

Promotion Agreement

This Promotion Agreement (the "**Agreement**") is made this 19th of January 2023 between:

- (1) **Top Trumps USA, Inc.**, a Delaware corporation with a mailing address of 150 Chestnut Street, 4th Floor Unit #9, Providence, RI 02903 ("**Top Trumps**"); and
- (2) **Lexington-Fayette Urban County Government**, an urban county government organized pursuant to Chapter 67A of the Kentucky Revised Statutes with a mailing address of 200 E. Main Street Lexington, KY 40507 (the "**Advertiser**");

(each, a "**Party**" and together, the "**Parties**");

WHEREAS

- (A) Top Trumps is designing a Lexington Edition of Monopoly (the "**Game**"), which Top Trumps intends to launch and offer for sale on or around June 2023 (the "**Launch Date**"); and
- (B) The Advertiser wishes to be featured in, and Top Trumps has agreed to feature the Advertiser in, the Game on the terms and conditions set out in this Agreement; and
- (C) In order to appear in the Game, the Advertiser agrees to provide Top Trumps with any of the Advertiser's name, trademark, logo, image and/or artwork, (except for images incorporating the design of a blue horse facing to the left and registered as U.S. Reg. No. 3,654,524 and U.S. Reg. No. 3,837,360, Kentucky service mark "Horse Capital of the World", and the federal trademark "Lexington KY Horse Capital of the World", which shall not form part of the Advertiser IP because they are owned by Lexington Convention and Visitors Bureau), which the Advertiser would like to be included in the Game (collectively, the "**Advertiser's IP**"), within a timeframe to be advised by Top Trumps to enable Top Trumps to have sufficient time in which to design and arrange for the manufacture of the Game in advance of the Launch Date.

IN CONSIDERATION for the payment of the Fee (as such term is defined in clause 11 below) set out in this Agreement and for other good and valuable consideration, Top Trumps and the Advertiser agree as follows:

GRANT OF RIGHT

- 1 The Advertiser hereby grants to Top Trumps a non-exclusive, irrevocable, royalty free license to use any of the Advertiser's IP (as supplied by the Advertiser to Top Trumps) on and in conjunction with the Game and, without limitation, any promotional, advertising or marketing materials for the Game (together the "**Associated Materials**"). Use of the Advertiser's IP by Top Trumps will be strictly in accordance with the terms of this Agreement and in collaboration between the Parties.
- 2 This license extends to (without limitation), the right for Top Trumps to design, create, manufacture, advertise, market, promote, offer for sale, sell or otherwise distribute copies of the Game (in all cases whether directly or indirectly at Top Trumps' instruction) in accordance with the terms of this Agreement.

PROMOTIONAL PLACEMENT

- 3 Top Trumps will place one or more of the name, trademark, logo, artwork and/or an image of the Advertiser (as may be part of the Advertiser's IP and as agreed with the Advertiser) on a Brown 1 square of the Game, under the name Raven Run Nature Sanctuary, on a Brown 2 square of the Game, under the name Jacobson Park, on a Yellow 3 square of the Game, under the name Isaac Murphy Memorial Art Garden and on a Green 2 square of the Game, under the name Kearney Hill Golf Links.
- 4 Top Trumps will place one or more of the name, trademark, logo, artwork and/or an image provided by the Advertiser (as may be part of the Advertiser's IP and as agreed with the Advertiser) on a Chance

or Community Chest Card, referencing the name Thriller Parade, on a Chance or Community Chest Card, referencing the Equestrian Program at Masterson Station Park, on a Chance or Community Chest Card, referencing Woodland Park Aquatic Center, and on a Chance or Community Chest Card, referencing the Dirt Bowl Basketball League Tournament at Douglass Park, for a total of four (4) Chance or Community Chest Cards referencing the Advertiser as described above.

- 5 The Advertiser agrees to supply to Top Trumps those elements of the Advertiser's IP which the Parties have agreed are to be included in the Game. Top Trumps reserves the right to reject any materials within the Advertiser's IP which Top Trumps considers to be obscene, rude, defamatory, derogatory or likely to adversely affect the goodwill and reputation of the Monopoly brand and trademarks. The Advertiser will have the right to reasonably approve the appearance of its squares and any Chance or Community Chest Cards which feature the Advertiser's IP in the Game before the Game is submitted for manufacture. Where more than one image, logo or artwork is supplied by the Advertiser, the Parties shall collaborate on their placement, but Top Trumps shall have final determination of which elements of the Advertiser's IP should be included in the Game and their size and placement, mindful of the overall appearance of the Game and, in so far as is possible, in compliance with the Advertiser's branding guidelines that Advertiser may provide to Top Trumps regarding use of Advertiser's IP. In the event that the Advertiser is also to appear on the board or packaging montage for the Game, such appearance will be at Top Trumps' sole discretion yet in compliance with any Advertiser's branding guidelines which the Advertiser may provide to Top Trumps regarding use of Advertiser's IP (in light of Top Trumps' obligation of confidentiality towards all advertisers appearing in the Game).
- 6 The Advertiser acknowledges and accepts that similar businesses to the Advertiser may appear on the Game. For reasons of confidentiality, the Advertiser shall not receive disclosure as to the identity of any other advertiser or business which shall be included on the Game ahead of its publication.
- 7 The Advertiser disclaims the right to the inclusion in, on or on the packaging of, or in respect of the advertisement, promotion, marketing, offering for sale, sale or other distribution of the Game, of a copyright, trademark or other intellectual property right notice in respect of the use of the Advertiser's name, logo and/or image in the Game.

DISTRIBUTION

- 8 Top Trumps will design, manufacture (or arrange the manufacture of), advertise, promote, market, offer for sale, sell or otherwise distribute the Game. Top Trumps anticipates commencing distribution (including the offer for sale) of the Game in or around the Launch Date, which is anticipated to be June 2023, although the Launch Date could be later (at Top Trumps' discretion and without liability or penalty for Top Trumps in the event of a delay to the Launch Date, except as provided in clause 12). Within thirty (30) days of becoming aware of any material delays to the Launch Date, Top Trumps shall notify the Advertiser in writing, and shall update the Advertiser as to the new target launch date. The Game may be advertised, distributed or offered for sale by Top Trumps (directly or indirectly via distributors) or through third party wholesale and retail channels (subject to retail demand) both online and via any other distribution channels.
- 9 On or around the Launch Date, the Advertiser will be entitled to receive twelve (12) copies of the Game at no cost and to purchase additional copies of the Game from Top Trumps by requesting a quote for such copies from Scott Whitney (scott.whitney@toptrumps.com).
- 10 The Advertiser may distribute their purchased copies of the Game as gifts and/or may sell their purchased copies through their wholly owned retail channels. The Advertiser may not use the Monopoly

trademark, brand or logo in advertising, promotional or marketing material without the prior written permission of Top Trumps (not to be unreasonably withheld).

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THE FEE

- 11 The Advertiser will pay Top Trumps the total amount of \$7,497.00 in respect of its inclusion in the Game (the "Fee"). The Fee is fixed for the Term (as such term is defined in clause 29 below) and subject to any late payment interest fees that may be applicable (as defined in clause 15 below).
- 12 The Advertiser shall pay the full amount in U.S. Dollars within 30 days of the date of invoice. In the event that the Launch Date is delayed for eighteen (18) months or more, the Advertiser shall be entitled to terminate the Agreement upon written notice to Top Trumps and receive a full refund of any amount already paid to Top Trumps in relation to the Game.
- 13 On entering into this Agreement the Advertiser agrees and undertakes to pay the Fee in full without set off, deduction, discount or withholding, irrespective of the early termination of this Agreement unless such termination is pursuant to Top Trumps terminating the Agreement (i) for convenience or (ii) because the Hasbro License (defined below) has expired without renewal, has terminated or notice of termination has been given.
- 14 [Not used].
- 15 In the event of late payment of the Fee (or any due payment thereof), interest shall accrue at a rate of 1% per month or fraction thereof as set forth in KRS 65.140 commencing on the date such payment became late and continuing until the date of payment of both the Fee and all applicable interest. Any delay in payment of the Fee will constitute a material breach of this Agreement and Top Trumps shall have the right to terminate the Agreement for late or non-payment of the Fee without prejudice to its ability to recover payment and/or obtain other remedies in respect of late or non-payment.
- 16 The Fee is only in respect of the inclusion of the Advertiser's IP in the current edition of the Game and for the duration of the Term (as such term is defined in clause 30 below) or any reprints of the Game (if beyond the end of the Term). In the event that an updated edition of the Game is to be distributed beyond the Term, the Parties shall have the right (but not the obligation) to negotiate an additional fee in respect of such renewed placement of the Advertiser's IP. In the event that Top Trumps elects to continue with the manufacture and sale of the Game beyond the end of the Term (subject to retail demand), no further fee will be payable.

INTELLECTUAL PROPERTY

- 17 All intellectual property rights, title, interest and goodwill created or arising from any or all of the design, development, manufacture, advertisement, marketing, promotion, offer for sale, sale and/or distribution of the Game, shall vest absolutely and without encumbrance in Top Trumps (whether for Top Trumps to retain or to assign to Hasbro International Inc., owner of all intellectual property rights in and to the Monopoly board game ("Hasbro" – which definition shall be deemed to include its group companies, successors and assigns)), save that nothing in this Agreement transfers (or shall be construed transferring) to a Party any right, title or interest in and to any intellectual property belonging to the other Party (despite its use or inclusion in the Game) and shall remain vested with such Party at all times. All intellectual property rights in and to the Advertiser's IP shall remain vested in the Advertiser. For the avoidance of doubt, nothing in this Agreement transfers, can or shall be

construed as transferring to the Advertiser any right, title or interest in and to any intellectual property or goodwill in the Game or the Monopoly board game more generally, including, by way of example but without limitation, all trademarks, copyright, design right which may subsist in either the Game, the Monopoly

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board game more generally and/or any other indicia of either game.

18 By entering into this Agreement, the Advertiser receives no rights or permission to use the Monopoly trademark, copyright, images, artwork, tokens, design or any other related intellectual property without written permission by Top Trumps.

19 In the event that any of intellectual property rights and goodwill of one Party vest in the other Party, the receiving Party shall be deemed to hold such intellectual property rights and goodwill on trust for the other Party and shall promptly do all necessary acts to fully transfer all right, title and interest in such intellectual property rights to the other Party.

CONFIDENTIALITY

20 Save as excepted in this Agreement and/or to the extent permitted or required by law, each Party agrees and undertakes not to disclose (and undertakes to ensure that its directors, officers, employees, agents, representatives or any third party in that Party's control will not disclose) to any third party (whether directly or indirectly) (and whether in person, orally, in writing, via social media or otherwise), the existence of this Agreement or details of any of its terms (including, by way of example but without limitation, the amount paid by the Advertiser in respect of its inclusion in the Game; the quantity of free units of the Game which the Advertiser will receive; and the price quoted and/or paid by the Advertiser in respect of additional units of the Game); or any other confidential information relating to the other Party (whether or not it was identified as being confidential in nature at the time of disclosure. To the extent permitted by law, the Advertiser agrees and undertakes not to disclose (whether directly or indirectly) the fact that the Advertiser and/or the Advertiser's IP is or is to be included in the Game prior to the date and time on which the Game has been officially announced (with reference to images of the Game or details of advertisers included in the Game) or launched for promotion or sale (whichever is the earlier). The Advertiser shall notify Top Trumps in writing prior to the release of any confidential information related to this Agreement.

21 The Advertiser acknowledges and agrees that Top Trumps may disclose this Agreement to Hasbro. In addition, the Advertiser acknowledges and agrees that Top Trumps may disclose the Advertiser's inclusion in the Game to its officers, directors, employees, consultants, manufacturers, sub contractors, agents and representatives as may be necessary to design, manufacture, advertise, promote and market the Game.

22 For the avoidance of doubt, the Parties acknowledge that all financial information pertaining to the Advertiser's inclusion in the Game and Top Trumps' prices, packages, discounts and payment structures are confidential, sensitive business information, the disclosure of which may not outweigh disclosure being in the public interest except to the extent required by law. In the event that the Advertiser receives any disclosure request (i) under the Freedom of Information Act (as amended from time to time), (ii) from any applicable regulatory authority or (iii) in connection with any applicable litigation, the Advertiser agrees to promptly notify Top Trumps, orally and in writing, to permit Top Trumps to seek a protective order to take other appropriate action. To the extent permitted by law, the Advertiser will also cooperate in Top Trumps' efforts to obtain a protective order or other reasonable assurance that confidential treatment will be accorded all such information.

23 These confidentiality provisions are intended to survive termination of this Agreement.

REPRESENTATIONS, WARRANTIES AND INDEMNITY

- 24 The Advertiser represents and warrants that, for as long as the Game is being created, manufactured, marketed, promoted, advertised, offered for sale, sold or otherwise distributed by or on behalf of Top Trumps (i) it has the right to enter into and bind the Advertiser in respect of this Agreement; (ii) it owns all rights, title and interest in and to all elements of the Advertiser's IP which are to be included in the Game and any Associated Materials; (iii) the use of the Advertiser's IP in the Game and/or Associated Materials does not infringe any third party rights and/or will not do so; and (iv) it will not do, cause or enable to be done any action or inaction which could adversely affect the Advertiser, its business or reputation, or those of Top Trumps, Hasbro and/or the Game as a result.
- 25 Top Trumps represents and warrants that it derives the right to design, create, manufacture, promote, advertise, market, offer for sale, sell or otherwise distribute (whether directly or by third parties) the Game from Hasbro (the "**Hasbro License**"). Top Trumps shall indemnify and hold harmless on demand the Advertiser, its directors, employees, assigns and sub-licensees, against all direct liabilities, costs, expenses, claims, action, damages and losses, interest, costs, penalties and reasonable legal and other professional costs and expenses, suffered or incurred by the Advertiser arising from breach of the warranty in this clause.
- 26 Neither Party makes any representation or warranty to the other concerning the benefits the other Party shall receive with respect to its inclusion in the Game.
- 27 To the extent allowed by law, the Advertiser shall indemnify and hold harmless on demand Top Trumps, its directors, employees, assigns and sub-licensees, against all direct liabilities, costs, expenses, claims, action, damages and losses, interest, costs, penalties and reasonable legal and other professional costs and expenses, suffered or incurred by Top Trumps arising from or in connection with (i) the inclusion in the Game and/or any Additional Materials of any of the Advertiser's IP at the Advertiser's request or with the Advertiser's consent; and/or (ii) any action or inaction by the Advertiser which causes damage to Top Trumps and/or the Game or which adversely affects the sale, distribution or reputation of the Game; and/or (iii) the Advertiser's breach of this Agreement. The Advertiser will immediately forward to Top Trumps full details of, and will not respond to, negotiate or settle, any action or claim (whether actual or threatened) in respect of the Game and/or the Associated Materials and to which this indemnity applies.
- 28 In the event of breach of any warranty in this Agreement, the Party in breach will immediately on discovery of breach notify the other Party of such breach in writing setting out full particulars (to the best of such breaching Party's knowledge) of such breach.
- 29 Top Trumps will have the sole right to determine whether and what action should be taken in respect of any infringements or imitations of the Game (irrespective of whether or not such infringement or imitation was first discovered by Top Trumps or the Advertiser). The Advertiser will not institute any claim or action without the prior consent of Top Trumps. The Advertiser will inform Top Trumps promptly of any infringement of Top Trumps' intellectual property as soon as they become aware of it.

DURATION AND TERMINATION

30 This Agreement will commence on the date written at the top of page 1 and shall remain in force until expiry on December 31, 2026 (the “Term”). Except as set forth in clause 33, after the end of the Term, Top Trumps shall have the right (but not the obligation) to continue to manufacture (or have manufactured), advertise, promote, market, offer for sale, sell or otherwise distribute the Game without amendment to the Advertiser’s IP as included in the Game and approved by the Advertiser or other significant amendment, at no additional cost to the Advertiser and without any liability to the Advertiser beyond the end of the Term.

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31 Either party may terminate this Agreement immediately by notice in writing to the other if: (i) the other party commits a material breach of this Agreement which is incapable of remedy or, where remediable, is not remedied within 15 calendar days of being given notice to do so; or (ii) the other party passes a resolution for winding up (other than for the purpose of solvent reorganization or reconstruction), or a court of competent jurisdiction makes an order to that effect; or (iii) the other party ceases to carry on its business or substantially the whole of its business; or (iv) the other party is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or (v) a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets.

32 Top Trumps may terminate this Agreement immediately by notice in writing to the Advertiser (without further liability or penalty for Top Trumps save as provided by clause 34 of this Agreement) if: (i) the Hasbro License expires without renewal, terminates or notice to terminate the Hasbro License is given by either Hasbro or Top Trumps; and/or (ii) for convenience prior to the launch of the Game.

CONSEQUENCES OF TERMINATION

33 After the termination of this Agreement by the Advertiser pursuant to clause 31: (i) all promotion of or by the Advertiser will cease, save that Top Trumps shall have the right to sell off any remaining stock of the Game (at its sole discretion and whether directly or via third parties) until such remaining stock has been sold; and (ii) Top Trumps shall not engage in any further manufacture of the Game using the Advertiser’s IP, unless it obtains the Advertiser’s prior written consent to do so.

34 Save in the event of termination by Top Trumps pursuant to clause 32, any balance in respect of the Fee shall immediately become payable in full. In the event of termination by Top Trumps pursuant to clause 32 prior to the Launch Date, Top Trumps shall promptly return the full amount of any Fee payment received to the Advertiser, and Top Trumps shall not be entitled to any other payments or benefits under this Agreement following termination.

FORCE MAJEURE

35 Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, pandemics, war, fire, the act or omission of government, highway authorities or any telecommunications carrier, operator or administration or other competent authority, or the delay or failure in manufacture, production, or supply by third parties of equipment or services, and the party shall be entitled to a reasonable extension of its obligations after notifying the other party of the nature and extent of such events. Should a Force Majeure event continue in force for 3 consecutive calendar months, either Party may terminate the Agreement on notice to the other Party, save that nothing in this clause shall release the Advertiser from its obligations to pay the Fee.

ANTI-BRIBERY

36 In performing their obligations under this Agreement the parties shall: (i) comply with all applicable laws and regulations relating to anti-bribery and anti-corruption (including but not limited to the U.S. Foreign Corrupt Practices Act 1977), refrain from giving or accepting gifts, entertainment or other financial consideration when such conduct is intended to or could reasonably give the appearance of an intent to influence the recipient, and maintain its own policies and procedures in this respect; (ii) as soon as reasonably practicable report to each other any offer, request or demand for any undue financial or other advantage of any kind received by the other party in connection with the performance

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of this Agreement; and (iii) ensure that any person associated with the either party is providing services or goods in connection with this Agreement does so only on the basis of a written contract including similar anti-corruption terms.

MISCELLANEOUS

37 Top Trumps may assign or sub-license any of its rights under this Agreement to any of its group companies or to third parties as it may deem appropriate for the proper performance of Top Trumps' rights under this Agreement. The Advertiser may not assign or sub-license any of its rights hereunder without the prior written consent of Top Trumps, which consent may be granted or denied by Top Trumps in its sole discretion.

38 This Agreement constitutes the entire agreement between the Parties and supersedes all previous agreements, assurances, warranties, representations and understandings between them, whether oral or written, relating to its subject matter.

39 This Agreement cannot be amended except in writing with the agreement of both parties.

40 No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

41 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.

42 This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one Agreement.

43 This Agreement does not give rise to any third-party beneficiary rights which would enable any such third-party who is not a Party to this Agreement to enforce any term of this Agreement.

44 Nothing in this Agreement shall be construed as creating or giving rise to a partnership, joint venture, or agency relationship between the Parties.

45 Any notice required to be given under this Agreement shall be in writing and delivered by hand or sent by a postal courier service or email to the addresses of the Parties mentioned below or, as to each party,

at such other address as shall be designated by such party in a written notice to each other party complying as to the delivery with the terms of this clause:

The Advertiser: Lexington-Fayette Urban County Government, Division of Parks and Recreation, 469 Parkway Drive, Lexington, KY 40504, Attention: Adrienne Thakur, Deputy Director of Recreation, athakur@lexingtonky.gov.

Top Trumps: c/o Winning Moves UK Limited, Lyntonia House, 7 Praed Street, London W2 1NJ, United Kingdom (attention: Anoushka Sandry, General Counsel, anoushka.sandry@winningmoves.co.uk and Benjamin Thompson, benjamin.thompson@winningmoves.co.uk),

A notice shall have been deemed to have been served as follows:

- (i) if delivered by hand, at the time of delivery;
- (ii) on the business day following transmission if sent via email to the email address listed above and a

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confirmation of receipt is generated; provided that a hard copy of such notice is also sent to the recipient;

(iii) if delivered by courier, at the expiry of 5 business days after the envelope containing the notice was delivered into the custody of the courier service;

(iv) if sent by registered post, the notice is deemed to have been served at the time at which the letter would ordinarily be delivered

In proving the service of any notice it shall be sufficient to show that (i) delivery by hand was made, or (ii) in the case of email deliver, a copy of the electronic delivery receipt, or (iii) in the case of courier delivery, the envelope containing the communication was properly addressed and delivered into the custody of the courier service as a prepaid courier package; or (iv) in the case of registered post, a registered receipt.

LANGUAGE, GOVERNING LAW AND JURISDICTION

46 This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with its subject matter or formation shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky, without reference to its conflict of laws principles.

47 Each Party irrevocably agrees that the courts of record of the Commonwealth of Kentucky or the courts of the United States of America located in Fayette County, Kentucky, shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

Agreed and Accepted By:

For Top Trumps USA, Inc.

Lexington-Fayette Urban County Government

Signature:

A handwritten signature in black ink, appearing to read 'DAN TAYLOR', with a large, stylized flourish extending from the end.

Name:

DAN TAYLOR

Title:

CPO

Date:

24.1.23

Signature:

Name:

Title:

Date: