her capacity as an officer and not in any individual or personal capacity, hereby certifies that:

1. The League has performed or complied all terms and conditions Section 4 and 5 of the Operator Agreement.
2. The League has performed or complied in all material respects with all other agreements and covenants contained in the Operator Agreement to be performed or complied with by the League.
3. The League has disclosed all Major Owners, including the relevant name and current ownership percentage. As of the date hereof, the following are Major Owners of the League:

Major Owner	Relevant Ownership Interest

[Signature Page to Follow]

IN WITNESS WHEREOF, the undersigned has executed this Certificate on behalf of the League as of the date and year first written above.

City of Las Vegas

BY: _____

Name:

Title:

Exhibit A

Territory: The following zip codes constitute the Territory:

[89107]