

Copyright License Agreement

This Copyright License Agreement (this "Agreement") is made effective as of January 03, 2023 between ©BiohazardEsports, of 110 terrace dr, POINTBLANK, Texas 77364 and ©BiohazardEsports, of 110 terrace dr, POINTBLANK, Texas 77364.

In the Agreement, the party who is granting the right to use the licensed property will be referred to as "©BiohazardEsports", and the party who is receiving the right to use the licensed property will be referred to as "©BiohazardEsports".

The parties agree as follows:

GRANT OF LICENSE. ©BiohazardEsports owns brand/club ("club"). In accordance with this Agreement, ©BiohazardEsports grants ©BiohazardEsports an exclusive license to sell the club. ©BiohazardEsports retains title and ownership of the club. ©BiohazardEsports will own all rights to materials, products or other works (the Work) created by ©BiohazardEsports in connection with this license. This grant of license only applies to the following described geographical area: texas

RIGHTS AND OBLIGATIONS. ©BiohazardEsports shall be solely responsible for providing all funding and technical expertise for the development and marketing of the Work in which the licensed property is used. ©BiohazardEsports shall be the sole owner of the Work and all proprietary rights in and to the Work; except, such ownership shall not include ownership of the copyright in and to the club or any other rights to the club not specifically granted in this Agreement.

PAYMENT OF ROYALTY. ©BiohazardEsports will pay to ©BiohazardEsports a royalty which shall be calculated as follows: 3 percent of sales.

RECORDS. ©BiohazardEsports shall keep accurate records regarding the quantities of the club that are sold. ©BiohazardEsports shall have the right to inspect such records from time to time after providing reasonable notice of such intent to ©BiohazardEsports.

MODIFICATIONS. Unless the prior written approval of ©BiohazardEsports is obtained, ©BiohazardEsports may not modify or change the club in any manner. Licensee shall not use Licensed property for any purpose that is unlawful or prohibited by these Terms of the Agreement.

DEFAULTS. If ©BiohazardEsports fails to abide by the obligations of this Agreement, including the obligation to make a royalty payment when due, ©BiohazardEsports shall have the option to cancel this Agreement by providing 3 days written notice to ©BiohazardEsports. ©BiohazardEsports shall have the option of preventing the termination of this Agreement by taking corrective action that cures the default, if such corrective action is taken prior to the end of the time period stated in the previous sentence, and if there are no other defaults during such time period.

ARBITRATION. All disputes under this Agreement that cannot be resolved by the parties shall be submitted to arbitration under the rules and regulations of the American Arbitration Association. Either party may invoke this paragraph after providing 30 days written notice to the other party. All costs of arbitration shall be divided equally between the parties. Any award rendered by the arbitrator shall be final and binding on the parties and may be enforced by a court of law.

WARRANTIES. Neither party makes any warranties with respect to the use, sale or other transfer of the club by the other party or by any third party, and ©BiohazardEsports accepts the product "AS IS." In no

event will ©BiohazardEsports be liable for direct, indirect, special, incidental, or consequential damages, that are in any way related to the club.

TRANSFER OF RIGHTS. This Agreement shall be binding on any successors of the parties. Neither party shall have the right to assign its interests in this Agreement to any other party, unless the prior written consent of the other party is obtained.

INDEMNIFICATION. Each party shall indemnify and hold the other harmless for any losses, claims, damages, awards, penalties, or injuries incurred by any third party, including reasonable attorney's fees, which arise from any alleged breach of such indemnifying party's representations and warranties made under this Agreement, provided that the indemnifying party is promptly notified of any such claims. The indemnifying party shall have the sole right to defend such claims at its own expense. The other party shall provide, at the indemnifying party's expense, such assistance in investigating and defending such claims as the indemnifying party may reasonably request. This indemnity shall survive the termination of this Agreement.

TERMINATION. This Agreement may be terminated by either party by providing 30 days written notice to the other party. This Agreement shall terminate automatically on _____.

Upon termination or expiration of this Agreement, Licensee shall cease reproducing, advertising, marketing and distributing the Work as soon as is commercially feasible. Notwithstanding the foregoing, Licensee shall have the right to fill existing orders and to sell off existing copies of the Work then in stock. Copyright Owner shall have the right to verify the existence and validity of the existing orders and existing copies of the Work then in stock upon reasonable notice to Licensee.

Termination or expiration of this Agreement shall not extinguish any of Licensee's or Copyright Owner's obligations under this Agreement including, but not limited to, the obligation to pay royalties which by their terms continue after the date of termination or expiration.

ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

AMENDMENT. This Agreement may be modified or amended, if the amendment is made in writing and is signed by both parties.

SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

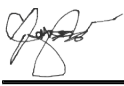
NOTICE. The address of each party hereto as set forth in the beginning of this Agreement shall be the appropriate address for the mailing of notices, checks and statements, if any. All notices shall be sent certified or registered mail and shall not be deemed received or effective unless and until actually received. Either party may change their mailing address by written notice to the other.

WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Texas.

SIGNATORIES. This Agreement shall be signed on behalf of ©BiohazardEsports by Joshua K Ford, CEO and on behalf of ©BiohazardEsports by Joshua K.Ford, Owner and effective as of the date first above written.

Copyright Owner:
©BiohazardEsports

By:  _____
Joshua K Ford
CEO

Date: 04/11/2023 _____

Licensee:
©BiohazardEsports

By: _____
Joshua K.Ford
Owner

Date: _____