

OFFICIAL CORPORATE SPONSOR AGREEMENT

THIS AGREEMENT ("Agreement") is between Botanic Tonics, LLC ("Sponsor"), with principal offices at 740 Kingman Avenue, Santa Monica, California 90402, and IMG College, LLC ("IMG"), with principal offices at 540 North Trade Street, Winston-Salem, North Carolina 27101.

WITNESSETH:

WHEREAS, IMG has the right to grant sponsorship and promotional opportunities to third parties with respect to the University of Texas at Austin's intercollegiate athletics program ("University"); and

WHEREAS, Sponsor desires to (i) identify itself as one (1) of University's corporate sponsors and (ii) receive the promotional benefits provided herein as consideration for the Sponsorship Amount (as defined hereinafter) set forth in Section VII.

NOW, THEREFORE, in consideration of the premises, and other good and valuable consideration received and hereby acknowledged to be adequate, Sponsor and IMG agree as follows:

I. Sponsor Recognition. During the Term (as defined hereinafter), Sponsor (i) will be recognized when University official corporate sponsors are recognized at University events and online, and (ii) may incorporate in all media and promotional marketing and advertising the following language (or alternative language), as approved pursuant to Section IX: "Official Sponsor of Texas Athletics".

II. Use of University Marks. The Board of Regents of The University of Texas System ("Board of Regents") owns all rights to University's name, logos and symbols ("University Marks"). As a University corporate sponsor, Sponsor may use, in advertising/marketing materials, which promote Sponsor's merchandise, products or services, specific University Marks, as described and depicted on **Exhibit A**, attached hereto and incorporated herein. No such materials, however, may state or imply University endorses such merchandise, products or services, and all such materials must receive IMG's and University's prior written approval, pursuant to Section IX. Any use of University Marks not permitted in Section I.B, this Section II or Section IV must be pursuant to a license issued by University's licensing partner (or any University-identified successor thereto), which IMG and/or University identifies. Sponsor shall have no domestic geographic limitations with respect to its use of University Marks hereunder. With respect to any digital Sponsor Benefits (as defined hereinafter) described herein, unless the parties mutually agree otherwise, Sponsor may use University Marks only on inventory purchased through Provider and/or Sponsor's owned channels.

For the sake of clarity, Sponsor has no right hereunder to use University Marks in association with University's annual football game ("Game") versus the University of Oklahoma ("Oklahoma"), for which Game-related sponsorship/promotional rights are controlled by IMG, University and Oklahoma under a separate marketing/rights arrangement. Any Game-specific sponsorship agreement ("Game Agreement") in the Category (as defined hereinafter), which includes use of University Marks as part of the Game's marks/logos (or any other sponsorship/promotional rights), will be negotiated separately from this Agreement, and no Game Agreement will violate the Category exclusivity granted herein.

III. Exclusive Category. During the Term, Sponsor shall be University's exclusive sponsor with respect to the Category (as defined hereinafter). For purposes of this Agreement, exclusivity shall be defined as Sponsor's right to be (i) designated and advertised as University's only official corporate sponsor with respect to the Category and (ii) designated as the only entity with respect to the Category having the right to use University Marks in advertising and promotional materials, as pre-approved by IMG in each instance. "Category" shall be defined as medicinal tonics taken to give a feeling of vigor or well-being.

IV. Sponsor Benefits. Each Contract Year, IMG shall provide Sponsor the benefits set forth on Exhibit B and Exhibit C, respectively, each attached hereto and incorporated herein ("Sponsor Benefits").

V. Limitation on Product and Information Distribution.

A. Subject to the provisions of this Section V, during the Term, Sponsor will have the right to distribute premium items, products and information at University games and events for which it is a title, presenting or associate sponsor, or as otherwise set forth on Exhibit B or Exhibit C.

B. Rule 80103 of the Board of Regents' Rules and Regulations (available publicly at <http://www.utsystem.edu/bor/rules/RRRas1.pdf>) places restrictions on the display and distribution of free samples of Sponsor's products and free premium promotional products, as well as the distribution of printed material related to Sponsor-provided merchandise, products or services. Among other restrictions, such activities (i) may not interfere with the use of facility entrances and exits or the flow of pedestrian or vehicular traffic, (ii) may not harass, embarrass, or intimidate the people being solicited, (iii) may not violate any applicable law or regulation, (iv) may only be authorized the day before and the day of an intercollegiate athletic event or an athletic related event taking place in a facility used for athletic events, (v) may only be conducted from booths, tables and kiosks (or in a University designated area for display of motorized vehicles) immediately adjacent to an athletic facility, the location and number of which have been authorized by the University, (vi) must be conducted in accordance with the University rules, such as, but not limited to, those regarding safety and (vii) must not include making sales or taking orders.

C. If, during the Term, IMG approves Sponsor's using University Marks on free premium/promotional items, then Sponsor shall (i) obtain from a licensee of University's licensing partner (or any University-identified successor thereto) any such items and (ii) cover all applicable licensing fees related thereto.

VI. Term. Unless sooner terminated as set forth herein, this Agreement's term shall be for a period of four (4) Contract Years, commencing effective January 1, 2022, and concluding June 30, 2025 ("Term"). "Contract Year" shall mean each twelve (12) month period during the Term beginning July 1 and ending June 30 with the exception of the first Contract Year (2021-2022), beginning January 1, 2022, and ending June 30, 2022.

VII. Consideration.

A. As consideration for the Sponsor Benefits, each Contract Year, Sponsor will pay IMG a Sponsorship Amount (herein so called) as follows:

<u>Contract Year</u>	<u>Sponsorship Amount</u>
2021-2022	[REDACTED]
2022-2023	[REDACTED]
2023-2024	[REDACTED]
2024-2025	[REDACTED]

B. Sponsor's payments shall be made in accordance with the following installment billing schedule:

<u>Invoice Date</u>	<u>Invoice Amount</u>
01/17/2022	[REDACTED]
07/01/2022	[REDACTED]
10/01/2022	[REDACTED]
01/01/2023	[REDACTED]
04/01/2023	[REDACTED]
07/01/2023	[REDACTED]
10/01/2023	[REDACTED]
01/01/2024	[REDACTED]
04/01/2024	[REDACTED]
07/01/2024	[REDACTED]
10/01/2024	[REDACTED]
01/01/2025	[REDACTED]
04/01/2025	[REDACTED]

VIII. Payment and Billing.

A. Joint Liability. Sponsor and any advertising agency with authority to execute this Agreement on Sponsor's behalf are jointly and severally liable for payment of fees covered by this Agreement.

B. Manner of Payment. Unless otherwise agreed upon in writing and approved by an IMG officer (or appropriate designee), each Contract Year, Sponsor shall cause each payment to be remitted by wire, or immediately available funds transfer, to the applicable IMG financial account identified by IMG's chief financial officer (as such account may be updated or changed from time to time via written notice).

C. Time/Late Payments. Each Contract Year, Sponsor shall make each due payment on the applicable date specified in Section VII. Any payment Sponsor fails to make when due will bear interest at a monthly rate of one and one-half percent (1½%) until paid, and Sponsor (or any advertising agency executing this Agreement) will pay IMG such interest on demand.

IX. Advertising and Promotional Policies and Standards and Approval Process. All advertising and promotional materials related to Sponsor's status as a University corporate sponsor with the ability to use University Marks, including, but not limited to, radio broadcasts, telecasts and print media, the advertising to be displayed or announced, the product or service information material to be distributed, free Sponsor products or merchandise and free premium products to be distributed, and off-campus, point-of-sale displays and media advertising using University Marks ("Advertising and Promotional Material"), must comply with University policies, the Board of Regents' Rules and Regulations and both the NCAA's constitution, bylaws and rules and those of the athletics conference of which University is a member. Advertising and

Promotional Material must be submitted to University's Director of Trademark Licensing for written approval prior to production or use.

The parties will cooperate with each other to assure compliance with this Section IX. Sponsor shall make in writing each request for approval in writing, accompanied by the materials to be approved, transmitting each such request via e-mail, express mail, overnight carrier or regular mail depending on expected response time. IMG ensures University will exercise reasonable efforts to respond within ten (10) days after the applicable request's submission date. Sponsor's failure to obtain any such prior written approval will be a material breach of this Agreement, entitling University to require IMG to cancel this Agreement.

X. Inability to Broadcast/Publish; Unforeseen Events. If IMG—due to public emergency or necessity, legal restriction, labor dispute, strike, boycott, secondary boycott, act of God (whether or not such act occurs frequently or habitually or is of a common or seasonal occurrence in the general broadcasting/publishing locality) or for any reason, including, but not restricted to, mechanical breakdowns beyond IMG's control and without IMG's fault—is unable to broadcast/publish at the time specified, then IMG will not be liable to Sponsor except to the extent of allowing either a rate reduction or suitable "make goods" as approved by Sponsor. In the case of a rate reduction, IMG will provide Sponsor (i) a *pro rata* reduction in the charge hereunder based on broadcasts/publishing received or (ii) if an interruption occurs during the commercial announcement portion of any broadcast, then a credit in the same proportion to the total IMG charges as the omitted commercial portion bears to the broadcast's total commercial portion.

XI. Program/Publication Preparation.

A. IMG's Responsibility. IMG is responsible for providing Sponsor broadcast time or publication space for Sponsor-prepared advertising (or advertising prepared by Sponsor's advertising agency). Advertising production, talent charges and service charges, if any, are not covered under this Agreement but may be obtained through IMG for an additional service fee.

B. Right to Substitute for Nonreceipt – Broadcast/Publication. With respect to broadcast or publication advertisements, if, by the specified due date, IMG does not receive the material for a broadcast or publication, with approval required by this Section XI, then IMG will notify Sponsor orally and via written confirmation (e-mail transmission or otherwise). If Sponsor fails to provide IMG material for such broadcast within twenty-four (24) hours after the specified due date, then IMG will not be obligated to publish the applicable/corrected advertisement(s). IMG's failure to publish the applicable/corrected advertisement(s) due to Sponsor's failure to meet the deadline date, however, shall in no way relieve Sponsor of any of its obligations and duties hereunder, including its obligation to pay in full the Sponsorship Amount.

C. Advertisement Revisions. Sponsor shall be solely responsible for any requisite Advertising and Promotional Material revisions.

D. Advertisement Positions/Timing. Requested advertising positions/timing are not guaranteed unless noted herein.

E. Handling of Property and Mail. IMG will (i) exercise normal precautions but (ii) assume no liability for losses or damages to Advertising and Promotional Material or other property furnished by Sponsor (or its agency) in connection with IMG's broadcasts and/or publications hereunder.

XII. Insurance and Indemnification.

A. At all times during the Term, Sponsor shall carry: (i) commercial general liability insurance (including, without limitation, premises-operations, broad-form property damage, products and completed operations, contractual liability, independent contractors and personal and advertising injury) with a minimum combined single limit for each occurrence of at least One Million Dollars (\$1,000,000.00), a general aggregate of Two Million Dollars (\$2,000,000.00) and a separate products-completed operations aggregate of Two Million Dollars (\$2,000,000.00); (ii) commercial automobile liability insurance with a minimum combined single limit of at least One Million Dollars (\$1,000,000.00) for each accident; (iii) workers' compensation insurance, as required by applicable law; (iv) employer's liability insurance with minimum limits of not less than One Million Dollars (\$1,000,000.00) for each accident and One Million Dollars (\$1,000,000.00) for disease coverage for each employee and policy and (v) umbrella liability insurance with a minimum combined single limit for each occurrence of at least Five Million Dollars (\$5,000,000.00) and an aggregate of Five Million Dollars (\$5,000,000.00). Sponsor's automobile liability, general liability and umbrella liability policies are to (i) be written on a primary and non-contributory basis and (ii) name IMG College, LLC, and its parent, subsidiary and affiliated companies, including their respective directors, officers, employees and agents, as additional insureds. A waiver of subrogation in favor of IMG and its parent, subsidiary and affiliated companies, including their respective directors, officers, employees and agents should be included under the policies listed above. Sponsor will be responsible for paying any deductible or retention under its policies. Upon request, Sponsor will furnish IMG with certificates of insurance evidencing its compliance with the provisions of this Subsection XII.A.

B. Sponsor will save and hold harmless IMG, University and each of their officers, employees and contractors from all claims, damages, causes of action and judgments directly or indirectly resulting from (i) free premium items or free samples of Sponsor's merchandise or products distributed pursuant to this Agreement, (ii) the intentional or negligent acts or omissions of Sponsor, including its officers, employees, agents, invitees or contractors, while engaged (or preparing to engage) in any activity authorized hereunder, (iii) Sponsor's breach or default of the representations, warranties or other obligations contained herein and/or (iv) any advertisement Sponsor prepares in connection with this Agreement, including, without limitation: any claims or liabilities for libel, slander, illegal or unfair competition or trade practices; infringement of third-party or University-related trademarks, trade names or logos (other than University Marks); violations of rights of privacy, publicity, infringements of copyrights or musical performance rights and/or other proprietary rights or advertisements otherwise contrary to law.

C. IMG will save and hold harmless Sponsor and its officers, employees and contractors from all claims, damages, causes of action and judgments for the injury or death of any person or damage to property directly or indirectly resulting from (i) the intentional or negligent acts or omissions of IMG, its officers, employees, agents or contractors while engaged (or preparing to engage) in any activity authorized or required hereunder, (ii) a breach or default by IMG of the representations, warranties or other obligations contained herein and/or (iii) any approved use of University Marks as well as any advertisement prepared by IMG for Sponsor, including, without limitation: any claims or liabilities for libel, slander, illegal or unfair competition or trade practices; infringement of trademarks, trade names or logos; violations of rights of privacy, publicity, infringements of copyrights or musical performance rights and/or other proprietary rights or advertisements otherwise contrary to law.

D. Survival. The provisions of each of Subsections XII.B and XII.C, respectively, shall survive this Agreement's cancellation or termination.

To Sponsor: JW Ross
Botanic Tonics, LLC
740 Kingman Avenue
Santa Monica, California 90402

XV. General.

A. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all other agreements, whether oral or otherwise, between them. Any amendment of or modification to this Agreement must be in writing and signed by an authorized representative of each party.

B. Severability. If any provision of this Agreement, or the application of such provision to any person or circumstance, is held invalid, then the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected.

C. Confidentiality. Each party will maintain in confidence all of the other party's privileged and confidential information, to the extent it possesses any such material, as well as this Agreement's terms and conditions, except (i) as necessary, each party may provide such information to each of its respective employees, agents and/or representatives required to implement this Agreement and to obtain University's approval hereof, and (ii) when a proposed disclosure of any specific term or condition hereof by either party is authorized in advance by the other party.

D. Execution. This Agreement may be executed in counterparts and shall be deemed executed and binding upon execution by each party of a facsimile copy hereof. Original copies of this Agreement shall be executed by the parties after facsimile copies have been executed.

E. Subject to Laws, Regulations and Rules. This Agreement is subject to the Board of Regents' Trademark Policy and Rules and Regulations, University's rules and regulations, the NCAA's constitution, bylaws and regulations, the rules and regulations of the athletics conference to which University is a member and all federal, state and municipal laws and regulations now in force or which may be enacted in the future.

F. Assignment and Waiver. This Agreement, including the rights hereunder, may not be assigned or transferred by Sponsor without IMG's prior, written consent, which shall not be unreasonably withheld, conditioned or delayed. Except as approved by IMG, IMG will not be required to advertise hereunder for the benefit of any entity other than Sponsor. Either party's failure to enforce any provision hereunder will not be construed as a general relinquishment or waiver as to that or any other provision.

G. Controlling Law. The validity, interpretation and performance of this Agreement shall be controlled and construed under the laws of the State of Texas, which shall be the sole jurisdiction for any disputes. No provision of this Agreement shall be construed against or interpreted to the disadvantage of a party by any court or other governmental or judicial authority by reason of a party having or being deemed to have structured or dictated such provision.

IN WITNESS WHEREOF, each party has executed this Agreement as of the date indicated below.

IMG College, LLC

By: *Scott Willingham*
Scott Willingham (Jan 6, 2022 17:59 CST)

Name: Scott Willingham

Title: General Manager

Date: 01/06/2022

Botanic Tonics, LLC

By: *Jerry Ross*
Jerry Ross (Jan 6, 2022 11:56 PST)

Name: Jerry Ross

Title: managing member

Date: 01/06/2022

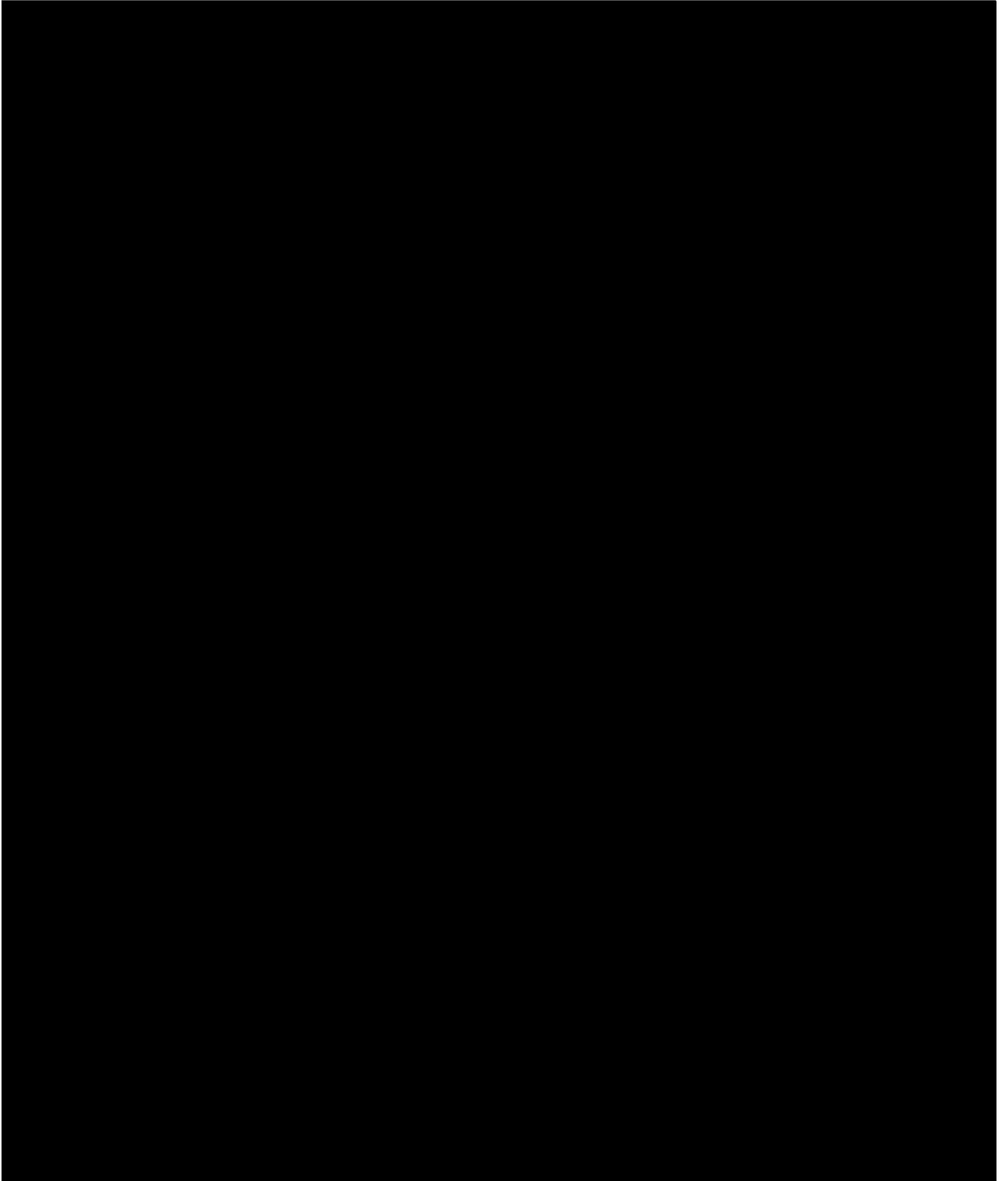
Exhibit A

University Marks

University is the owner of all rights, title and interest in and to the below:

Texas <small>Current Revision Date: 01/17/20</small>		Verbiage						
Established: 1883	Location: Austin, TX	Mascot: Longhorn	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none; vertical-align: top;"> The University of Texas at Austin The University of Texas University of Texas Texas Longhorns UT U.T. </td> <td style="width: 50%; border: none; vertical-align: top;"> UT Austin Hook 'Em (alternate mascot name) Hook 'em Hook 'em, Horns *NOTE: Parenthesis indicates an appropriate use in single quotes. For certain fonts, it will look like this: * The following is incorrect: * Ewvs </td> </tr> <tr> <td style="border: none; vertical-align: top;"> Horns Daniel K Royal - Texas Memorial Stadium *NOTE: There is no period after the #. DKR - Texas Memorial Stadium Royal - Texas Memorial Stadium Campbell - Williams Field </td> <td style="border: none;"></td> </tr> </table>		The University of Texas at Austin The University of Texas University of Texas Texas Longhorns UT U.T.	UT Austin Hook 'Em (alternate mascot name) Hook 'em Hook 'em, Horns *NOTE: Parenthesis indicates an appropriate use in single quotes. For certain fonts, it will look like this: * The following is incorrect: * Ewvs	Horns Daniel K Royal - Texas Memorial Stadium *NOTE: There is no period after the #. DKR - Texas Memorial Stadium Royal - Texas Memorial Stadium Campbell - Williams Field	
The University of Texas at Austin The University of Texas University of Texas Texas Longhorns UT U.T.	UT Austin Hook 'Em (alternate mascot name) Hook 'em Hook 'em, Horns *NOTE: Parenthesis indicates an appropriate use in single quotes. For certain fonts, it will look like this: * The following is incorrect: * Ewvs							
Horns Daniel K Royal - Texas Memorial Stadium *NOTE: There is no period after the #. DKR - Texas Memorial Stadium Royal - Texas Memorial Stadium Campbell - Williams Field								
Conference: Big 12	Mascot Name: Devo (live), Hook 'Em (costumed)							
Burnt Orange	White	Dark Gray	Black					
PANTONE 7685 C CMYK: 0, 47, 90, 24 RGB: 176, 92, 46 TCK: 14-1449 MADERA Rayon: 1021 Polyneon: 1621	White CMYK: 0, 0, 0, 0 RGB: 255, 255, 255 MADERA Rayon: 1001 Polyneon: 1801	PANTONE 447 C CMYK: 60, 30, 40, 90 RGB: 66, 66, 64 MADERA Rayon: 1241 Polyneon: 1841	PANTONE Process Black C CMYK: 0, 0, 0, 100 RGB: 44, 42, 41 MADERA Rayon: 1000 Polyneon: 1800					
Approved University colors or the "PANTONE" colors listed on this page must be used. The colors on this page are not intended to match PANTONE color standards. For PANTONE color standards, refer to the current editions of the PANTONE color publications. "PANTONE" is a registered trademark of PANTONE, Inc.								
Primary Marks								
1	2	3	4	5				
Logo may also be allowed in orange on limited back								

Exhibit B



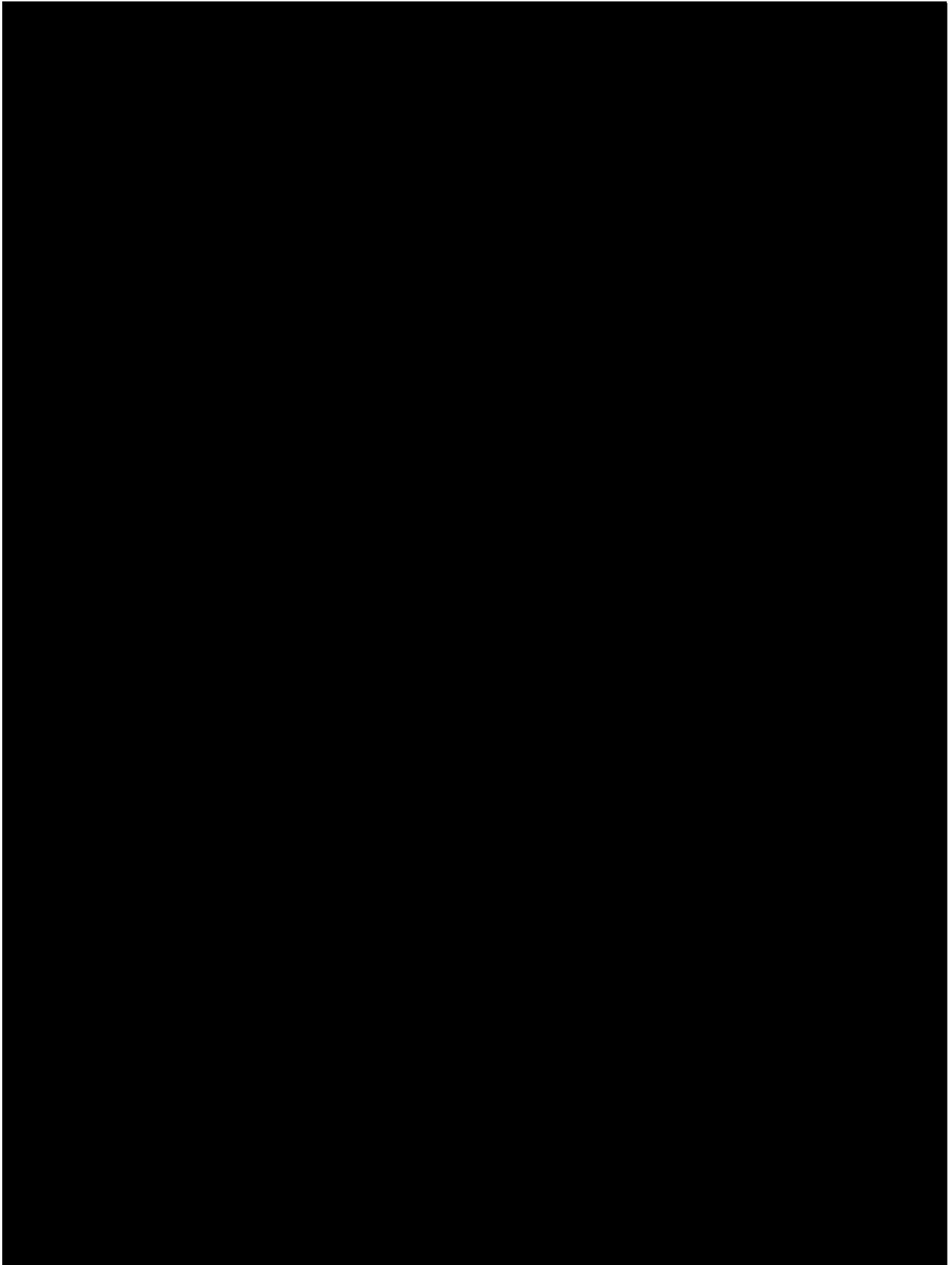




Exhibit C

