



BRAND LICENSE AGREEMENT

THIS BRAND LICENSE AGREEMENT (this "Agreement") is entered into effective as of _____, 20____ (the "Effective Date"), by and between WISC COAST, LLC ., a Wisconsin based LLC ("Licensor") and _____ a _____ based out of _____ (is also referred to herein as "Licensee").

Recitals

- A. Licensor is a social media brand and seller of apparel & novelty items operating in Wisconsin. It primarily operates under the name "Wisc Coast, LLC" but is more commonly referred to as "Wisc Coast" or "Wisc Coast, USA."
- B. Licensee is a _____

- C. Wisc Coast, LLC is the owner of the name "Wisc Coast" and "Wisc Coast, USA" and other material which together constitute the brand image and language by which Licensor is known to the public. Licensor's various other intellectual property and materials, include, but are not limited to: domain names, apparel designs, internet sites, phrases, promotional items, advertising and majority of Brand Content on its social media pages (Facebook, Instagram, Snapchat, LinkedIn, and Youtube) known as "Coastal Content."
- D. Licensee wishes to obtain a non-exclusive license for it to use the Brand Content, including, without limitation, the marks in connection with Licensee's Business, and Licensor is willing to grant to Licensee a non-exclusive license to use the Brand Content, including, without limitation, the Marks, in connection with Licensee's Business provided that Licensee agrees to comply at all times throughout the Term (as defined in Section 4.A. below) of this Agreement with the terms and conditions of this Agreement.
- E. Licensor licenses some or all the marks and brand content to various entities that uphold the Licensor's core values and serves their target demographic. Licensor agrees to lease non-exclusive usage of Brand Content described in proposal provided by Licensee.
- F. While the entities to which Licensor licenses some or all the Brand Content have a separate legal identity and operations from that of Licensor, it is vital to the culture, reputation, systems, and manner of conducting business of Licensor that the entities to which Licensor licenses some or all of the Brand Content comply with certain policies and standards and other requirements established by Licensor pursuant to this Agreement. Licensee acknowledges that the uniform administration of such policies, standards and requirements among Licensee and other entities in a like or similar position to that of Licensee is necessary to uphold:
- (1) the value associated with the culture, reputation, systems and manner of conducting business of Licensor and its Affiliates;

- (2) the value of the Brand Content to Licensor; and
 - (3) the value of the Brand Content to Licensee and other entities in like or similar position to that of Licensee, and Licensee also acknowledges that the failure to require such compliance and uniform administration may damage the value of the Brand Content to Licensor, Licensee and such entities in like or similar position to that of Licensee.
- G. Licensor would not be willing to provide or cause to be provided the Brand Content to Licensee without the agreement of Licensee to comply at all times during the Term of this Agreement with, the Policies & Standards (as defined in Section 2.B. below) and the other terms and conditions of this Agreement.
- H. Licensee is therefore willing at all times during the Term of this Agreement to comply with the Term of this Agreement with, the Policies & Standards and the other terms and conditions of this Agreement.

Operative Terms

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

1. GRANT

- A. Licensor grants to Licensee during the Term of this Agreement a non-exclusive license to use the Brand Content in connection with Licensee's Business only. Such license may not be assigned, pledged, encumbered, or otherwise transferred by Licensee, voluntarily or involuntarily, by operation of law or otherwise, without Licensor's prior written consent, and any attempt to do so will immediately void the license granted under this Agreement.
- B. Licensor does not grant to Licensee, and nothing in this Agreement shall be construed as granting to Licensee, the right to license, sublicense or authorize others to use the Brand Content.
- C. During the Term of this Agreement, Licensor shall have the sole and absolute right to grant other non-exclusive licenses of some or all the Brand Content to other entities not affiliated with Licensee.
- D. Licensor shall charge Licensee compensation for the use of the Brand Content pursuant to the terms of this Agreement. Licensee will be required to pay the Licensor a _____% royalty on all sales of merchandise, product, and services related to the Brand Content or use of the "Wisc Coast" / "Wisc Coast, USA" trademarks. Payment shall be made on the final weekday of each month or when the Licensee performs monthly financial reconciliation. Payment will be in the form of hardcopy check or electronic wire.
- E. Documentation of sales from the previous month generated by Licensee through use of licensed content shall be provided to Licensor simultaneously with each payment. Documentation will be provided to Licensor via email.

2. QUALITY CONTROL

- A. Licensor and its Representatives shall have the right to oversee the use of the Brand Content by Licensee throughout the entire term duration of this Agreement.
- B. Licensee acknowledges that Licensor has provided to Licensee standards necessary for the preservation of the culture, reputation, systems, and manner of conducting business of Licensor and its Affiliates and the value

associated with the Brand Content, and Licensee acknowledges by its execution of this Agreement that Licensee has received and reviewed those policies and standards as of the Effective Date. Furthermore, Licensee acknowledges that Licensor shall have the right from time to time, in its sole and absolute discretion, to adopt new policies and standards or amend any existing policies and standards. Licensor shall give notice to Licensee by electronic transmission or other means of any subsequently adopted or amended policies and standards and, if requested by Licensor, Licensee shall promptly execute and deliver to Licensor, in the manner requested by Licensor, an acknowledgment of Licensee's receipt and review of any subsequently adopted or amended policies and standards issued by Licensor (the policies and standards described in this Section 2.B., together with any subsequently adopted policies and standards, and any amendments to such policies and standards, are collectively called the "Policies & Standards").

- C. Licensee shall comply at all times during the Term of this Agreement.
- D. Licensee shall:
 - (1) provide to each employee, officer and independent contractor of Licensee a copy of those portions of the Policies & Standards (the "Relevant Policies & Standards") that are specified by Licensor as being applicable to such employees, officers and contractors or categories of employees, officers and contractors, and
 - (2) require that each such employee, officer and contractor acknowledge, either electronically or via a written instrument in such form as is acceptable to Licensor, such individual's receipt and review of the Relevant Policies & Standards and such individual's agreement to comply with the Relevant Policies & Standards. Upon the request of Licensor from time to time, Licensee shall provide or cause to be provided to Licensor copies of the acknowledgments and agreements.
- E. Licensee shall have the right to adopt additional policies and standards ("Licensee's Policies") that do not conflict with the Policies & Standards. If any of Licensee's Policies conflict at any time with any of the Policies & Standards, Licensee shall, whether or not Licensor has given Licensee notice of such conflict, immediately discontinue use of such conflicting Licensee's Policies. Without limiting the effect of the immediately preceding sentence, Licensor's notice to Licensee of any conflict shall be deemed to constitute conclusive and incontrovertible evidence that such conflict exists.
- F. Licensor and Licensor's Representatives shall have the right, at all times during normal business hours and upon prior notice to Licensee, to enter the premises of Licensee; inspect and make copies of the books and records of Licensee that may be relevant as to present or past compliance or non-compliance with the Policies & Standards and the other terms and conditions of the this Agreement; interview any directors, officers, employees, agents, contractors and advisors of Licensee; and otherwise ascertain whether Licensee is and at all times during the Term of this Agreement has been in compliance with the Policies & Standards and other terms and conditions of this Agreement. The inspection rights granted in this Section 2.F. shall include, without limitation, the right of Licensor and its Representatives to initiate a third-party audit of Licensee to determine compliance or non-compliance with the Policies & Standards and the other terms and conditions of this Agreement.
- G. Licensee shall not make or use any modification to any of the Brand Content without the prior express written approval of Licensor, which approval may be granted or denied at Licensor's discretion.
- H. Licensee will use the Marks and other Brand Content solely in connection with Licensee's Business and materials relating to Licensee's business.
- I. All services and products, if any, sold by Licensee shall comply with the Policies & Standards and the other terms and conditions of this Agreement.

- J. At least ten business days prior to any distribution or use of any materials using or containing the Brand Content by Licensee in connection with the promotion, sale or performance of Licensee's Business, Licensee will permit Licensor and Licensor's Representatives to inspect the materials and all other records relating to Licensee's Business; provided, however, that nothing in the foregoing provision shall prohibit Licensee from distributing or using any materials prior to such inspection by Licensor if such distribution or use is required by applicable law, rule or regulation, or the written advice of Licensee's legal counsel, under circumstances that do not permit such advance inspection by Licensor. In such event Licensee shall use its best efforts to provide such materials to Licensor for inspection as soon as reasonably practical under the circumstances.
- K. Licensee shall add Licensor to all mailing lists and survey lists including, without limitation, mass mailings and surveys to customers, clients, vendors, and others.
- L. At least ten business days prior to the use of any Brand Content in any printed media, electronic media or any other format, Licensee shall provide to Licensor proofs of materials showing the proposed use of the Brand Content and documentation demonstrating ownership by Licensor or Licensee of the copyright in the materials. Licensor shall have the right to review and, in its sole discretion, approve or reject such use of the Brand Content; provided, however, that nothing in the foregoing shall prohibit Licensee from distributing or using any materials prior to obtaining Licensor's approval if such distribution or use is required by applicable law, rule, or regulation, or the written advice of Licensee's legal counsel, under circumstances that do not permit such advance review and approval by Licensor. In such event Licensee shall use its best efforts to provide such materials to Licensor for such review and approval as soon as reasonably practical under the circumstances.

3. OWNERSHIP

- A. Licensee acknowledges and agrees that the Brand Content including, without limitation, the Marks and the goodwill associated with the Brand Content, is the exclusive property of Licensor and can be used only with Licensor's prior written license or consent.
- B. Licensee further acknowledges and agrees that Licensee will not at any time do, or cause to be done, any act or thing contesting or in any way impairing or intending to impair the validity of or Licensor's exclusive right, title, and interest in the Brand Content.
- C. Licensee will not register or apply to register, in any country, state or other jurisdiction, any part or component of the Brand Content, including, without limitation:
 - (1) the Marks, either alone or in combination with any other words or designs; or
 - (2) the copyrights in any materials containing any of the Brand Content.
- D. Licensee will not in any manner represent that it owns the Brand Content or any part or component of the Brand Content, and Licensee hereby acknowledges that the use of the Brand Content by Licensee shall not create any right, title, or interest in or to the Brand Content in favor of Licensee, but that all use by Licensee of the Brand Content shall inure to the sole benefit of Licensor. If Licensee uses any part or component of the Brand Content on any expansion of the Services (as defined in Section 2.H & I above) in violation of this Agreement, Licensee shall execute and deliver to Licensor an assignment of all rights, if any, that Licensee might have in the Brand Content with respect to such expansion of the Services together with the goodwill associated with the Brand Content for such expansion of the Services.
- E. Licensee further acknowledges that as a licensee of the Brand Content, Licensee will receive confidential information with respect to and benefit from the proprietary management systems and other trade secrets

developed by Licensor or one or more of its Affiliates. Accordingly, Licensee further acknowledges and agrees that the proprietary management systems and other trade secrets disclosed by Licensor are the sole and exclusive property of Licensor and its Affiliates, and upon the termination of this Agreement Licensee shall have no interest in or right to use any of the other Brand Content.

4. TERM AND TERMINATION

- A. Unless terminated earlier in accordance with the terms of this Section 4, the initial term of this Agreement shall commence on the Effective Date and continue until _____, 20__ (the "Initial Term"). Thereafter, this Agreement shall automatically renew for consecutive periods of one year each after the expiration of the Initial Term (each, a "Renewal Term" and collectively, the "Renewal Terms"; the Initial Term together with any Renewal Terms being called the "Term") unless either party hereto gives the other party written notice of termination at least ninety days prior to the end of the current Term.
- B. Either party may terminate this Agreement upon giving written notice to the other party in the event that the other party:
- (1) Becomes insolvent, makes a general assignment for the benefit of its creditors, or if a voluntary or involuntary petition under the federal Bankruptcy Act is executed regarding the other party; or
 - (2) Is in breach of or in default under this Agreement and, except as otherwise provided in Sections 5.B and 5.C below, such breach or default has continued for a period of forty-five days after the terminating party gives written notice specifying such breach or default to the other party.
- C. Notwithstanding Section 4.B above, Licensor may terminate this Agreement upon ninety days prior written notice to Licensee in the event that any of the following events occur:
- (1) a merger, consolidation or reorganization of Licensee with one or more other corporations, partnerships, trusts, or other organizations or entities (individually, an "Entity" and collectively, "Entities") in which Licensee is not the surviving Entity (other than a merger, consolidation or reorganization of Licensee effective for the sole purpose of changing the jurisdiction of its organization, which shall not be grounds for terminating this Agreement);
 - (2) a sale of all or substantially all of the assets of Licensee to one or more individuals or Entities who are not an Affiliate of Licensee;
 - (3) the acquisition by any individual or Entity (or group of related or affiliated individuals and/or Entities) of direct or indirect beneficial ownership of Licensee's shares representing fifty percent or more of the voting power of Licensee.
 - (4) If Licensee fails to make payment of Royalties of _____% in full for more than three consecutive months.
 - (5) If Licensee fails to provide documentation of sales revenue generated with use of Licensor's Brand Content for more than three consecutive months.
 - (6) Licensor may elect to terminate this agreement for any reason deemed necessary in licensor's sole judgement.
 - (7) Remaining inventory due to Licensee's termination of business, new product mix, or agreement termination must be donated at the Licensee's expense. No inventory in reasonable condition may be directly disposed to landfill. Landfilling of product will require documented reasonable effort to donate and must be presented to the Licensor prior to disposal.
- D. Sections 5.F., 6, 8, 9, 10 and 11 of this Agreement shall survive any termination of this Agreement.
- E. A termination of this Agreement shall not excuse any failure to perform or breach of this Agreement by Licensee, and Licensor shall be entitled to all remedies under this Agreement and at law or equity with respect to such failure or breach.

5. BREACH BY LICENSEE AND REMEDIES

- A. If Licensor in good faith determines that Licensee has failed to comply with any of the Policies & Standards or any other terms and conditions of this Agreement, Licensor shall give Licensee written notice of such failure and demand that Licensee, within thirty days after the giving of such notice and demand, correct the failure or cause the failure to be corrected and submit evidence of such correction satisfactory to Licensor in its reasonable discretion.
- B. In the event that within the applicable period after Licensor has given the written notice and demand described in Section 5.A., Licensee has not corrected such failure or caused such failure to be corrected and submitted evidence of such correction to Licensor, Licensor may take any of the following actions in its sole and absolute discretion:
- (1) enforce the remedies for such failure as outlined in the applicable section of the Policies & Standards that has been violated;
 - (2) demand and enforce correction or revision of materials which include the Brand Content that are not in compliance with the Policies & Standards;
 - (3) at Licensee's expense, initiate a third-party audit of the operations of Licensee to ensure compliance with the Policies & Standards and the other terms of this Agreement; or
 - (4) terminate this Agreement upon written notice to Licensee proceed with procedure describe in Section 4.C.(7) if applicable.
- C. Notwithstanding the foregoing, if Licensee fails to comply with the same individual policy or standard from the Policies & Standards three or more times during any calendar year or in the event of three or more material misuses of the Brand Content by Licensee in any six month period and Licensee has in each instance received written notice of such breach or failure to comply from Licensor in accordance with Section 5.A. above, whether or not any or all of such failures have been cured within the applicable period described in Section 5.A., Licensor may upon the fourth such failure to comply or misuse, terminate this Agreement upon thirty days written notice to Licensee.
- D. The remedies set forth in this Section 5.B. and 5.C. are not in limitation of but are in addition to any equitable remedies that may be available to Licensor under Section 5.F.
- E. Upon termination of this Agreement in any manner provided herein, Licensee will immediately and permanently discontinue all use of the Brand Content, including, without limitation, the Marks; the Policies & Standards and any proprietary management systems or other trade secrets; and refrain from using any other mark, name, design, or any other designation confusingly similar to the designation "Wisc Coast", "Wisc Coast, USA" or to any of the other Brand Content.
- F. Licensor and Licensee acknowledge and agree that a breach or threatened breach by Licensee, any of the Portfolios, or any of their Representatives of any of the terms or conditions contained in this Agreement will cause immediate and irreparable harm and damage to Licensor and that monetary damages will be inadequate to compensate Licensor for such breach. Accordingly Licensor and Licensee agree that Licensor shall, in addition to any other remedies available to it at law or in equity, be entitled, without posting bond or other security, to an injunction from any court of competent jurisdiction enjoining and restraining any breach or threatened breach of the terms or conditions of this Agreement by Licensee.

6. INSURANCE; INDEMNITY

- A. Except to the extent, if any, otherwise expressly provided in this Agreement, Licensor assumes no liability to Licensee or to third parties with respect to the products and services advertised and sold by Licensee under or using the Brand Content.
- B. During the term of this Agreement Licensee shall maintain in full force and effect all commercially reasonable necessary liability insurance coverage for itself. Upon the written request of Licensor, Licensee shall furnish Licensor with a certificate or certificates of insurance evidencing such coverage. Licensee shall notify Licensor in advance of any termination, cancellation, non-renewal or material modification of any such insurance coverage.
- C. Licensee agrees to indemnify and hold Licensor, its Affiliates, and their Representatives harmless from any and all damages, losses, costs, and liabilities (including, without limitation, legal fees and the cost of enforcing this indemnity, whether prior to, during or after trial, on appeal or in bankruptcy proceedings) which it or they may suffer or incur, that have arisen out of, resulted from or are connected to:
 - (1) any claims, actions, or lawsuits by third parties against Licensor, or any of their Representatives involving or arising from the products and services advertised and sold by Licensee to the extent not directly attributable to any fault of Licensor, its Affiliates, or its Representatives;
 - (2) any disclosure or use of Confidential Information (as defined in Section 8.A.(1) below) by Licensee or any of Licensee's Representatives that is not permitted under the terms of Section 8 of this Agreement;
 - (3) the failure by Licensee to comply with any of the Policies & Standards; or
 - (4) a breach of or other failure by Licensee to comply with any of the terms or conditions of this Agreement.

7. INFRINGEMENT

- A. Licensee shall promptly notify Licensor of any conflicting use or infringement of any of the Brand Content of which Licensee may become aware and will cooperate with Licensor in every reasonable way to prosecute all acts or conduct that Licensor may deem necessary or advisable to protect the validity and exclusivity of Licensor's rights in the Brand Content. Licensee will not take action independently of Licensor to prosecute any such acts or conduct without obtaining the prior, express, written approval of Licensor.
- B. In the event that an unauthorized third-party uses the Brand Content, or any portion thereof, and such use is brought to Licensor's attention by Licensee, Licensor will take steps to abate such use at Licensor's expense if Licensor, after investigation and evaluation of such unauthorized use, concludes in its sole discretion that such use constitutes an infringement of its rights to the Brand Content and that there is a reasonable probability of success in taking action to abate such infringement.

8. CONFIDENTIALITY

- A. For purposes of this Agreement:
 - (1) "Confidential Information" means the Policies & Standards, or Licensor's confidential or proprietary information about the business, affairs, and assets of Licensor or its Affiliates and Representatives whether or not any such documents, information, or materials are marked "confidential" or "proprietary";
 - (2) "Representative" means the employees, contractors, agents, directors, officers, legal counsel, accountants and financial advisors of a party.

- B. Licensee, and their Representatives shall not disclose or use any Confidential Information which is furnished, or to be furnished, to any of them by Licensor, its Affiliates or any of their Representatives at any time or in any manner other than as permitted by this Agreement.
- C. Notwithstanding the prohibition in Section 8.B., Licensee shall be entitled to disclose Confidential Information:
 - (1) to its Representatives to the extent necessary to permit Licensee, the Portfolios and their Representatives to conduct Licensee's Business;
 - (2) to the extent such information becomes lawfully part of the public domain or is obtained by Licensee or any of its Representatives from a third-party other than in violation of this Agreement or any agreement with Licensor or its Affiliates; or
 - (3) as compelled or required by a valid subpoena or other legal mandate; provided, however, in the event that Licensee, or its Representatives receives such a subpoena or other legal mandate, it shall provide Licensor with prompt written notice of same as far in advance as practicable of the date such party is required to make such disclosure so that Licensor or any of its Affiliates may seek an appropriate protective order for the Confidential Information or waive compliance with the provisions of Section 8.B. However, if in the absence of a protective order or the receipt of a waiver hereunder, Licensee, any of the Portfolios or any of their Representatives is nonetheless, in the written opinion of Licensee's legal counsel, so compelled to disclose the Confidential Information, such entity or Representative may disclose only that portion of the Confidential Information that is, based on the written advice of its legal counsel, legally required to be disclosed.
- D. Upon a termination of this Agreement for whatever reason, Licensee shall promptly return, in the manner directed by Licensor, all of the Confidential Information that has been furnished to Licensee; Licensee shall promptly destroy copies of all documents or materials in the possession or control of Licensee, or their Representatives that contain Confidential Information or portions of Confidential Information, in whatever form or medium such copies or portions are contained, whether tangible, electronic, or otherwise; and Licensee shall timely furnish to Licensor a written certificate to the reasonable satisfaction of Licensor certifying that such destruction has taken place.

9. DISPUTE RESOLUTION

- A. In the event of any dispute or claim between Licensor and Licensee under this Agreement, the procedures set forth in this Section 9 shall govern. The claimant shall give to the other party written notice of such dispute and reasonable details of such dispute to the extent known by the claimant.
- B. Within ten days after notice of such dispute is given to the other party, a Representative of each party shall meet in an effort to resolve the dispute.
- C. In the event that the Representatives of the parties are unable to resolve the dispute at such meeting, then within fifteen days after such meeting, the chief executive officers or most senior leader of each of the parties shall meet in person or speak with each other by telephone or video in an effort to resolve the dispute.
- D. In the event that the dispute is not resolved under the procedure set forth above, either party may commence arbitration or legal proceedings pursuant to Section 10. The procedures of this Section 9 must be followed as a condition precedent to the commencement of arbitration or legal proceedings with respect to such dispute; provided, however, that equitable relief may be sought pursuant to Section 5.F. at any time whether or not the dispute resolution procedures of this Section 9 have been followed.

10. ARBITRATION/LITIGATION

- A. Except as provided in Section 5.F. above regarding equitable relief, all disputes between the parties or any claims concerning the performance, breach, construction or interpretation of this Agreement, or in any manner arising out of this Agreement, shall, following the failure to resolve such dispute or claim pursuant to Section 9 above, be submitted to binding arbitration in accordance with the Commercial Arbitration Rules, as amended from time to time, of the American Arbitration Association (the "AAA"), which arbitration shall be carried out in the manner set forth below:
- (1) The AAA shall appoint a single arbitrator after consultation with all involved parties.
 - (2) The arbitration proceedings shall take place in a neutral site within the state of Wisconsin or virtually. Judgment upon any award rendered by the arbitrators may be entered into any court having competent jurisdiction without any right of appeal.
 - (3) Each party shall pay its own expenses of arbitration, and the expenses of the arbitrators and the arbitration proceeding shall be shared equally. However, if in the opinion of the arbitrators any claim or defense was unreasonable, then the arbitrator may assess, as part of their award, all or any part of the arbitration expenses of the other party (including reasonable attorneys' fees and costs) and of the arbitrator and the arbitration proceeding.
 - (4) Any dispute invoicing \$25,000 or less may, in the Licensor's sole discretion, be heard in the Wisconsin state court for Milwaukee county, in that case the arbitration provisions shall not apply.

11. GENERAL PROVISIONS.

- A. This Agreement and all questions of interpretation, construction and enforcement hereof, and all controversies hereunder shall be governed by the laws of the State of Wisconsin without regard to conflicts of interests rules or principles that could result in the application of the laws of any other jurisdiction.
- B. No waiver of any provision or any default by any party shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver by any party shall be binding unless executed in writing by such party.
- C. All notices, consents and other communications under this Agreement (other than Licensor's transmission of the Policies & Standards) must be given by email; hand delivery; United States certified mail, return receipt requested, postage prepaid; or by an overnight commercial courier service, addressed as follows:

If to Licensor:

Wisc Coast, LLC
2800 E Enterprise Ave STE 333
Appleton, WI 54913-7889

If to Licensee:

Any party may change its address for purposes of this Section by giving the other parties written notice of the new address in the manner set forth above. Any notice given as set forth in this Section 11.C. will be effective on the day of hand delivery, two business days after mailing, the next business day if sent by overnight commercial courier service, or the day of receipt by the other party if given by facsimile letter (or the next business day if the day of receipt is not a business day).

- D. This Agreement constitutes the entire agreement between the parties pertaining to this subject matter and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment to this Agreement shall be binding unless executed in writing by all of the parties.
- E. In the event any term or provision of this Agreement shall be held illegal, unenforceable or inoperative as a matter of law, the remaining terms and conditions of this Agreement shall remain in full force and effect if the essential terms and conditions of this Agreement for each party remain valid, binding and enforceable.
- F. Time is of the essence of this Agreement.
- G. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.
- H. In the event of any conflict between the terms of this Agreement and the Policies & Standards, this Agreement shall control.
- I. Licensee shall not assign any of its rights or delegate any of its duties under this Agreement without the prior written consent of Licensor, which consent may be granted or withheld in the sole and exclusive discretion of Licensor; provided, however, that Licensee may delegate any or all of its duties under this Agreement to Advisor (as defined in section G of the Recitals above) by written instrument. This Agreement shall be binding on the parties to this Agreement and their successors and permitted assigns.
- J. The captions used in this Agreement are intended solely for reference and shall not be used to interpret any of the terms or conditions of this Agreement.
- K. Notwithstanding any other provision of this Agreement, the parties hereto agree that no member, trustee or shareholder of Licensee shall be personally liable for any debts, liabilities, obligations, or expenses incurred by, or contracted for, Licensee under this Agreement when acting in the capacity of a member, trustee or shareholder, as the case may be.

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

Licensor:

Wisc Coast, LLC

By: _____

Name: _____

Title: _____

Licensee:

By: _____

Name: _____

Title: _____

Policies & Standards

1. Follow and comply with all laws and regulations set forth by all local municipalities, the State of Wisconsin, and United States of America.

2. Within one's capability, practice and live by Wisc Coast's three core values:

A. Leisure

- (1) Enjoy and respect the outdoors like it was your own property.
- (2) Live in the moment, but pictures/videos last forever.

B. Stewardship

- (1) "If you see it on the ground, pick it up!"
- (2) People who purposely litter do not have a place in Wisc Coast, USA.
- (3) Picking up trash seems like a winless fight, but every bit helps.

C. Pride

- (1) Always be ready to promote the name, message, and what we're all about to anyone, worldwide.

3. Political Policies

- A. Remain politically neutral unless a policy or political figure's actions & words directly contradict one of the three core values mentioned in section 2.
- B. An individual will not politically act on behalf of Wisc Coast, LLC if Section 3.A is realized unless directed to do so by management.
- C. No politician or individual running for office may ever assume to have the political backing of Wisc Coast, LLC unless officially announced via social media and website.
- D. No politician or individual running for office may ever use the Wisc Coast, LLC brands on merchandise, advertisement, or other campaign slogans unless Section 3.C is realized and the Brand License Agreement is completed.

4. Protect the Brand

A. See Section 2.C

B. Report any unlicensed mass usage of Wisc Coast's brand name by a legal entity.

- (1) Legal entity referring to a brick & mortar store, online brand, or other organizations (social, political, religious, etc.)
- (2) Legal entity does not refer to an individual selling to a limited market place (i.e. farmer's market)

C. Monitor social media and report any "troubling" trends related the brands of Wisc Coast, LLC.

- (1) Imposter accounts
- (2) Misuse of the name and/or three core values
- (3) An influencer hijacking the name
- (4) Generic TikTok cringe