VENUE PARTICIPATION AND ADVERTISING SPACE LICENSE AGREEMENT

Last Updated: May 04, 2026

This Venue Participation and Advertising Space License Agreement ("Agreement") is entered into between **Uniquely Captive Media, LLC**, an Illinois limited liability company ("UC Media"), and the business entity or individual identified in the online enrollment form submitted in connection with this Agreement ("Venue"). By checking the acceptance box and submitting the enrollment form, Venue agrees to be legally bound by this Agreement as of the date of form submission ("Effective Date"). UC Media's publication of this Agreement and acceptance of Venue's enrollment form constitutes UC Media's acceptance. No countersignature by UC Media is required for this Agreement to be valid and binding.

Venue's identifying information, business address, and notice address, as submitted in the enrollment form, are incorporated into this Agreement by reference and shall serve as the Venue-specific terms for all purposes herein. UC Media and Venue may be referred to individually as a "Party" and collectively as the "Parties."

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1. PURPOSE AND RELATIONSHIP

1.1 Purpose. Venue owns, leases, or controls certain restroom facilities within its place of business ("Premises"). UC Media operates an out-of-home advertising media business and desires to place and manage advertising displays within Venue's restroom facilities. Venue desires to permit such placement in exchange for a share of advertising revenue, on the terms and conditions set forth herein.

1.2 Independent Parties. The Parties are independent contracting parties. Nothing in this Agreement shall be deemed to create any partnership, joint venture, agency, fiduciary, franchise, or employment relationship between the Parties. Neither Party shall have authority to bind the other to any obligation, representation, or agreement except as expressly set forth herein.

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2. VENUE REPRESENTATIONS, WARRANTIES, AND COVENANTS

2.1 Authority and Right to Grant License. Venue represents and warrants that:

(a) Venue has full legal right, title, authority, and power to enter into this Agreement and grant the license described herein;

(b) The Licensed Areas are not subject to any prior grant, restriction, encumbrance, lease provision, or covenant that would conflict with or impair UC Media's rights under this Agreement;

(c) If Venue leases the Premises from a third-party landlord, Venue has obtained or will obtain, prior to installation, all necessary landlord consents required to permit UC Media's Displays;

(d) Venue is duly organized, validly existing, and in good standing under the laws of its state of formation, and the person completing the enrollment form on behalf of Venue has full authority to bind Venue to this Agreement; and

(e) There is no pending or threatened litigation, regulatory action, or claim that would materially affect Venue's ability to perform its obligations hereunder.

2.2 Ongoing Covenants. Throughout the Term, Venue covenants that it shall:

(a) Maintain the Licensed Areas in a clean, safe, and reasonably lit condition suitable for the display and visibility of Displays;

(b) Not interfere with, obstruct, cover, damage, tamper with, or permit any third party to interfere with any Display;

(c) Promptly notify UC Media of any damage to, vandalism of, or complaint regarding any Display;

(d) Not grant any right, license, or permission to any third party to place advertising, promotional materials, or paid messaging within the Licensed Areas without UC Media's prior written consent; and

(e) Comply with all applicable laws, regulations, and ordinances with respect to the Premises and Licensed Areas.

2.3 Breach of Warranty. If any representation or warranty in Section 2.1 is found to be materially false or misleading, UC Media shall have the right to terminate this Agreement immediately upon written notice, and Venue shall be liable for all direct damages, costs, and losses suffered by UC Media as a result, including but not limited to lost projected revenue for the remainder of the then-current Term.

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3. GRANT OF LICENSE AND EXCLUSIVITY

3.1 License Grant. Venue hereby grants to UC Media an exclusive, non-possessory license to install, display, maintain, inspect, repair, replace, and remove advertising displays, frames, mounts, screens, and related materials (collectively, "Displays") within the restroom areas of the Premises as mutually identified by the Parties in writing ("Licensed Areas"). UC Media's rights in the Licensed Areas are limited to those expressly granted herein and do not constitute a leasehold or possessory interest.

3.2 Exclusive Bathroom Advertising Rights. During the Term, UC Media shall be the sole and exclusive provider of third-party advertising within the Licensed Areas. Venue shall not permit any other advertising, promotional signage, commercial messaging, QR codes linking to paid content, or any other paid or sponsored materials within the Licensed Areas without UC Media's prior written consent, which may be withheld in UC Media's sole discretion.

3.3 Scope of UC Media's Control. UC Media shall have sole and absolute discretion regarding:

(a) Advertiser selection and approval;

(b) Advertising content, subject to Section 7 (Content Standards);

(c) Rotation, scheduling, and replacement of advertisements;

(d) Format, size, and placement of Displays within the Licensed Areas; and

(e) Pricing and commercial terms with advertisers.

Venue shall have no approval rights over advertisers or advertising content except as expressly stated in Section 7.

3.4 No Interference. Venue acknowledges that UC Media's exclusive rights and the integrity of Displays are material inducements to this Agreement. Any unauthorized interference by Venue, including but not limited to covering, removing, defacing, or obstructing any Display, shall constitute a material breach of this Agreement.

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4. TERM AND RENEWAL

4.1 Initial Term. The initial term of this Agreement shall be five (5) years commencing on the Effective Date ("Initial Term").

4.2 Automatic Renewal. Upon expiration of the Initial Term, this Agreement shall automatically renew for successive five (5) year periods ("Renewal Terms," and together with the Initial Term, the "Term"), unless either Party provides written notice of non-renewal to the other Party no fewer than ninety (90) days prior to the expiration of the then-current Term.

4.3 Early Termination for Cause. Either Party may terminate this Agreement upon written notice if the other Party materially breaches this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice specifying the nature of the breach in reasonable detail; provided, however, that if the nature of the breach is such that it cannot reasonably be cured within thirty (30) days, the breaching Party shall not be in default if it commences cure within such period and diligently pursues cure to completion within sixty (60) days of the original notice.

4.4 Venue Early Termination Without Cause — Liquidated Damages. Venue acknowledges that UC Media's business model depends on the stability and duration of venue relationships, and that UC Media will incur substantial costs and lost revenue if Venue terminates this Agreement early without cause. Accordingly, if Venue terminates this Agreement prior to the end of the then-current Term without cause, or if this Agreement is terminated by UC Media due to Venue's uncured material breach, Venue shall pay to UC Media, as liquidated damages and not as a penalty, an amount equal to the average monthly Net Advertising Revenue attributable to Venue over the preceding six (6) months (or the full operating period if shorter), multiplied by the number of full and partial months remaining in the then-current Term. The Parties agree that this formula represents a reasonable estimate of UC Media's actual damages, which would otherwise be difficult to calculate with certainty.

4.5 Venue Renovation or Relocation. If Venue intends to renovate, remodel, close, or materially alter the Licensed Areas in a manner that would require temporary or permanent removal or relocation of Displays, Venue shall provide UC Media with no fewer than ninety (90) days' prior written notice. The Parties shall negotiate in good faith to accommodate such changes. If the Parties are unable to agree on an acceptable accommodation within thirty (30) days of such notice, UC Media may elect to treat such circumstances as a termination by Venue without cause under Section 4.4.

4.6 Effect of Termination. Upon expiration or termination of this Agreement:

(a) UC Media shall remove Displays within thirty (30) days following the later of: (i) the effective date of termination, or (ii) Venue's provision of reasonable access for removal;

(b) All accrued but unpaid revenue share obligations shall survive termination and remain due and payable;

(c) Sections 2.3, 4.4, 6, 8, 9, 10, 11, 12, and 13 shall survive expiration or termination; and

(d) Each Party shall promptly return or destroy the other Party's Confidential Information, except as required to be retained by applicable law.

4.7 Holdover. If UC Media's Displays remain in the Licensed Areas after the expiration or termination of this Agreement due to Venue's failure to provide reasonable access for removal, this Agreement shall be deemed to continue on a month-to-month basis on the same terms and conditions, including the revenue share, until such time as UC Media completes removal. Such holdover shall not be construed as a waiver of any of UC

Media's rights or remedies.

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5. REVENUE SHARE, REPORTING, AND AUDIT RIGHTS

5.1 Revenue Share. Venue shall be entitled to forty percent (40%) of Net Advertising Revenue received by UC Media attributable to advertisements displayed at the Venue during the applicable payment period ("Venue Revenue Share").

5.2 Definition of Net Advertising Revenue. "Net Advertising Revenue" means gross advertising revenue actually received by UC Media in cleared funds from advertisers with respect to Displays at the Venue, less the following deductions, each of which must be documented:

(a) Advertiser refunds and chargebacks actually issued;

(b) Sales taxes and similar governmental charges actually remitted;

(c) Documented commissions paid to independent third-party sales agencies or representatives, not to exceed fifteen percent (15%) of gross revenue; and

(d) Credit card processing fees or similar transactional fees actually incurred.

For the avoidance of doubt, "Net Advertising Revenue" shall not be reduced by UC Media's internal overhead, salaries, general and administrative expenses, or any inter-company charges.

5.3 Payment Timing. Revenue share payments shall be made monthly, no later than the last day of the calendar month following the month in which UC Media receives cleared payment from the applicable advertiser. Payments more than fifteen (15) days past due shall accrue interest at the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law.

5.4 Monthly Reporting. Concurrent with each monthly payment (or in the event no payment is due, within the same timeframe), UC Media shall provide Venue with a written revenue statement setting forth, in reasonable detail: (a) gross advertising revenue received attributable to Venue; (b) each category of permitted deductions; (c) Net Advertising Revenue; and (d) the resulting Venue Revenue Share calculation.

5.5 Audit Rights. Venue shall have the right, upon no fewer than fifteen (15) business days' prior written notice and no more than once per calendar year, to audit or cause an independent certified public accountant to audit UC Media's books and records solely as they relate to revenue attributable to the Venue for the preceding twenty-four (24) months. Such audit shall be conducted during normal business hours at UC Media's principal place of business or, at UC Media's election, remotely via secure access to relevant records, at Venue's expense; provided, however, that if the audit reveals an underpayment to Venue in excess of five percent (5%) of the amount actually owed for the audited period, UC Media shall bear the reasonable cost of such audit and shall promptly pay the deficiency plus interest as provided in Section 5.3.

5.6 No Guaranteed Minimum. Venue acknowledges that advertising revenue is subject to market conditions and is not guaranteed. Any calculations in any sales materials were simplified for illustrative purposes only, and actual results are likely to vary. UC Media makes no representation, warranty, or guarantee regarding minimum earnings, revenue levels, or advertiser demand.

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6. INSTALLATION, ACCESS, AND MAINTENANCE

6.1 Installation and Removal. UC Media shall install and remove Displays at its sole cost and expense, using commercially reasonable methods designed to avoid material damage to Venue's property. UC Media shall repair any material damage to the Licensed Areas caused directly by its installation or removal activities.

6.2 Access. Venue shall provide UC Media and its authorized agents and contractors with reasonable access to the Licensed Areas during normal business hours, and at other times upon reasonable advance notice, for purposes of installation, inspection, maintenance, repair, replacement, and removal of Displays. Venue shall not unreasonably withhold, condition, or delay such access.

6.3 Maintenance. UC Media shall be responsible for maintaining Displays in good working order and presentable condition. In the event of damage to a Display caused by Venue, Venue's employees, contractors, or invitees, Venue shall promptly notify UC Media and shall be responsible for the reasonable cost of repair or replacement of such Display.

6.4 Alterations. UC Media shall not make any material structural alteration to the Licensed Areas without Venue's prior written consent. Any approved alterations shall be made at UC Media's cost and shall, at UC Media's election, either be removed upon termination or left in place if Venue consents.

6.5 Title to Displays. All Displays and related equipment installed by UC Media shall at all times remain the sole and exclusive personal property of UC Media. Venue shall have no lien, security interest, or claim of ownership in any Display. Venue shall, upon request, execute and deliver to UC Media a landlord waiver or similar instrument confirming UC Media's ownership of the Displays and waiving any lien rights.

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7. CONTENT STANDARDS

7.1 Prohibited Content. UC Media shall not knowingly display advertisements that are: (a) unlawful under applicable federal, state, or local law; (b) obscene or pornographic; (c) explicitly promoting illegal drugs or controlled substances; (d) targeting minors with age-inappropriate content; or (e) patently offensive to a reasonable person under community standards. UC Media shall use commercially reasonable efforts to screen advertising content against these standards.

7.2 Venue-Specific Content Restrictions. If Venue has legitimate, good-faith objections to specific categories of advertising content (e.g., competing businesses, politically partisan content, alcohol advertising in family-oriented venues), Venue may submit such restrictions in writing to UC Media within fourteen (14) days following the Effective Date. UC Media will use commercially reasonable efforts to accommodate reasonable written content restrictions that are mutually agreed upon and documented in a written addendum to this Agreement. No verbal content restrictions shall be binding on UC Media. Content restrictions not submitted within the foregoing period shall be deemed waived unless otherwise agreed in writing.

7.3 Venue Disassociation. All Displays shall clearly indicate that advertisements are placed by UC Media and do not constitute an endorsement by Venue. UC Media shall not use Venue's name, logo, trademark, or branding in any advertising content or marketing materials without Venue's prior written consent.

7.4 Advertiser Compliance. UC Media shall include in its agreements with advertisers representations and warranties that advertising content does not infringe any third-party intellectual property rights, does not contain false or misleading claims, and complies with applicable law. UC Media's indemnification obligations under Section 9.1 shall apply to claims arising from advertiser-submitted content.

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8. NON-SOLICITATION AND NON-CIRCUMVENTION

8.1 Non-Circumvention. During the Term and for a period of twelve (12) months following the expiration or termination of this Agreement, Venue shall not, directly or indirectly: (a) solicit, contact, or enter into any advertising, sponsorship, or promotional arrangement with any advertiser, agency, or brand that was introduced to Venue through UC Media's network or that Venue became aware of through its relationship with UC Media; or (b) take any action designed to circumvent UC Media's role as the exclusive advertising intermediary for the Licensed Areas or to deprive UC Media of the economic benefit of this Agreement.

8.2 Remedy. Venue acknowledges that any breach of this Section 8 would cause irreparable harm to UC Media for which monetary damages would be an inadequate remedy, and that UC Media shall be entitled to seek injunctive relief in addition to all other available remedies, without the requirement of posting bond.

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9. INDEMNIFICATION

9.1 UC Media Indemnification. UC Media shall defend, indemnify, and hold harmless Venue and its officers, directors, members, employees, and agents from and against any third-party claims, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from or related to: (a) the content of advertisements placed by UC Media, including claims of intellectual property infringement, defamation, or false advertising; (b) UC Media's installation, maintenance, or removal of Displays, to the extent caused by UC Media's negligence or willful misconduct; or (c) UC Media's material breach of this Agreement.

9.2 Venue Indemnification. Venue shall defend, indemnify, and hold harmless UC Media and its officers, directors, members, employees, and agents from and against any third-party claims, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from or related to: (a) any condition of the Premises or Licensed Areas, except to the extent caused by UC Media's negligence or willful misconduct; (b) Venue's material breach of this Agreement, including any breach of Venue's representations and warranties in Section 2; (c) any claim by Venue's landlord or any third party arising from Venue's failure to obtain required consents under Section 2.1(c); or (d) Venue's negligence or willful misconduct.

9.3 Indemnification Procedure. The Party seeking indemnification ("Indemnitee") shall: (a) promptly notify the indemnifying Party ("Indemnitor") in writing of any claim for which indemnification is sought, provided that failure to provide timely notice shall not relieve the Indemnitor of its obligations except to the extent the Indemnitor is materially prejudiced by such failure; (b) grant the Indemnitor sole control over the defense and settlement of such claim, provided that the Indemnitor shall not settle any claim that imposes any obligation or liability on the Indemnitee without the Indemnitee's prior written consent; and (c) provide reasonable cooperation to the Indemnitor at the Indemnitor's cost.

9.4 Limitation of Liability. In no event shall either Party be liable to the other for any consequential, incidental, indirect, special, or punitive damages, or for lost profits, lost business, or loss of goodwill, arising out of or related to this Agreement, even if such Party has been advised of the possibility of such damages; provided, however, that this limitation shall not apply to: (a) a Party's indemnification obligations under Sections 9.1 and 9.2 with respect to third-party claims; (b) damages arising from a Party's gross negligence or willful misconduct; or (c) Venue's liquidated damages obligations under Section 4.4.

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10. INSURANCE

10.1 UC Media Insurance. UC Media shall, throughout the Term, obtain and maintain at its own expense the following insurance coverages with carriers rated no less than A-VII by A.M. Best:

(a) Commercial General Liability insurance with limits of no less than One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in the aggregate; and

(b) Such other insurance as is customary for businesses of a similar nature and size.

10.2 Certificate of Insurance. Upon Venue's written request, UC Media shall provide Venue with a current certificate of insurance evidencing the coverages required under this Section 10.

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11. CONFIDENTIALITY

11.1 Confidential Information. Each Party (as "Receiving Party") agrees that all non-public information disclosed by the other Party (as "Disclosing Party") in connection with this Agreement, including without limitation the financial terms of this Agreement, location-specific revenue data, advertiser identities and pricing, business strategies, customer lists, and operational methods, shall be treated as confidential ("Confidential Information") and shall not be disclosed to any third party, other than the associated Referral Partner, or used for any purpose other than performing obligations or exercising rights under this Agreement.

11.2 Exceptions. Confidential Information shall not include information that: (a) is or becomes publicly known through no breach of this Agreement by the Receiving Party; (b) was rightfully known to the Receiving Party prior to disclosure without restriction; (c) is independently developed by the Receiving Party without use of or reference to the Confidential Information; or (d) is required to be disclosed by applicable law, court order, or regulatory authority, provided the Receiving Party gives the Disclosing Party prompt prior written notice and cooperates with any effort to seek a protective order.

11.3 Survival. The obligations of this Section 11 shall survive termination or expiration of this Agreement for a period of three (3) years.

11.4 Injunctive Relief. The Parties acknowledge that breach of this Section 11 would cause irreparable harm for which monetary damages would be inadequate, and that the non-breaching Party shall be entitled to seek injunctive or other equitable relief without the requirement of posting bond.

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12. NO AGENCY; LIMITATION OF AUTHORITY

12.1 No Authority to Bind. Venue acknowledges and agrees that no independent contractor, installer, salesperson, representative, or agent of UC Media has any authority to bind UC Media to any agreement, representation, obligation, amendment, or modification beyond the terms set forth in this Agreement.

12.2 Amendments. No amendment, modification, or waiver of any provision of this Agreement shall be valid or binding unless made in writing and executed by an authorized representative of UC Media and by an authorized representative of Venue. No oral modification or course of dealing shall constitute an amendment of this Agreement.

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13. DISPUTE RESOLUTION

13.1 Good Faith Negotiation. In the event of any dispute, controversy, or claim arising out of or relating to this Agreement, or the breach, termination, or validity thereof ("Dispute"), the Parties shall first attempt to resolve the Dispute through good faith negotiation between senior representatives of each Party for a period of not less than fifteen (15) days following written notice of the Dispute.

13.2 Mediation. If the Dispute is not resolved through negotiation within fifteen (15) days, either Party may submit the Dispute to non-binding mediation administered by a mutually agreed mediator. The costs of mediation shall be shared equally by the Parties. Mediation shall be a condition precedent to litigation, except that either Party may seek emergency injunctive or equitable relief in a court of competent jurisdiction without first engaging in mediation.

13.3 Litigation. If mediation does not result in resolution within thirty (30) days of commencement, either Party may pursue its available legal remedies in a court of competent jurisdiction as provided in Section 14.

13.4 Prevailing Party Fees. In any litigation or arbitration arising out of or relating to this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees, court costs, and other litigation expenses from the non-prevailing Party.

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14. GOVERNING LAW AND JURISDICTION

14.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to its conflict-of-laws principles.

14.2 Jurisdiction and Venue. Each Party irrevocably consents to the exclusive jurisdiction and venue of the state and federal courts located in Cook County, Illinois for the resolution of any Dispute not resolved through the procedures set forth in Section 13. Each Party waives any objection to the laying of venue in such courts and any claim that such courts are an inconvenient forum.

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15. FORCE MAJEURE

Neither Party shall be liable to the other for any delay or failure to perform its obligations under this Agreement (other than payment obligations for amounts already accrued) to the extent such delay or failure is caused by events beyond such Party's reasonable control, including but not limited to acts of God, natural disasters, pandemics, governmental actions, war, terrorism, labor strikes not involving the affected Party's employees, or utility failures ("Force Majeure Event"), provided that the affected Party: (a) promptly notifies the other Party in writing of the Force Majeure Event and its expected duration; (b) uses commercially reasonable efforts to mitigate the effects of and overcome the Force Majeure Event; and (c) resumes performance as soon as reasonably practicable. If a Force Majeure Event continues for more than ninety (90) days, either Party may terminate this Agreement upon written notice without liability, except for payment obligations already accrued.

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16. MISCELLANEOUS

16.1 Assignment. UC Media may assign this Agreement, or any of its rights or obligations hereunder, without Venue's consent to: (a) any affiliate or subsidiary of UC Media; (b) any successor entity in connection with a merger, acquisition, or sale of all or substantially all of UC Media's assets; or (c) any lender or financing source as collateral security for a financing arrangement. Venue may not assign this Agreement or any of its rights or obligations hereunder without UC Media's prior written consent, which may be withheld in UC Media's sole discretion. Any assignment by Venue in connection with a sale or transfer of the Premises shall require the assignee to execute a written assumption of all Venue's obligations under this Agreement as a condition of UC Media's consent. Any purported assignment in violation of this Section shall be null and void.

16.2 Notices. All notices, requests, demands, consents, and other communications required or permitted under this Agreement shall be in writing and shall be deemed duly given when: (a) delivered personally; (b) sent by nationally recognized overnight courier with tracking confirmation; (c) sent by certified mail, return receipt requested, postage prepaid; or (d) sent by email with written confirmation of receipt (not including auto-reply).

> If to UC Media: Uniquely Captive Media, LLC, Attn: Patrick Driscoll, 2261 Jack Nicklaus Dr., Belleville, IL 62220; Patrick@uniquelycaptive.com.

> If to Venue: The address and contact information submitted by Venue in the online enrollment form, as may be updated by Venue in writing to UC Media.

16.3 Entire Agreement. This Agreement, together with any exhibits or written addenda attached hereto, constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior and contemporaneous negotiations, representations, warranties, agreements, and understandings, whether oral or written.

16.4 Waiver. No failure or delay by either Party in exercising any right or remedy under this Agreement shall operate as a waiver thereof. No single or partial exercise of any right or remedy shall preclude any other or further exercise thereof.

16.5 Severability. If any provision of this Agreement is held invalid, illegal, or unenforceable, such provision shall be modified to the minimum extent necessary to make it enforceable, and the remaining provisions shall continue in full force and effect.

16.6 Electronic Signatures and Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Electronic and digital signatures shall be deemed valid and binding to the same extent as original ink signatures under applicable law, including the Electronic Signatures in Global and National Commerce Act (E-SIGN).

16.7 Construction. This Agreement shall be construed without regard to any presumption or rule requiring construction against the Party causing this Agreement to be drafted. The headings in this Agreement are for convenience only and shall not affect its interpretation.

16.8 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their permitted successors and assigns. Nothing herein shall create or be deemed to create any third-party beneficiary rights.

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17. FORMATION AND ACCEPTANCE

By checking the box labeled *"I agree to the Venue Partnership Agreement"* and submitting the enrollment form, Venue represents and warrants that:

> (a) The individual completing the form has full legal authority to bind Venue to this Agreement;

> (b) All information submitted in the enrollment form is accurate and complete; and

> (c) Venue has read, understands, and agrees to be bound by this Agreement in its entirety.

A timestamped record of Venue's acceptance, including the IP address, date, time, and enrollment form data, will be retained by UC Media as evidence of formation. This electronic acceptance constitutes a valid and binding signature under the Electronic Signatures in Global and National Commerce Act (E-SIGN) and applicable Illinois law.
