LEVELUP COLLECTIBLES, LLC

REVENUE PARTICIPATION AGREEMENT

THE SECURITIES ARE BEING OFFERED PURSUANT TO SECTION 4(A)(6) OF THE SECURITIES ACT OF 1933 (THE "ACT") AND HAVE NOT BEEN REGISTERED UNDER THE ACT OR THE SECURITIES LAWS OF ANY STATE OR ANY OTHER JURISDICTION. NO FEDERAL OR STATE SECURITIES ADMINISTRATOR HAS REVIEWED OR PASSED ON THE ACCURACY OR ADEQUACY OF THE OFFERING MATERIALS FOR THESE SECURITIES. THE SECURITIES ARE BEING OFFERED AND SOLD ONLY TO U.S. PERSONS (AS DEFINED HEREIN) RESIDING IN THE UNITED STATES AND ARE NOT BEING OFFERED, AND MAY NOT BE SOLD, TRANSFERRED OR DELIVERED, TO ANY PERSON OUTSIDE THE UNITED STATES OR TO ANY NON-U.S. PERSON. THIS AGREEMENT DOES NOT CONSTITUTE AN OFFER TO SELL OR A SOLICITATION OF AN OFFER TO BUY IN ANY JURISDICTION OUTSIDE THE UNITED STATES. THERE ARE SIGNIFICANT RESTRICTIONS ON THE TRANSFERABILITY OF THE SECURITIES DESCRIBED HEREIN AND NO RESALE MARKET MAY BE AVAILABLE AFTER RESTRICTIONS EXPIRE. THE PURCHASE OF THESE SECURITIES INVOLVES A HIGH DEGREE OF RISK AND SHOULD BE CONSIDERED ONLY BY PERSONS WHO CAN BEAR THE RISK OF THE LOSS OF THEIR ENTIRE INVESTMENT WITHOUT A CHANGE IN THEIR LIFESTYLE.

This Revenue Participation Agreement (this "Agreement") is made effective as of the date set forth on the Investor Signature Page hereto and is entered into by and between LevelUp Collectibles, LLC, a Delaware limited liability company (the "Company"), and the undersigned party ("Investor" or "Purchaser").

The parties hereby agree as follows:

1. The Offering.

1.1. The Company seeks to raise up to $50,000 (the "Maximum Offering Amount") by selling revenue participation interests related to Xavier Stinson, a wide receiver at the University of Iowa (collectively, the "Participation Interests" or the "Securities") in a Regulation Crowdfunding offering (the "Offering"). The Offering includes up to 650 Cards representing up to 50,000 Participation Interests. Each Participation Interest constitutes one "unit," which represents a fixed one fifty-thousandth (1/50,000th) of the three percent (3%) of the Athlete's total Covered Revenue described in Section 3.1.2, and has an issue price of $1.00 (i.e., $1 = 1 unit), regardless of the number of units ultimately sold in the Offering. All Participation Interests rank pari passu regardless of the Card level, serial number, or parallel design at which they were purchased; the economics per dollar invested are identical. Cards will be sold in three fixed denominations: (1) BASE: a $50.00 Card representing 50 Participation Interests (up to 500 Cards, $25,000 gross at level), (2) PLUS: a $100.00 Card representing 100 Participation Interests (up to 125 Cards, $12,500 gross at level), and (3) X: a $500.00 Card representing 500 Participation Interests (up to 25 Cards, $12,500 gross at level). A Card's serial number and parallel design determine its appearance only; the economics per dollar are identical for every Card. The Offering is being conducted pursuant to Section 4(a)(6) of the Act and Regulation Crowdfunding under the JOBS Act of 2012, subject to the Company's Form C dated as of November 17, 2026 (the "Form C"). Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Form C. The Investor understands that the Offering is being made without registration of the Securities under the Act.

1.2. The Investor's "Participation Percentage" is equal to the number of units purchased by the Investor (being the Investor's Participation Purchase Price, which is the aggregate purchase price paid by the Investor and equals the Total Commitment set forth in the Investor Signature Page (calculated as Price Per Unit ($1.00) × Units), divided by $1.00) multiplied by one fifty-thousandth (1/50,000th), expressed as a percentage, such that each unit represents a fixed one fifty-thousandth (1/50,000th) of the three percent (3%) of the Athlete's total Covered Revenue described in Section 3.1.2, regardless of the aggregate amount of

Participation Interests sold in this Offering. The Participation Percentage shall be calculated on the same basis in the Form C and this Agreement.

1.3. The Offering is being undertaken in order to fund the Company's product development, marketing and operations relating to the contractual rights to a share of the name, image and likeness ("NIL") and related earnings of Xavier Stinson, a wide receiver at the University of Iowa (the "Athlete"), under that certain Athlete Economic Rights Sharing Agreement, dated November 3, 2025, originally entered into between Athlete Token LLC, a Florida limited liability company ("Athlete Token"), and the Athlete, as amended by the First Amendment to Athlete Economics Rights Sharing Agreement, dated April 1, 2026 (as so amended and as it may be further amended, the "Stinson Agreement"). Level Up Sports Inc., a Delaware corporation and the sole member of the Company (the "Parent"), acquired the Stinson Agreement from Athlete Token pursuant to the Asset Purchase Agreement, dated as of January 27, 2026, between Athlete Token and the Parent, as amended by the First Amendment to Asset Purchase Agreement, dated as of November 9, 2026 (as so amended and as it may be further amended, the "APA"), pursuant to which Athlete Token consented to the Parent's contribution and assignment of such rights to the Company. The economic rights in respect of the Assigned Share (together with the related information, audit, collection, and Enforcement Rights, collectively, the "Contributed Rights," each as defined in the Contribution Agreement) were contributed and assigned to the Company (formerly known as LevelUp Athlete Pool 1, LLC) by the Parent under a Contribution and Assignment of Economic Rights Agreement, dated as of November 9, 2026, between the Parent and the Company (the "Contribution Agreement"), for no consideration. The Parent retains all other rights and obligations under the Stinson Agreement, remains the contracting party under the Stinson Agreement, and collects payments of the Assigned Share on behalf of the Company until the Athlete and each other payor have been directed to pay the Company directly, holding any amounts it receives in trust for the Company and remitting them in full to the Company within five (5) business days after receipt.

1.4. Upon the closing of the Offering, the Company shall use proceeds from the Offering to service the Company's arrangements with the Athlete, including the digital Card product and marketplace where Cards are bought, sold and traded, product development, marketing, customer service, communications with investors, and community management.

1.5. Cards are issued in three levels: BASE ($50, 50 Participation Interests, up to 500 Cards), PLUS ($100, 100 Participation Interests, up to 125 Cards), and X ($500, 500 Participation Interests, up to 25 Cards). Published print runs are maximums; Cards unsold at close are not expected to be issued. Some Cards are parallels, which are cosmetic variants serial-numbered across the entire Offering, and any Card of any level may carry a parallel. Parallels are issued in four designs of ascending rarity: Shimmer (/80), Holo (/30), Eclipse (/13), and Plate (four 1/1 Cards). A parallel changes appearance only; it carries the same units and economics as a Standard card of its level. The parallel distribution across the 650-Card maximum print run is as follows: Standard (no parallel): 421 BASE / 86 PLUS / 16 X; Shimmer: 54 BASE / 23 PLUS / 3 X; Holo: 17 BASE / 11 PLUS / 2 X; Eclipse: 7 BASE / 4 PLUS / 2 X; Plate: 1 BASE / 1 PLUS / 2 X. Overall parallel odds are approximately 15.8% for BASE, 31.2% for PLUS, and 36% for X. Cards may feature variant or parallel designs. Some Investors may receive Cards with different visual designs than other Investors who purchased at the same tier. These design variations are cosmetic only, do not alter the economic terms of the underlying Participation Interests, and do not entitle the holder to any additional financial rights or different payment streams.

1.6. Early Block. The first twenty percent (20%) of each level's print run, in order of commitment to the Intermediary (the "Early Block"), carries improved parallel odds. The Early Block ends upon the earlier of (i) the sale of all Early Block Cards in the applicable level and (ii) forty-eight (48) hours after the Offering opens. When the Early Block ends, the remaining Cards in a level are rearranged in accordance with the arrangement pre-generated by the Company before the Offering opens that corresponds to the number of Cards then remaining; Early Block Cards are not rearranged, and no serial number or parallel design is created, altered or computed after the Offering opens. After the Early Block ends, every remaining Card in a level (up to 400 BASE, 100 PLUS, and 20 X Cards) carries the same reduced parallel odds. Early

Block sizes and parallel odds are as follows: BASE: 100 Early Block Cards, 27 parallels, approximately 27% odds (approximately 13% after the Early Block); PLUS: 25 Early Block Cards, 13 parallels, approximately 52% odds (approximately 26% after the Early Block); X: 5 Early Block Cards, 3 parallels, approximately 60% odds (approximately 30% after the Early Block). Published odds are approximate and may shift as a result of cancellations pursuant to Section 2.3.5. The Early Block affects parallel odds only; units and economics per Card are identical inside and outside the Early Block.

1.7. Allocation and Reveal. Each Card's serial number and parallel design are fixed in a deck for each level generated by the Company before the Offering opens, and Cards are assigned at checkout in deck order, in the order Investors commit to the Intermediary, subject to the rearrangement of remaining Cards when the Early Block ends as described in Section 1.6. Each Investor sees the serial number and parallel design for their Card(s) at checkout. The deck and the pre-generated arrangements are generated and held by the Company.

1.8. U.S. Investors Only. The Offering is limited to U.S. Persons. "U.S. Person" means (a) a natural person who is a citizen or lawful permanent resident of the United States and who resides in one of the fifty states of the United States or the District of Columbia, or (b) a corporation, limited liability company, partnership, trust or other entity organized under the laws of the United States, any state thereof or the District of Columbia and having its principal place of business in the United States, in each case that is not acting for the account or benefit of any person that is not a U.S. Person. The Company will not accept investment commitments from, and the Securities may not be offered, sold, transferred or delivered to, any person that is not a U.S. Person or any person located outside the United States.

2. **Purchase and Sale of Securities; Closing.**

2.1. **Purchase and Sale**. The Company agrees to issue, sell and deliver to Investor, and Investor agrees to purchase from the Company, the number of Participation Interests set forth in the Investor Signature Page in exchange for the Participation Purchase Price.

2.2. **Acceptance of Investment Commitments**. Investment commitments are not binding on the Company until they are accepted by the Company, which reserves the right to reject, in whole or in part, in its sole and absolute discretion, any investment commitment hereunder, and shall reject any investment commitment from a person that is not a U.S. Person or that the Company reasonably believes is located outside the United States. The Company may require such evidence of an Investor's status as a U.S. Person as it deems appropriate. Investment commitments will be deemed accepted only upon written confirmation by the Company. If the Company rejects all or a portion of any investment commitment hereunder, the applicable prospective Investor's funds will be returned without interest or deduction. The Closing (as defined below) shall occur in accordance with Section 2.3 below.

2.3. **Closing**.

2.3.1. The closing of the purchase and sale of the Securities shall take place on or around the Offering campaign deadline as specified in the Form C ("Offering Deadline") or at such earlier time as set by the Company under the Form C (the "Closing").

2.3.2. If the Company sets a Closing earlier than the Offering Deadline, such Closing shall occur only if (a) it is at least twenty-one (21) days after the Offering opened and (b) the Company continues to meet or exceed the Target Offering Amount on the date of such Closing, and the Company shall cause notice to be sent at least five (5) business days prior to the Closing to all investors who have committed to invest in the Offering, granting them an opportunity to cancel their commitment up to forty-eight (48) hours prior to the Closing. This notice will also identify if the Company will continue to accept commitments up to the Closing and Offering Deadline.

2.3.3. The Company may make intermediate closings prior to the Offering Deadline

in accordance with the Form C.

2.3.4. Payment for the Securities shall be received by the escrow agent identified in the Form C (the "Escrow Agent") from Investor by wire transfer of immediately available funds or other means approved by the Company at least two (2) days prior to the Closing, in the amount of the Participation Purchase Price. Upon the Closing, the Escrow Agent shall release such funds to the Company. Investor shall receive notice and evidence of the entry of the number of Securities owned by Investor reflected on the books and records of the Company, which shall bear a notation that the Securities were sold in reliance upon an exemption from registration under the Act.

2.3.5. Cancellation and Card Return. An Investor may cancel their commitment pursuant to the Intermediary's standard cancellation rights as set forth in the Form C. A cancellation applies to the Investor's entire commitment. Upon cancellation, all of that Investor's Cards return to the end of the deck with serial number and parallel design unchanged and become available to subsequent buyers. If the same Investor recommits to the Offering after cancellation, they will be served from any previously returned Cards first, to the extent such Cards remain available. Because returned Cards are placed at the end of the deck, a cancellation may change the parallel odds applicable to Investors who commit after that point, and published parallel odds are therefore approximate.

3. **Investment Returns; Payment Cap.**

3.1. For the avoidance of doubt, Investor shall be eligible to receive returns, on a pro rata and pari passu basis with each other Investor holding Participation Interests of the same Class (as defined in the Form C), from Covered Revenue attributable to the Athlete, as follows:

3.1.1. "Covered Revenue" means (a) any and all revenue, compensation, or value, whether monetary or nonmonetary, payable or provided to the Athlete during the Term, including but not limited to Name, Image & Likeness revenues from any third party (including brands, collectives, agencies, media, platforms, donors, or other entities), and any other direct or indirect payments, benefits, or side deals, whether disclosed or undisclosed, and (b) College Athletics Revenue Share amounts payable to or for the benefit of the Athlete pursuant to the House v. NCAA settlement framework (as amended from time to time) or otherwise, including any successor or replacement program. Covered Revenue shall include funds scheduled to be paid to the Athlete, regardless of whether those revenues are offset by fines or penalties. "Assigned Share" has the meaning given in the Stinson Agreement and means the entire eleven percent (11%) share of the Athlete's total Covered Revenue payable under the Stinson Agreement, without any reduction for taxes, expenses, reserves, servicing or other fees, or any other amount, the economic rights to which have been contributed and assigned to the Company by the Parent pursuant to the Contribution Agreement. For purposes of clarity, Covered Revenue is not limited to any specific source of payment, and the Athlete's payment obligation is calculated based on total value of entitlement (and not based on actual collection by the Athlete). However, payments to Investors are based solely on amounts actually collected and received in cleared funds by the Company, or by the Parent on behalf of the Company, in respect of the Assigned Share ("Collected Revenue"), and not on amounts billed, invoiced, accrued, or otherwise owed by the Athlete or any third party but not yet collected, and no amount shall be distributable to Investors with respect to any uncollected Covered Revenue unless and until it is actually collected. Income accruing or payable after the expiration of the Term falls outside the definition of Covered Revenue; for the avoidance of doubt, income accruing or payable during the Term (including professional-career income following an Early Entry Event) constitutes Covered Revenue to the extent included in the Athlete's payment obligation under the Stinson Agreement.

3.1.2. Each unit represents one fifty-thousandth (1/50,000th) of three percent (3%) of the Athlete's total Covered Revenue, such that all 50,000 units, if sold, together represent three percent (3%) of the Athlete's total Covered Revenue. This three percent (3%) is calculated on the Athlete's total Covered Revenue and is not a percentage of the Assigned Share (i.e., it is not three percent (3%) of the eleven percent (11%) of Covered Revenue remitted under the Stinson Agreement); it is paid out of, and is not in addition to,

the Assigned Share. Each Investor will be entitled to a share of Covered Revenue in an amount equal to such Investor's Participation Percentage multiplied by the three percent (3%) of the Athlete's total Covered Revenue, but only to the extent the corresponding amounts have been included in Collected Revenue. The portion of such three percent (3%) attributable to units that are not sold in this Offering shall be retained by the Company.

3.1.3. Each Participation Interest is subject to a maximum aggregate payment equal to five times (5x) its $1.00 issue price, or $5.00 per Participation Interest (the "Payment Cap"), measured cumulatively across all holders of such Participation Interest. The Payment Cap attaches to the Participation Interests (and the Card evidencing them) and not to any particular holder; upon any transfer, the transferee succeeds to the remaining Payment Cap balance, equal to the Payment Cap less all payments previously made on such Participation Interests to any prior holder, regardless of the price paid by the transferee. Upon aggregate payments on a Participation Interest equal to its Payment Cap, all economic rights in respect of such Participation Interest shall terminate.

3.1.4. The investor payment waterfall shall operate in the following order of priority: (1) Collected Revenue (i.e., Covered Revenue actually collected and received by the Company, or by the Parent on behalf of the Company, in respect of the Assigned Share) for the Athlete; (2) an amount distributable to holders of Participation Interests equal to the aggregate Participation Percentages of all outstanding Participation Interests multiplied by three percent (3%) of the Athlete's total Covered Revenue (which amount shall equal three percent (3%) of the Athlete's total Covered Revenue only if all 50,000 units are sold), payable out of the Assigned Share solely to the extent of Collected Revenue and without reduction for any of the items described in clauses (3) and (4); (3) out of the Company's retained share of the Assigned Share only (i.e., the balance of the Assigned Share after the amount described in clause (2), which shall be no less than eight percent (8%) of the Athlete's total Covered Revenue), deduction of permitted taxes, third-party expenses, reserves, and contractual deductions; (4) out of the Company's retained share of the Assigned Share only, any disclosed parent or servicing fee payable to the Parent or its affiliates under a separate written agreement as contemplated by the Contribution Agreement; and (5) any residual amount retained by the Company or the Parent. The Athlete's retained share of Covered Revenue (i.e., the portion of Covered Revenue that the Athlete is not required to remit under the Stinson Agreement) is not part of the Assigned Share or Collected Revenue. Amounts billed, invoiced, accrued, or otherwise owed but not yet collected are not available for distribution.

3.1.5. "Term" means, with respect to the Athlete, the period commencing on the effective date of the Stinson Agreement and continuing through the full college athletics eligibility period that would exist for the Athlete but for any action by the Athlete to truncate, abridge, or conclude such eligibility period (including any redshirt and graduate years), consistent with the definition of "Term" in the Stinson Agreement. The Term shall not be shortened by, and the Investors' right to share in Covered Revenue pursuant to this Section 3 shall continue for the full Term notwithstanding, any Early Entry Event (as defined in the Stinson Agreement) or any other early conclusion of the Athlete's college career, including the Athlete's declaration for a professional draft, signing of a professional playing contract, withdrawal, or transfer. Covered Revenue earned during the Term but paid thereafter shall remain Covered Revenue to the extent collected during the collection tail period provided in the Stinson Agreement. The Securities terminate (without relieving the Company of any obligations arising from a prior breach of or non-compliance with the Securities) upon the earliest to occur of: (a) aggregate payments on such Securities, to the Investor and all prior holders, equal to the Payment Cap; (b) the expiration of the Term, once all Covered Revenue earned during the Term has been collected and distributed or the collection tail period provided in the Stinson Agreement has expired; (c) the death of the Athlete; or (d) the extinguishment of the Athlete's payment obligation under the Stinson Agreement, including by reason of the disaffirmance, rescission, or final determination of unenforceability of such agreement. Upon termination, all revenue and payment rights are extinguished, the underlying Participation Interests are cancelled and retired, and the official ledger is updated to reflect that the economic interest has expired.

3.1.6. The Securities do not entitle Investors to any dividends or distributions other than the revenue participation payments described in this Section 3.

3.1.7. Existing Athlete Contracts. Covered Revenue includes amounts payable or provided to the Athlete during the Term under any agreement with a third party (including the Parent or its affiliates, and including sponsorship, marketing, and gifting revenue generated through the LevelUp digital platform), whether entered into before or after the effective date of the Stinson Agreement, and whether paid to the Athlete directly or to any agent, assignee, family member, affiliate, or other person for the Athlete's benefit, to the extent such amounts are included in the Athlete's payment obligation under the Stinson Agreement. Any Covered Revenue diverted, deferred, structured, or re-routed by the Athlete in violation of the Stinson Agreement shall constitute Covered Revenue when and to the extent collected. The Company is not a party to the Stinson Agreement and holds only the Contributed Rights under the Contribution Agreement. Neither the Company nor any Investor assumes, or shall be deemed to assume, any obligation or liability of the Parent (as successor-in-interest to Athlete Token under the APA), Athlete Token, or the Athlete under the Stinson Agreement or any other pre-existing agreement. Nothing in this Agreement grants any Investor any right, title, or interest in, or any right to enforce, the Stinson Agreement, the APA, the Contribution Agreement, or any agreement between the Athlete and a third party, and Investors are not third-party beneficiaries thereof. As between the Athlete and the Parent, the terms of the Stinson Agreement govern; as between the Company and the Investor, this Agreement governs, and in no event shall any amendment, waiver, or other modification of any such agreement increase the obligations of the Company to the Investor hereunder.

3.1.8. Gross Basis Calculation. Covered Revenue, the Assigned Share, and each Investor's share of the three percent (3%) of the Athlete's total Covered Revenue described in Section 3.1.2 shall be calculated on a gross basis, without deduction for agent commissions, taxes, production expenses, platform charges, or any other cost or expense, except as expressly provided in Sections 3.1.10 (Taxes) and 3.1.13 (Refunds and Chargebacks). All taxes, third-party expenses, reserves, contractual deductions, and any parent or servicing fee shall be borne solely out of the Company's retained share of the Assigned Share in accordance with Section 3.1.4 and shall not reduce the amount distributable to Investors.

3.1.9. Agent Commissions. Commissions, fees, or other compensation payable by the Athlete to any agent, marketing representative, manager, or similar representative ("Agent Commissions") are the sole responsibility of the Athlete and shall not be deducted from Covered Revenue for purposes of calculating the Assigned Share or any amount distributable to Investors. Any Agent Commission or similar fee payable by the Company or the Parent shall be accounted for as a third-party expense borne solely out of the Company's retained share of the Assigned Share in accordance with Section 3.1.4. Amounts paid directly to an agent or representative for the benefit of the Athlete shall be included in Covered Revenue.

3.1.10. Taxes. Taxes imposed on the Athlete in respect of Covered Revenue are the sole responsibility of the Athlete and shall not reduce Covered Revenue. Taxes imposed on the Company or the Parent shall be borne solely out of the Company's retained share of the Assigned Share in accordance with Section 3.1.4. Each Investor is solely responsible for all taxes imposed on such Investor in respect of the Securities and any payments hereunder. Notwithstanding Section 3.1.8, the Company may deduct and withhold from any payment to an Investor any amount required to be deducted and withheld under applicable federal, state, local, or foreign tax law, and any amount so withheld and remitted to the applicable taxing authority shall be treated for all purposes of this Agreement (including the Payment Cap) as having been paid to such Investor. Each Investor shall deliver to the Company or the Transfer Agent a properly completed IRS Form W-9 or applicable IRS Form W-8, and such other forms and information as the Company may reasonably request, and shall promptly update such forms upon any change in circumstances. The Company intends to treat the Securities as contractual revenue participation interests and not as equity interests for tax purposes, and each Investor agrees to file its tax returns consistently with such treatment unless otherwise required by applicable law. The Company makes no representation as to the tax treatment of the Securities.

3.1.11. Production Expenses. "Production Expenses" means any cost incurred by the Athlete, the Company, the Parent, or any third party in connection with creating, producing, or delivering any NIL content, appearance, product, or campaign giving rise to Covered Revenue, including photography, video, design, travel, wardrobe, equipment, and manufacturing costs. Production Expenses shall not be deducted from

or recouped against Covered Revenue for purposes of calculating the Assigned Share or any amount distributable to Investors. Any Production Expenses borne by the Company or the Parent shall be treated as third-party expenses payable solely out of the Company's retained share of the Assigned Share in accordance with Section 3.1.4 and shall not be recoupable from Investors.

3.1.12. Platform Charges. Fees, commissions, or charges imposed by any third-party distribution, sales, media, or payment platform on amounts payable to or for the benefit of the Athlete ("Platform Charges") shall not reduce Covered Revenue, which shall be calculated on the gross amount payable before any Platform Charge. Platform Charges incurred by the Company or the Parent in collecting the Assigned Share shall be borne solely out of the Company's retained share of the Assigned Share in accordance with Section 3.1.4. Fees charged by the Intermediary, the Escrow Agent, or the Transfer Agent to the Company are the responsibility of the Company.

3.1.13. Refunds and Chargebacks. If any amount previously included in Collected Revenue is refunded, reversed, charged back, clawed back, or otherwise returned to the payor (a "Reversal"), such amount shall be excluded from Collected Revenue for the period in which the Reversal occurs. If any distribution has been made to Investors in respect of an amount subject to a Reversal, the Company may offset the portion of such distribution attributable to the Reversal against future distributions payable to the holders of the applicable Participation Interests (including any transferee) until fully recovered. No Investor shall be required to repay any distribution previously received, except as required by applicable law. Any portion of a Reversal not recovered by offset shall be borne by the Company. Any amount previously subject to a Reversal that is subsequently recollected shall be included in Collected Revenue when recollected.

3.1.14. Multi-Athlete Allocation. If any payment, transaction, product, or campaign relates to the Athlete together with one or more other athletes, rights, products, or time periods, the portion of such payment constituting Covered Revenue shall be (a) the amount expressly allocated to the Athlete under the applicable agreement, or (b) if no such allocation is specified, an amount determined by the Company in good faith on a reasonable and consistent basis, taking into account the relative participation, deliverables, and compensation of each athlete and the relative value of each right, product, or time period. Revenue and expenses allocated to the Athlete shall be attributed solely to the Participation Interests relating to the Athlete and not to any other Class (as defined in the Form C), and expenses shared among Classes shall be allocated by the Company in its discretion and borne solely out of the Company's retained share of the applicable Assigned Share. The Company's allocation determinations shall be final and binding on the Investors absent manifest error.

3.1.15. Athlete Agreement Remedies. Any amount received by the Company or the Parent under the Stinson Agreement as a penalty, liquidated damages, Early Entry Event payout, clawback, setoff, or other remedy (including the circumvention penalty and the Early Entry Event payout described therein), net of reasonable out-of-pocket collection costs, shall constitute Collected Revenue and shall be allocated between the holders of Participation Interests and the Company in the same proportion as three percent (3%) bears to the Assigned Share, subject to the Payment Cap. Neither the Company nor the Parent shall have any obligation to Investors to pursue, or any liability to Investors for declining to pursue, any such remedy.

3.2. **Payments to Investor**.

3.2.1. Any payments to which Investors are entitled will be distributed to Investors through the Company's platform. In order to receive entitled payouts, the Investor must maintain a compatible digital wallet address that will be used to receive payments. The Investor recognizes that this mechanism is the sole and exclusive means to receive payment and that no payment can be distributed without the Investor's provision of a compatible wallet address.

3.2.2. The Investor acknowledges that the Transfer Agent (Upside Platform Inc.) will

serve as the transfer agent for the Securities and maintain the official ownership ledger. Securities sold in this Offering will be delivered to the Investor's designated digital wallet and evidenced by a PDF confirmation.

3.3. Transferability.

3.3.1. Card and Security. Each Participation Interest is evidenced by a digital card (the "Card"). The Card serves as a visual and ledger representation of the Investor's economic interest; it is not, standing alone, the security. The definitive security documents and the official ownership ledger maintained by the Company or the Transfer Agent control all legal rights and ownership. In the event of any conflict between a Card, wallet metadata, or platform display and the official ledger, the official ledger governs. Each Card bundles a fungible security token (representing the Investor's units of revenue participation) with a non-fungible token (the visual card image) (together, the "Paired Token Structure"); the two components cannot be unbundled. The Card does not independently create, expand, or alter the Investor's legal rights beyond what is set forth in this Agreement.

3.3.2. If the Investor transfers Securities to another person by way of Cards or otherwise, then that person ("New Holder") is deemed to be bound by the terms of this Agreement as an Investor for the period of time they hold such Securities, and the Investor irrevocably and unconditionally undertakes to ensure that each New Holder, prior to the transfer of Securities to them, expressly agrees to be bound by this Agreement as an Investor for the period of time they hold such Securities. By transferring any Securities, the Investor assigns all the Investor's rights, title and interest under this Agreement to the recipient of those Securities or to the owner of the wallet to which the Investor transfers any Cards.

3.3.3. Card Ownership Treatment. Neither the Company nor any other person will be liable for treating the owner of the wallet in which any Card is held (except as otherwise required by law or as ordered by a court of competent jurisdiction) as the owner of the Security to which it is linked.

3.3.4. Written Notice. The Company agrees that, if any rule of law (including any legislation, rule of common law, rule of equity or customary law) requires written notice to effect the transfer of any Securities, such notice is deemed given as an electronic record by inclusion of the relevant transaction on the Company's platform or via transfer of a Card on a block on the blockchain.

3.3.5. Voidability. Notwithstanding any other provision in this Section 3, the Company reserves the right to treat as void any transfer of Securities which the Company reasonably believes to be unlawful or fraudulent for any reason, including based on a transfer of Cards, which the Company reserves the right to reissue in such cases.

3.3.6. No Transfer to Competitors or Non-U.S. Persons. The Investor shall not sell, assign, transfer, or otherwise dispose of any Securities (including by transfer of a Card) to (a) any competitor of the Company, as determined by the Company in good faith, or (b) any person that is not a U.S. Person or that is located outside the United States. The Company may waive the restriction in clause (a) in its sole discretion with respect to any transfer or class of transfers, including transfers conducted through a transfer venue designated by the Company; the restriction in clause (b) may not be waived. Any transfer in violation of this Section 3.3.6 shall be subject to Section 3.3.5.

3.3.7. Transfer Agent Agreements. The Investor shall not assign any of its rights or obligations under any agreement with the Transfer Agent relating to the Securities without the prior written consent of the Transfer Agent. Nothing in this Section 3.3.7 limits the Transfer Agent's rights under Section 4.6.

3.3.8. Card Survival. Upon termination of the Securities pursuant to Section 3.1.5, the Card survives solely as a collectible item with no economic, governance, or redemption rights.

3.3.9. Collector Perks. Any non-economic collector perks associated with the Cards are described solely in the Form C and on the Intermediary's offering page, are delivered solely through the Company's platform and limited to platform-based features and experiences, do not include any direct or personal access to, private communications with, or personal deliverables from the Athlete, are non-transferable and subject to availability, are not part of the Securities or of the rights of the Investor under this Agreement, and may be modified, substituted, or discontinued by the Company without the consent of any Investor and without amendment of this Agreement under Section 6.14.

3.3.10. Any material changes to the perks offered in connection with this Offering will be communicated to all Investors as a supplement to the Form C, which may be distributed electronically through the Intermediary's investment portal.

4. **Nature of the Securities; Transfer Agent; Self-Custody**.

4.1. Nature of the Securities. The Securities are contractual revenue participation interests. They are not equity interests, debt instruments, or royalty arrangements, and they do not provide a right to receive equity at any time. The holder of a Security is not a shareholder, member, or partner of the Company and holds no ownership interest in the Company or any of its assets. The Securities provide only the contractual payment rights specified herein.

4.2. Voting and Control. The Securities have no voting, management, preemptive, appraisal, or similar governance rights. The holder is not a shareholder, member, or partner and receives only the contractual payment rights specified herein. The Company does not have any voting agreements in place with respect to the Securities.

4.3. Anti-Dilution Rights. The Securities do not have traditional anti-dilution rights. The Participation Interests do not represent any equity interest in the Company, and Investors will not have any ownership percentage in the Company that could be subject to dilution. Each sale of Participation Interests carries its own defined slice of the Athlete's revenue share. The Company's retained share of the Assigned Share (i.e., the portion not already allocated to previously sold Participation Interests) is reduced by each subsequent sale, but existing holders' Participation Percentage and their share of Covered Revenue remain constant. Accordingly, subsequent issuances do not dilute the economic interest of existing holders.

4.4. Unsecured Obligation. The Company's obligation to make payments under the Securities is an unsecured contractual obligation. The Securities are not secured by any lien, pledge, or security interest in any assets of the Company (including the Contributed Rights and the security interest under the Stinson Agreement held by the Company as part of the Enforcement Rights), and holders have no priority over general creditors of the Company in the event of a dissolution or insolvency.

4.5. Investor acknowledges and agrees that upon acceptance of this Agreement, the Company shall issue and deliver this Agreement to the Transfer Agent (Upside Platform Inc.), who shall maintain the official ownership ledger for the Securities. The Investor acknowledges that the Securities are issued in uncertificated form and the official ledger maintained by the Transfer Agent controls all legal rights and ownership. Investors hold the Securities in self-custody through their own digital wallets.

4.6. The Company and Investor acknowledge and agree that the Transfer Agent may assign its agreements relating to its role as transfer agent for the Securities, and delegate its duties thereunder, to any of its affiliates or to its successors and assigns, whether by merger, consolidation or otherwise, in each case, without the consent of Investor or the Company. Nothing in this Section 4.6 limits the transfer of Securities by Investor in accordance with Section 3.3 and applicable law.

5. **Representations, Warranties and Covenants**

5.1. **By Company**. As of the Closing, the Company hereby represents, warrants and

covenants to Investor that:

5.1.1. The Company is duly formed and validly existing under the laws of the State of Delaware, with full power and authority to conduct its business as it is currently being conducted and to own its assets; and has secured any other authorizations, approvals, permits and orders required by law for the conduct by the Company of its business as it is currently being conducted.

5.1.2. The Securities have been duly authorized and, when issued, delivered and paid for in the manner set forth in this Agreement, will be validly issued, fully paid and nonassessable, and will conform in all material respects to the description thereof set forth in the Form C.

5.1.3. The execution and delivery by the Company of this Agreement and the consummation of the transactions contemplated hereby (including the issuance, sale and delivery of the Securities) are within the Company's powers and have been duly authorized by all necessary limited liability company action on the part of the Company. Upon full execution hereof, this Agreement shall constitute a valid and binding agreement of the Company, enforceable against the Company in accordance with its terms, except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other laws of general application affecting enforcement of creditors' rights generally, (b) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies and (c) with respect to provisions relating to indemnification and contribution, as limited by considerations of public policy and by federal or securities, "blue sky" or other similar laws of such jurisdiction (collectively referred to as the "State Securities Laws").

5.1.4. Assuming the accuracy of Investor's representations and warranties set forth below, no order, license, consent, authorization or approval of, or exemption by, or action by or in respect of, or notice to, or filing or registration with, any governmental body, agency or official is required by or with respect to the Company in connection with the execution, delivery and performance by the Company of this Agreement except (a) for such filings as may be required under Regulation Crowdfunding promulgated under the Act, or under any applicable State Securities Laws, (b) for such other filings and approvals as have been made or obtained, or (c) where the failure to obtain any such order, license, consent, authorization, approval or exemption or give any such notice or make any filing or registration would not have a material adverse effect on the ability of the Company to perform its obligations hereunder.

5.1.5. The Company makes no representation, warranty, guarantee or assurance of any kind or nature whatsoever, express or implied, with regard to the Participation Interests or the Company's business (including any representation, warranty, guarantee or assurance of future earnings, likelihood of success or future prospects).

5.1.6. The Company hereby authorizes the Transfer Agent to maintain the official ownership ledger for the Securities in uncertificated form. The Company agrees that the Transfer Agent is an intended third-party beneficiary to the representations made by Investor and the Company hereunder, including, without limitation, any representations, warranties, and covenants made by the Company and Investor.

5.2. **By Investor**. As a material inducement for the Company to enter into this Agreement, Investor hereby represents, warrants and covenants to the Company that:

5.2.1. Investor has the capacity to purchase the Securities, enter into this Agreement and to perform all the obligations required to be performed by Investor hereunder, and such purchase will not contravene any law, rule or regulation binding on Investor or any investment guideline or restriction applicable to Investor.

5.2.2. Investor is a U.S. Person and a resident of the state of the United States set forth on the Investor Signature Page, was located in the United States when it received the offer of and made its investment commitment for the Securities, and is not acquiring the Participation Interests as a nominee or agent

or otherwise for any other person or for the account or benefit of any person that is not a U.S. Person. Investor will promptly notify the Company if Investor ceases to be a U.S. Person.

5.2.3. Investor, if a natural person, is at least eighteen (18) years of age.

5.2.4. Investor will comply with all applicable laws and regulations in effect in any jurisdiction in which Investor purchases or sells the Securities and obtain any consent, approval or permission required for such purchases or sales under the laws and regulations of any jurisdiction to which Investor is subject or in which Investor makes such purchases or sales, and the Company shall have no responsibility therefor.

5.2.5. Including the amount set forth on the Investor Signature Page, in the past twelve (12) month period, Investor has not exceeded the investment limit as set forth in Rule 100(a)(2) of Regulation Crowdfunding. Investor's aggregate investment commitment in the Offering is not less than the Minimum Individual Purchase Amount and does not exceed the Maximum Individual Purchase Amount (each as defined in the Form C, and as may be amended by the Company from time to time in accordance with the Form C and applicable law).

5.2.6. Investor has received a copy of the Form C, has not been furnished any offering literature other than the Form C and has relied only on the information contained therein to make the decision to purchase the Securities.

5.2.7. Investor understands and accepts that the purchase of the Securities involves various risks, including the risks outlined in the Form C and in this Agreement. Investor represents that it is able to bear any and all loss associated with an investment in the Securities. Investor acknowledges that the price of the Securities was set by the Company arbitrarily and no warranties are made as to value.

5.2.8. Investor confirms that it is not relying and will not rely on any communication (written or oral) of the Company, the Intermediary, or any of their respective affiliates, as investment advice or as a recommendation to purchase the Securities. It is understood that information and explanations related to the terms and conditions of the Securities provided in the Form C or otherwise by the Company, the Intermediary or any of their respective affiliates shall not be considered investment advice or a recommendation to purchase the Securities, and that neither the Company, the Intermediary nor any of their respective affiliates is acting or has acted as an advisor to the undersigned in deciding to invest in the Securities. Investor acknowledges that neither the Company, the Intermediary nor any of their respective affiliates have made any representation regarding the proper characterization of the Securities for purposes of determining Investor's authority or suitability to invest in the Securities.

5.2.9. Investor is familiar with the business and financial condition and operations of the Company, all as generally described in the Form C. Investor has had access to such information concerning the Company and the Securities as it deems necessary to enable it to make an informed investment decision concerning the purchase of the Securities.

5.2.10. Investor understands that each of Investor's representations and warranties contained in this Agreement will be deemed to have been reaffirmed and confirmed as of the Closing, taking into account all information received by Investor.

5.2.11. Investor acknowledges that the Company has the right in its sole and absolute discretion to abandon the Offering at any time prior to the completion of the Offering. This Agreement shall thereafter have no force or effect and the Company shall cause the Escrow Agent to return the previously paid Participation Purchase Price, without interest thereon, to Investor.

5.2.12. Investor understands that no federal or state agency has passed upon the merits or risks of an investment in the Securities or made any finding or determination concerning the fairness or

advisability of this investment.

5.2.13. Investor confirms that the Company has not (a) given any guarantee or representation as to the potential success, return, effect or benefit (either legal, regulatory, tax, financial, accounting or otherwise) of an investment in the Securities or (b) made any representation to Investor regarding the legality of an investment in the Securities under applicable legal investment or similar laws or regulations. In deciding to purchase the Securities, Investor is not relying on the advice or recommendations of the Company and Investor has made its own independent decision that the investment in the Securities is suitable and appropriate for Investor.

5.2.14. Investor has such knowledge, skill and experience in business, financial and investment matters that Investor is capable of evaluating the merits and risks of an investment in the Securities. With the assistance of Investor's own professional advisors, to the extent that Investor has deemed appropriate, Investor has made its own legal, tax, accounting and financial evaluation of the merits and risks of an investment in the Securities and the consequences of this Agreement. Investor has considered the suitability of the Securities as an investment in light of its own circumstances and financial condition and Investor is able to bear the risks associated with an investment in the Securities.

5.2.15. Investor is acquiring the Securities solely for Investor's own beneficial account, for investment purposes, and not with a view to, or for resale in connection with, any distribution of the Securities. Investor has no present intention of selling, granting any participation in, or otherwise distributing the same. Investor further represents that it does not presently have any contract, undertaking, agreement or arrangement with any person to sell, transfer or grant participations to such person or to any third person, with respect to any of the Securities. Investor understands that the Securities have not been registered under the Act or any State Securities Laws by reason of specific exemptions under the provisions thereof which depend in part upon the investment intent of Investor and of the other representations made by Investor in this Agreement. Investor understands that the Company is relying upon the representations and agreements contained in this Agreement (and any supplemental information) for the purpose of determining whether this transaction meets the requirements for such exemptions.

5.2.16. Investor understands that the Securities are restricted from transfer for a period of time under applicable federal securities laws and that the Act and the rules of the U.S. Securities and Exchange Commission provide in substance that Investor may dispose of the Securities only pursuant to an effective registration statement under the Act, an exemption therefrom or as further described in Rule 501 of Regulation Crowdfunding, after which certain state restrictions may apply. Investor understands that the Company has no obligation or intention to register any of the Securities, or to take action so as to permit sales pursuant to the Act. Even when the Securities become freely transferrable, a secondary market in the Securities may not develop. Consequently, Investor understands that it must bear the economic risks of the investment in the Securities for an indefinite period of time.

5.2.17. Any Securities sold pursuant to Regulation CF being offered may not be transferred by any Investor of such Securities during the one-year holding period beginning when the Securities were issued, unless such Securities are transferred: (1) to the Company; (2) to an accredited investor, as defined by Rule 501(a) of Regulation D promulgated under the Securities Act; (3) as part of an offering registered with the U.S. Securities and Exchange Commission; or (4) to a member of the family of the Investor or the equivalent, to a trust controlled by the Investor, to a trust created for the benefit of a member of the family of the Investor or the equivalent, or in connection with the death or divorce of the Investor or other similar circumstances. "Member of the family" as used herein means a child, stepchild, grandchild, parent, stepparent, grandparent, spouse or spousal equivalent, sibling, mother/father/daughter/son/sister/brother-in-law, and includes adoptive relationships.

5.2.18. Investor agrees that it will not sell, assign, pledge, give, transfer or otherwise dispose of the Securities or any interest therein, or make any offer or attempt to do any of the foregoing, except

pursuant to Rule 501 of Regulation Crowdfunding.

5.2.19. Investor understands that, following the Closing, the Investor has no right to withdraw or receive a refund of the Participation Purchase Price, in whole or in part. Investor further understands it is not a holder of any limited liability company membership interest in the Company, and is not otherwise entitled, as a holder of the Securities, to vote or receive distributions or be deemed the holder of any limited liability company membership interest for any purpose, nor will anything contained herein be construed to confer on the Investor, as such, any of the rights of a member of the Company or any right to vote for the election of managers or upon any matter submitted to the members at any meeting thereof, or to give or withhold consent to any corporate action or to receive notice of meetings, or to receive purchase rights or otherwise.

5.2.20. Investor is solely responsible for implementing reasonable measures for securing any digital wallet, vault or other storage mechanism the Investor uses to receive and hold the Cards, including, without limitation, any requisite private key(s) or other credentials necessary to access the storage mechanism(s). If Investor's private key(s) or other access credentials are lost, Investor may lose access to the Cards. The Investor acknowledges that the Company, the Transfer Agent, and the Intermediary have no ability to recover lost private keys or seed phrases on behalf of an Investor.

5.2.21. Investor directs the Company to issue the Securities and maintain the official ownership ledger through the Transfer Agent, and Investor acknowledges and agrees that the Transfer Agent will maintain such ledger for the benefit of Investor, which shall be in uncertificated form. The Investor agrees that the Transfer Agent is an intended third-party beneficiary to the representations made by Investor and the Company hereunder, including, without limitation, any representations, warranties, and covenants made by the Company and the Investor.

5.2.22. Investor will maintain a compatible digital wallet in good standing for the purpose of receiving and holding the Securities. The Investor acknowledges that Securities sold in this Offering will be delivered to the Investor's designated digital wallet and evidenced by a PDF confirmation.

5.2.23. Investor agrees any action contemplated by this instrument and requested by the Company must be completed by Investor within thirty (30) calendar days of receipt of the relevant notice (whether actual or constructive) to Investor or the Transfer Agent as Investor's agent.

5.2.24. Investor understands that the Securities have not been, and will not be, registered under the Act or any applicable state securities laws, by reason of a specific exemption from the registration provisions of the Act and other applicable state securities laws which depends upon, among other things, the bona fide nature of the investment intent and the accuracy of Investor's representations as expressed herein. Investor understands that the Securities or Cards may be deemed "restricted securities" under applicable United States federal and state securities laws and that, pursuant to these laws, Investor must hold the Securities and corresponding Cards indefinitely unless they are registered with the Securities and Exchange Commission and qualified by state authorities, or an exemption from such registration and qualification requirements is available. Investor acknowledges that the Company has no obligation to register or qualify the Securities for resale, and exemptions from registration and qualification may not be available or may not permit Investor to transfer all or any of the Securities in the amounts or at the times proposed by Investor.

6. **General Provisions.**

6.1. **Entire Agreement**. This Agreement, together with all other documents and instruments incorporated by reference, including, for the avoidance of doubt, the Form C, and all exhibits, schedules thereto, constitutes the only and entire agreement between the parties with respect to the subject matter hereof, and supersedes and cancels any prior agreements, representations, warranties, or communications, whether oral or written, between the parties relating to the transactions contemplated by this

Agreement or the subject matter herein. There are no promises, representations or other agreements or understandings between the parties with respect to the subject matter hereof other than those set forth herein. The obligations set forth in this Agreement are unconditional.

6.2. **Voluntary**. Each party warrants, represents and agrees that, in executing this Agreement, such party: (a) does so with knowledge of any and all rights that such party may have with respect to the provisions of this Agreement, (b) has carefully read and considered this Agreement and fully understands its contents and the significance of its contents, (c) is entering into this Agreement of such party's own informed and free will, based upon such party's own judgment and without any coercion or fear of retaliation, and (d) has obtained, or has had the opportunity to obtain, independent legal advice with respect to this Agreement.

6.3. **Governing Law; Consent to Jurisdiction**. Delaware law, without regard to conflict or choice of law principles, shall govern the construction and interpretation of this Agreement. The parties agree that all actions or proceedings arising directly or indirectly from this Agreement shall be arbitrated or litigated before arbitrators or in courts having a situs within Delaware, and hereby consent to the jurisdiction of any local, state or federal court in which such an action is commenced that is located in Delaware and agree not to disturb such choice of forum.

6.4. **Mandatory Binding Arbitration**. Any claim, controversy or other dispute regarding this Agreement, including any breach or interpretation of this Agreement (each a "Dispute"), shall be settled and resolved by binding arbitration in Delaware, before Judicial Arbitration and Mediation Services ("JAMS"). The arbitration shall be conducted in accordance with JAMS' Streamlined Rules and Procedures, except as expressly modified by this Section. In reaching a decision on any Dispute, the arbitrator shall be bound by the provisions of this Agreement and by Delaware law. The arbitrator's decision on the Dispute shall be a final and binding determination and shall be fully enforceable as an arbitration award in any court having jurisdiction and venue over the parties. Each party submits to the exclusive jurisdiction of the courts located in Delaware, for purposes of compelling arbitration or giving legal confirmation of any arbitration award. Each party also agrees to accept service of process for all arbitration proceedings in accordance with JAMS' rules. Nothing in this Section shall prevent any party from (a) seeking and obtaining injunctive or other equitable relief through an action in court, (b) joining any party as a defendant in any action brought by or against a third party, (c) bringing an action in court to effect any attachment or garnishment, or (d) bringing an action in court to compel arbitration as required by this Section. Because each party is giving up the right to litigate any Dispute, each party herein further confirms that it has read and understands the provisions in this Section, and that it has further benefited from the advice of counsel. BY EXECUTING THIS AGREEMENT, INVESTOR IS VOLUNTARILY GIVING UP IMPORTANT CONSTITUTIONAL RIGHTS TO TRIAL BY JUDGE OR JURY, AS WELL AS RIGHTS TO APPEAL. INVESTOR UNDERSTANDS THAT IT HAS THE RIGHT TO HAVE AN INDEPENDENT ATTORNEY OF ITS CHOICE REVIEW THIS SUBSECTION, AS WELL AS THIS ENTIRE AGREEMENT, PRIOR TO SIGNING THIS AGREEMENT.

6.5. **Notices**. All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given upon the earlier of actual receipt or: (a) personal delivery to the party to be notified, (b) when sent, if sent by electronic transmission during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient's next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) business day after deposit with a nationally recognized overnight courier, freight prepaid, specifying next business day delivery, with written verification of receipt. All communications shall be sent to the respective parties at their addresses as set forth on the signature page, or to such address, facsimile number or email address as subsequently modified by written notice given in accordance with this subsection.

6.6. **Binding Effect; Successors and Assigns**. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties. If Investor is a trust or entity, each representation, warranty, covenant, and/or agreement herein shall be binding upon the trustees, grantors/settlors, beneficiaries, officers, directors, shareholders, managers, members, and other

authorized parties of Investor, as applicable. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

6.7. **Assignability**. This Agreement and the rights and obligations hereunder shall not be assigned or transferred by the Company, whether voluntarily, involuntarily, by operation of law, by a change in control, or any other means whatsoever without five (5) days written notice to the holders of Securities.

6.8. **Record Holder**. The Transfer Agent, through this Agreement, shall maintain the official ownership ledger for the Securities and shall be considered the legal record holder of the Securities for administrative purposes.

6.9. **Construction**. Whenever used in this Agreement, the terms "including," "include," "includes" and the like are not intended as terms of limitation, and, hence, shall be deemed to be followed by "without limitation." Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural and vice versa, and the neuter gender shall include the masculine and feminine genders and vice versa.

6.10. **Counterparts**. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

6.11. **Titles and Subtitles**. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

6.12. **Severability**. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.

6.13. **Further Assurances**. The parties to this Agreement shall execute and deliver any further instruments or documents and perform any additional acts that are or may become necessary to effectuate and carry out the purchase of the Securities as contemplated by this Agreement.

6.14. **Amendments and Waivers**. Any term of this Agreement may be amended, terminated or waived with the written consent of the Company and either (a) the Lead Investor (as defined in the Form C), if any, or (b) the holders of a majority in interest of the Participation Interests issued in the Offering and then outstanding. Any amendment, termination or waiver so effected shall be binding on the Investor and all other holders of Participation Interests, whether or not they consented, provided that it applies to all such holders in the same fashion. Notwithstanding the foregoing, any amendment, termination or waiver that is materially and disproportionately adverse to the Investor relative to other holders of Participation Interests shall also require the Investor's written consent.

6.15. **Delays or Omissions**. No delay or omission to exercise any right, power or remedy accruing to any party under this Agreement, upon any breach or default of any other party under this Agreement, shall impair any such right, power or remedy of such non-breaching or non-defaulting party nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of or in any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any party of any breach or default under this Agreement, or any waiver on the part of any party of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement

or by law or otherwise afforded to any party, shall be cumulative and not alternative.

6.16. **Privacy Notice**. The Company collects nonpublic, personal data about each Investor from (a) information it receives in this Agreement and other documents and instruments provided by such Investor to the Company, (b) information disclosed to the Company through conversations or correspondence by or with such Investor, and (c) any additional information the Company may request from such Investor. All information regarding the personal identity and other financial information of each Investor (such Investor's "personal information") will be kept strictly confidential. The Company maintains commercially reasonable physical, electronic and operational safeguards to protect this information. In the normal course of business, it is sometimes necessary for the Company to provide personal information about Investors to the Company, attorneys, accountants and auditors in furtherance of the Company's business, and entities that provide a service on behalf of the Company, such as banks or title companies. The Company will only disclose personal information to these third parties if those parties agree to protect the personal information and use the personal information only for the purposes of providing services to the Company. Other than for the purposes discussed above, the Company does not disclose any nonpublic, personal information of its Investors unless the Company is directed by Investor to provide it or the Company is legally required to provide it to a governmental agency.

6.17. **Limitation of Liability**. To the maximum extent permitted by applicable law, the Company's aggregate liability to the Investor arising out of or relating to this Agreement or the Securities shall not exceed the Participation Purchase Price paid by the Investor. In no event shall the Company be liable to the Investor for any indirect, incidental, special, consequential, or punitive damages, including lost profits, regardless of whether the Company was advised of the possibility of such damages.

6.18. **Force Majeure**. The Company shall not be liable for any failure or delay in performing its obligations under this Agreement (other than payment obligations) to the extent such failure or delay results from circumstances beyond the Company's reasonable control, including acts of God, natural disasters, pandemics, government actions, war, terrorism, labor disputes, or failures of third-party systems or service providers (including blockchain networks, digital wallet providers, or the Intermediary).

(signature pages follow)

IN WITNESS WHEREOF, the parties have executed this Revenue Participation Agreement as of the date first written above.

COMPANY:

LEVELUP COLLECTIBLES, LLC, a
Delaware limited liability company

By: /s/ Bud Elliott
Name: Bud Elliott
Its: Manager
Address: 4566 E Hwy 20, Suite 103-428, Niceville, FL 32578
Email: bud@levelupsports.com

[INVESTOR SIGNATURE PAGE FOLLOWS]

LEVELUP COLLECTIBLES, LLC

REVENUE PARTICIPATION AGREEMENT INVESTOR SIGNATURE PAGE

Individual Investor:

Signature

Print Name

Entity Investor:

Name of Entity

Type of Entity and State of Formation

Signature of Authorized Representative

Print Name of Authorized Representative

Capacity of Authorized Representative

Informational Fields

Full Legal Name: _____

Full Legal Name of Spouse/Partner, if subscribing as community property, tenancy in common or joint tenancy: _____

Mailing Address: _____

_____

Telephone Number: _____

Email Address: _____

For of Entity and State of Formation, if subscribing as an entity: _____

Participation Purchase Price (Total Commitment): _____

Participation Interests to be Purchased: _____

Total Commitment (Price Per Unit ($1.00) × Units (Participation Interests) to be Purchased = Total Commitment, which shall equal the Participation Purchase Price): _____