

FRANCHISE DISCLOSURE DOCUMENT

STATE PAGEANTS PRELIMINARY TO MISS TEEN USA® PAGEANT



~~IMGJKN~~ UNIVERSE, LLC
A Delaware Limited Liability Company
~~1370 Avenue of the Americas~~
~~New York, New York 10019~~
~~(212) 373-4999~~
[818 Moo 2 Soi Bearing 19 Tambon Samrong](#)
[Nuea Mueang Samut Prakan, District, Samut](#)
[Prakan 10270, Thailand](#)
[917-833-0754](#)

The licensee will conduct a state pageant to select a contestant to the ~~2021~~ [2022](#) Miss Teen USA® Pageant.

The total investment necessary to begin operation of a Miss Teen USA license is from ~~\$24,380~~ [\\$24,340](#) to ~~\$1,121,800~~ [\\$1,216,000](#) (not including real property and construction/leasehold improvements), including ~~\$880~~ [\\$840](#) to ~~\$20,800~~ [\\$115,000](#) that must be paid to the licensor.

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar days before you sign a binding agreement with, or make any payment to the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no government agency has verified the information contained in this document.**

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact ~~Carlos Fernandez~~ [Mireya Martinez](#) at ~~The Miss~~ [JKN Universe Organization, and 1370 Avenue of the Americas, LLC, 108 First Ave, Box 429, New York, New York 10019](#) [NY 10009](#) and ~~(212) 373-4999~~ [917-833-0754](#).

The terms of your contract will govern your franchise relationship. Don't rely on the disclosure document alone to understand your contract. Read all of your contract carefully. Show your contract and this disclosure document to an advisor, like a lawyer or accountant.

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as "A Consumer's Guide to Buying a Franchise," which can help you understand how to use this disclosure document is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, DC 20580. You can also visit the FTC's home page at [www.ftc.gov](#) for additional information. Call your state agency or visit your public library for other sources of information on franchising.

There may also be laws on franchising in your state. Ask your state agencies about them.

Issuance date: ~~March 13~~ June 28, ~~2020~~ 2023

How to Use This Franchise Disclosure Document

Here are some questions you may be asking about buying a franchise and tips on how to find more information:

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit F.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor’s direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit B includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business conduct the only state pageant to select a contestant to the Miss Teen USA® Pageant in my area?	Item 12 and the “territory” provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What’s it like to be a Miss Teen USA franchisee?	Item 20 or Exhibit F lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

Continuing responsibility to pay fees. You may have to pay royalties and other fees even if you are losing money.

Business model can change. The franchise agreement may allow the franchisor to change its manuals and business model without your consent. These changes may require you to make additional investments in your franchise business or may harm your franchise business.

Supplier restrictions. You may have to buy or lease items from the franchisor or a limited group of suppliers the franchisor designates. These items may be more expensive than similar items you could buy on your own.

Operating restrictions. The franchise agreement may prohibit you from operating a similar business during the term of the franchise. There are usually other restrictions. Some examples may include controlling your location, your access to customers, what you sell, how you market, and your hours of operation.

Competition from franchisor. Even if the franchise agreement grants you a territory, the franchisor may have the right to compete with you in your territory.

Renewal. Your franchise agreement may not permit you to renew. Even if it does, you may have to sign a new agreement with different terms and conditions in order to continue to operate your franchise business.

When your franchise ends. The franchise agreement may prohibit you from operating a similar business after your franchise ends even if you still have obligations to your landlord or other creditors.

Some States Require Registration

Your state may have a franchise law, or other law, that requires franchisors to register before offering or selling franchises in the state. Registration does not mean that the state recommends the franchise or has verified the information in this document. To find out if your state has a registration requirement, or to contact your state, use the agency information in Exhibit C.

Your state also may have laws that require special disclosures or amendments be made to your franchise agreement. If so, you should check the State Specific Addenda. See the Table of Contents for the location of the State Specific Addenda.

Special Risks to Consider About *This Franchise*

Certain states require that the following risk(s) be highlighted:

1. **Out-of-State Dispute Resolution.** The License Agreement requires you to resolve disputes with the licensor by litigation only in New York. Out-of-state litigation may force you to accept a less favorable settlement for disputes. It may also cost more to litigate with the licensor in New York than in your own state.

Certain states may require other risks to be highlighted. Check the “State Specific Addenda” (if any) to see whether your state requires other risks to be highlighted.

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ITEM 1 THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES

The Licensor

To simplify the language in this Disclosure Document, “we” or “us” means ~~IMG~~JKN Universe, LLC, the licensor. “You” or “Your” means the individual, corporation, limited liability company or partnership who buys the license. If the license will operate through a corporation, limited liability company or partnership, “you” or “your” also includes the licensee’s owners, members or partners. Our agents for service of process in the states whose franchise laws require us to name a state agency as agent for service are shown on Exhibit D.

We are a Delaware limited liability company formed in July, 2015. Our principal business address is ~~1370 Avenue of the Americas, New York, New York 10019~~818 Moo 2 Soi Bearing 19 Tambon Samrong Nuea Mueang Samut Prakan, District, Samut Prakan 10270, Thailand, and our telephone number is ~~(212) 373-4999~~917-833-0754. We do business under our legal name and the names “Miss Universe” and “The Miss Universe Organization.”

Every year, our licensees in each state conduct beauty and communication skill pageants for teenage females (each, a “State Pageant”). The winners of the State Pageants from each participating state compete for the title of “Miss Teen USA” as contestants in our annual “Miss Teen USA Pageant.” As used in this Disclosure Document, the term “State Pageant” also refers to all related activities conducted before and after the annual state pageant, including, for example, the recruitment of contestants, the selection of judges, preliminary competitions and promotional activities. (For the purposes of this Disclosure Document and the License Agreement, the District of Columbia is considered a “state”.)

We ~~have conducted the Miss Teen USA Pageant and granted~~are granting licenses for State Pageants ~~since September, 2015, when the Transaction (described below) closed and we became~~for the first time with this Disclosure Document, and the 2023 Miss Teen USA Pageant will be the ~~licensor of the first~~ Miss Teen USA ~~license system.~~We~~Pageant we~~ have ~~also~~ conducted ~~Miss Universe and Miss USA Pageants and granted~~. At the same time, we are for the first time granting licenses to conduct pageants preliminary to the Miss USA pageants under a separate disclosure document. In April 2023 we also began granting licenses to conduct pageants preliminary to ~~these~~the Miss Universe pageant. Licenses to conduct pageants preliminary to the Miss USA and Miss Universe pageants ~~since September, 2015. These licenses~~ are not covered by this Disclosure Document. We conducted the Miss Universe pageant for the first time in January 2023, and will conduct the Miss USA pageant for the first time in 2023.

The Licensor’s Parents, Predecessors and Affiliates

Our sole member is ~~IMG Worldwide, LLC, a Delaware limited liability~~JKN Legacy, Inc. (“JKN Legacy”), a Thai company with its principal business address at ~~11 Madison Avenue, New York, New York 10010. IMG Worldwide, LLC~~818 Moo 2 Soi Bearing 19 Tambon Samrong Nuea Mueang Samut Prakan, District, Samut Prakan 10270, Thailand. JKN Legacy’s sole member~~shareholder~~ is ~~IMG Worldwide Holdings, LLC, and IMG~~

~~Worldwide Holdings, LLC's sole member~~ JKN Global Group Public Company Limited ("JKN Global"), a Thai public limited company with its principal business address at 818 Moo 2 Soi Bearing 19 Tambon Samrong Nuea Mueang Samut Prakan, District, Samut Prakan 10270, Thailand. Our direct predecessor is ~~WME-IMG, LLC. IMG Worldwide Holdings Universe, LLC and WME ("IMG"), LLC are both~~ a Delaware limited liability ~~companies with~~ company that had its principal business ~~addresses~~ address at ~~41 Madison~~ 1370 Avenue of the Americas, New York, New York 1001010019. In a transaction that closed on October 26, 2022 (the "Transaction"), IMG Worldwide, LLC sold 100% of the equity interests of IMG to JKN Global, as well as the rights to conduct Miss USA, Miss Teen USA and Miss Universe pageants and offer licenses for pageants preliminary to Miss USA, Miss Teen USA and Miss Universe pageants. As part of the Transaction, IMG Universe, LLC changed its name to JKN Universe, LLC. IMG administered the Miss Teen USA, Miss USA and Miss Universe license programs from September, 2015 until the Transaction closed, although an unaffiliated third-party, The Miss Brand, Inc., administered the Miss Teen USA and Miss USA license programs in 2021 under an agreement with IMG dated August 18, 2020.

~~Our~~ IMG's direct predecessor is Miss Universe L.P., LLLP ("MULP"), a Delaware limited liability limited partnership ~~with that had~~ its principal business address at 725 5th Avenue, New York, ~~NY~~ New York 10022. ~~In connection with a transaction that closed on September 10, 2015 (the "Transaction"), MULP sold to us substantially all of its assets, including the rights to conduct Miss Teen USA, Miss USA and Miss Universe pageants and offer licenses for pageants preliminary to Miss Teen USA, Miss USA and Miss Universe pageants. MULP conducted Miss Teen USA, Miss USA and Miss Universe pageants, and offered licenses for pageants preliminary to Miss Teen USA, Miss USA and Miss Universe pageants, from November 1996 to September 10, 2015~~ MULP conducted Miss USA, Miss Teen USA and Miss Universe pageants, and offered licenses for pageants preliminary to Miss USA, Miss Teen USA and Miss Universe pageants, from November 1996 to September 10, 2015, when it sold to IMG substantially all of its assets, including the rights to conduct Miss USA, Miss Teen USA and Miss Universe pageants and offer licenses for pageants preliminary to Miss USA, Miss Teen USA and Miss Universe pageants. No other predecessor is required to be described in this Disclosure Document.

We have no affiliates that offer franchises in any line of business or provide products or services to our licensees.

Neither we, our sole member nor our other predecessor have offered franchises for any other type of business.

The License

The License Agreement will grant you a license to conduct a State Pageant in your state to select a contestant to our ~~2021~~ 2023 Miss Teen USA Pageant. Unless we approve otherwise, you must feature no fewer than 25 contestants at your State Pageant's competition.

This license is for a limited term only. Please note that we make no promise to offer you a license for the next year or any later year and we have no duty to do so.

The Market and Competition

The market for your services consists of the teenage females in your state who compete in your State Pageant, the spectators who come to see your State Pageant events, and members of the general public who may purchase products and services related to your State Pageant. Your business will be seasonal in the sense that your State Pageant final competition will occur once during the year.

You will compete with other organizations and businesses in your state which conduct local beauty pageants or pageants which are preliminary to national or international pageants, such as the Miss America Pageant or the Miss World Pageant. We only grant one licensee in each state the right to conduct a State Pageant.

Laws, Rules and Regulations

We are not aware of any governmental regulations specific to beauty pageants. The laws, rules and regulations of your state which apply to businesses in general will affect you. Consult your lawyer about them.

ITEM 2 BUSINESS EXPERIENCE

~~Endeavor Operating~~ Chief Executive Officer, JKN Global Group Public Company, LLC ~~President of Endeavor: Mark Shapiro~~ Limited: Anne Jakrajutatip

~~Mr~~

~~Ms. Shapiro~~ Jakrajutatip has ~~been employed by Endeavor Operating~~ served as Chief Executive Officer and Managing Director of JKN Global Group Public Company Limited, LLC, one of our affiliates based in Samut Prakan, Thailand, since ~~August~~ its formation in 2014, ~~serving since December, 2018 as President of Endeavor, from November, 2016 to December, 2018 as Co-President – WME IMG and from August, 2014 to November, 2016 as SVP,~~

~~Chief Content~~ Executive Officer – WME IMG. From October, 2015 to December, 2018, he, Miss Universe: Amy Emmerich

~~Ms. Emmerich has~~ served as our Chief Content Executive Officer. ~~All positions are and were held in New York, New York.~~

~~International Merchandising Company, LLC~~ Co-President of Endeavor Properties: Sam Zussman

~~Mr. Zussman has been employed by International Merchandising Company, LLC, one of our affiliates, since December, 2017, serving since December, 2018 as Co-President of Endeavor Properties and from December, 2017 to December, 2018, Miss Universe since October 2022. From January 2022 to October 2022, she served as President – IMG Events Universe, LLC’s Chief Executive Officer, Miss Universe. From August, 2006 to December, 2017, Mr. Zussman July 2020 to January 2022, she was self-employed by IMG Academy, LLC, where he served as President – IMG Events from as a business consultant. From December, 2016 2014 to December, 2018, and President of IMG Academy from 2009 to December, 2016. Mr. Zussman was based in Bradenton, Florida from August, 2006 to December, 2017 and in London, England from December, 2017 to present.~~

~~**Senior Vice President, Programming & Production: Michael Antinoro**~~

~~Mr. Antinoro has served as our Senior Vice July 2020 she was Chief Content Officer & Global President, Programming & Production since October, 2015. He has been employed by, and also served in the same role for, International Merchandising Company, LLC, one of our affiliates, since October, 2014 of Refinery29. All of these positions are and were held/are based in New York, New York.~~

President: Paula M. Shugart

Ms. Shugart has served as our President since October 2022. From September, 2015. She to October 2022, she served in the same role for MULP from January, 2004 to September, 2015 as IMG Universe, LLC’s President. These positions were/are based in New York, New York.

~~**Vice President, Finance and Chief Financial Officer: Larry Parra, Miss Universe: Lauren Peters**~~

~~MrMs. ParraPeters has been served as our Vice President, Finance & Chief Financial Officer since September, 2015. He January 2023. From February 2020 to June 2022, she served in as the same roles for MULP from August, 2008 to September, 2015. Executive Director, Accounting for TMRW Life Sciences. From November 2016 to February 2020, she held multiple senior accounting and finance roles within Vice Media Group, LLC. All of these positions were/are based in New York, New York.~~

~~**Vice President and Associate General Counsel, IMG Licensing and the Miss Universe Organization: Jonathan Seiden**~~

~~Mr. Seiden has served as our Vice President and Associate General Counsel, IMG Licensing and the Miss Universe Organization since March, 2019. From July, 2016 to March, 2019 he served as our Vice President, Legal Counsel. From November, 2014 to July, 2016 he was Senior Vice President, Business and Legal Affairs at SFX Entertainment, Inc. All positions are and were held in New York, New York.~~

~~**Corporate Secretary: Robert Hilton**~~

~~**Mr: Samarah Daher**~~

Ms. Hilton Daher has served as our ~~Corporate Secretary since February, 2020. He has also held various titles with our affiliate, Endeavor Operating Company, LLC, as Corporate Secretary since February, 2020, as~~ Vice President ~~and Associate General Counsel~~ of Digital Production and Strategy since October 2022. From April, 2019, as 2022 to October 2022, she served as IMG Universe, LLC's Vice President of Digital Production and ~~Counsel from March, 2018~~ Strategy. From July 2020 to April 2022, 2019 she served as Vice President of Global and Branded Publishing for Vice Media Group. From May 2015 to July 2020, she was employed by Refinery29, serving from May 2015 to January 2017 as its Senior Director of Programming and ~~as Counsel~~ Operations and from ~~June, 2016 to March, 2018. From August, 2014 to June, 2016 Mr. Hilton was an Associate with Gunderson Dettmer LLP.~~ January 2017 to July 2020 as its Vice President of Programming and Strategy. All of these positions ~~are and~~ were ~~held/are~~ based in New York, New York. ~~Director, Global Franchise~~

Operations Manager: Carlos Fernandez Mireya Martinez

~~Mr~~Ms. Fernandez Martinez has served as our ~~Director, Global Franchise~~ Operations Manager since ~~January, 2016. He~~ October 2022. From July 2019 to March 2022, she served as ~~MULP's Director, Domestic Licensing from 2013 to January, 2016 and MULP's Manager, Domestic Licensing from 2006 to 2013~~ Operations Manager and Executive Assistant for IMG Universe, LLC. From August 2017 to July 2019, she served as a Client Relations Specialist for ABC Imaging. All of these positions were/are based in New York, New York.

ITEM 3 LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4 BANKRUPTCY

~~Mark Shapiro, the President of Endeavor for our affiliate, Endeavor Operating Company, LLC, was the CEO of Six Flags Entertainment Corp. when it filed for protection under Chapter 11 of the U.S. Bankruptcy Code on June 13, 2009 (In re Premier International Holdings Inc., et al., U.S. Bankruptcy Court, District of Delaware, Case No. 09-12019 (CSS)). Six Flags Entertainment Corp., whose principal business address is 924 Avenue J East, Grand Prairie, TX 75050, is not related to us. On April 29, 2010, the bankruptcy court issued an order confirming the reorganization.~~

~~Our Vice President and Associate General Counsel, IMG Licensing and the Miss Universe Organization, Jonathan Seiden, was the Senior Vice President, Business and Legal Affairs at SFX Entertainment, Inc. when it filed for protection under Chapter 11 of the U.S. Bankruptcy Code on February 1, 2016 (In re SFX Entertainment, Inc., et al, U.S. Bankruptcy Court, District of Delaware, Case No. 16-10238 (MFW)). SFX Entertainment, Inc., whose principal business address is 902~~

~~Broadway, 15th Floor New York, NY 10010, is not related to us. On November 15, 2016, the bankruptcy court issued an order confirming the reorganization. Other than the bankruptcies described above, no other~~

No bankruptcy is required to be disclosed in this Item.

ITEM 5 INITIAL FEES

The initial License Fee will vary by state, and will range from ~~\$880,840~~ to \$20,800. ~~In 2019 we charged initial License Fees ranging from \$850 to \$20,800 in connection with License Agreements for State Pageants preliminary to the 2020 Miss Teen USA Pageant~~115,000. The factors we consider in establishing the License Fee include the expected number of contestants in the licensee's State Pageant; the entrance fee charged contestants by the licensee; the population of the State; the economy of the State; whether the State Pageant for the State will be televised; the number of preliminary pageants, if any, the licensee will conduct in the State; the availability of Sponsor revenues in the State; and, the popularity and newsworthiness of the State Pageant in the State. You must pay us the License Fee in full within ~~60~~45 days after your receipt of our invoice. You must pay us the License Fee net of any applicable withholding or other taxes.

We will not refund any of the License Fee under any circumstances.

You pay us no other fees or payments for services or goods before you begin your State Pageant activities.

ITEM 6 OTHER FEES

(1) Name of fee*	(2) Amount	(3) Due Date	(4) Remarks
Proprietary Products	See Note 1		You must buy any Proprietary Products from us, unless we approve an alternate product as described in Item 8. See Note 1 and Item 8.
Check for Titleholder's Spending Money	\$50	We must receive a check no later than 6 weeks before titleholder arrives in Host City	You must mail us a check payable to us for \$50. We then will provide this amount to your titleholder in cash as spending money.
Taxes		Immediately upon demand	You must pay us (or our affiliates) all

* Unless otherwise specified, we or our affiliates impose all the fees in this table, you pay them to us or our affiliate, and we (or our affiliate) do not refund them.

(1) Name of fee*	(2) Amount	(3) Due Date	(4) Remarks
			sales taxes, trademark license taxes and any other tax or levy imposed on us, which we are required to collect, or which we pay directly or indirectly, and which relate to: the signing of the License Agreement; your payment of the License Fee or any other fee under the License Agreement; or, any other payment you make to us under the License Agreement, including payments for goods, merchandise or services that we or our affiliates furnish to you.
Late Charge	Interest on amounts due at the maximum interest rate law allows, or if no legal maximum rate, then interest will be calculated at a rate of <u>127.5%</u> per year <u>calculated on a daily basis</u> .	When we request	Late charge on any past due amounts owed to us. We will not increase late charge beyond this formula during term of License Agreement.
Indemnification			You indemnify us from certain losses and expenses – see Section 7.7 of the License Agreement.
Attorneys' Fees			See Note 2.
Specialized Seminar Fees		As incurred	Because we do not currently offer optional specialized seminars, we do not

(1) Name of fee*	(2) Amount	(3) Due Date	(4) Remarks
			yet know, and cannot predict, what our fees for those seminars will be. Once they are established, we do not expect to increase our fees beyond inflation in the applicable industry segment unless our costs increase due to shortages, catastrophes, strikes, Acts of God or other causes beyond our control.

NOTES

[1] We require you to purchase proprietary products (such as branded merchandise) from us unless we approve an alternate product you propose as described in Item 8. We currently do not require you to purchase proprietary products from us, but we may do so in the future. We will sell our proprietary products to you at the same price paid by other similarly situated licensees. We can change our prices. We do not expect to increase our prices beyond inflation in the applicable industry segment unless our costs increase due to shortages, catastrophes, strikes, Acts of God, or other causes beyond our control. We can require payment in full for products and estimated shipping charges when you place an order.

We will have no responsibility concerning shipment of any products to you. We will sell you proprietary products F.O.B. their place of manufacture or other locations that we may designate. We may (but need not) arrange shipment to you for your convenience. We will have no responsibility for the selection or actions of a carrier. You waive any claim against us related to shipment or the selection of a carrier.

Your only remedy and our only liability for claims concerning delivered products, for delayed delivery or for non-delivery, will be the purchase price of the products (plus any shipping costs you paid) or, if we wish, the replacement of the products at your destination. Neither party will be liable for special, incidental, indirect or consequential damages, whether or not from the party's negligence.

We warrant that proprietary products you purchase meet our specifications. We make no other warranties, express or implied, for our proprietary products. We disclaim all implied warranties of merchantability and fitness for a particular purpose for our proprietary products.

If you are in default under the License Agreement, we will have no obligation to sell products to you.

- [2] If we (or our affiliates) prevail in any action against you to secure or protect us under the License Agreement, or to enforce the terms of the License Agreement, then we will be entitled to recover reasonable attorneys' fees, experts' fees, court costs and all our other expenses of litigation from you. If we (or our affiliates) become a party to a proceeding concerning an agreement between us and you, and we (or our affiliates) win, or if we (or our affiliates) become a party to bankruptcy litigation or insolvency proceedings regarding your license, then you will be liable for our (or our affiliate's) reasonable attorneys' fees and court costs. If we terminate the License Agreement for your default, or if you terminate the Agreement through non-payment (see Item 17, section d.), you must pay us (or our affiliates) all our (or our affiliate's) expenses from your default or termination, including reasonable attorneys' and experts' fees.

ITEM 7 ESTIMATED INITIAL INVESTMENT
YOUR ESTIMATED INITIAL INVESTMENT*

(1)	(2)	(3)	(4)	(5)
Type of Expenditure	Amount	Method Of Payment	When Due	To Whom Payment is to Be Made
License Fee	\$880 -\$20,800 \$840 -\$115,000 See Note 1	Lump Sum	Within 60 45 days after receipt of our invoice	Us
Real Property; Construction/ Leasehold Improvement	See Note 2			
Office Equipment & Supplies	\$2,000 - \$6,000 See Note 3	As supplier requires	As supplier requires	Supplier
Pageant Production Costs and Costs of Producing Other Pageant-Related Events	\$10,000 - \$650,000 See Note 4	As suppliers require	As suppliers require	Suppliers
Products, Services, Goods and Merchandise You Must Furnish to Your Titleholder	\$2,000 - \$150,000 See Note 5	As suppliers require	As suppliers require	Suppliers
Advertising and Promotion	\$3,000 - \$75,000	As suppliers require	As suppliers require	Suppliers
Professional Fees	\$2,000 - \$100,000 See Note 6	As you agree with accountant/attorney	As you agree with accountant/attorney	Accountant/Attorney
Permits and Licenses	\$500 - \$75,000	As agency requires	As agency requires	Agency

* These expenses vary widely from state to state. The License Fee is payable to us and is not refundable under any circumstances (see Item 5 and Note 1 below). All other expenses in this Table are payable to third parties. We do not know whether any of the expenses are refundable, and if they are, under what circumstances.

(1) Type of Expenditure	(2) Amount	(3) Method Of Payment	(4) When Due	(5) To Whom Payment is to Be Made
	See Note 7			
Insurance (up to 12 months' premium)	\$2,000 - \$20,000 See Note 8	As agent requires	Before opening	Agent
The Web Site and Social Media Pages	\$1,000 - \$5,000 See Note 9	As suppliers require	Before opening	Suppliers
Live Stream Costs and Fees	\$0 or See Note 10	As suppliers require	During the Pageant	Suppliers
Additional Funds (3 months)	\$1,000 - \$20,000 See Note 11	As expenses occur	Payroll weekly, other purchases according to agreed-on terms	Employees, suppliers of goods and services
TOTAL:	\$24,380 <u>24,340</u> to \$1,121,800 <u>1,216,000</u> (excluding real property and construction/leasehold improvements)			

NOTES

Except for the License Fee, all other expenses in Table above are payable to third parties. We do not know whether any of the expenses are refundable, and if they are, under what circumstances.

- [1] The License Fee is payable to us and is not refundable under any circumstances. We do not finance any fee.
- [2] You must operate an office for administrative purposes. In addition, unless you own or lease appropriate facilities, you will need to rent the venues for your State Pageant final competition, any preliminary competitions you conduct, and any other related events you conduct. These costs vary too widely throughout the country for us to estimate them. The venues for your State Pageant final competition and all your other State Pageant activities and events must conform to our standards. Your State Pageant finals must be held in a venue of sufficient size with adequate light and a sound system that is appropriate to the location. The sound and lighting for your State Pageant finals must be well coordinated and rehearsed.
- [3] The estimate on the chart includes the cost of a basic personal computer. You need not purchase any computer, but you must have regular access to a computer with a connection to the Internet so that you can review the Web Site and Social Media Pages and receive communications from us.
- [4] While your State Pageant final competition, any other competitions you may hold and other Pageant-related events you conduct must comply with our Standards, the costs of producing these events varies widely, depending on the costs in your state, the events you decide to conduct and the nature of the productions you decide upon.

[5] You must furnish your titleholder with the following products, services, goods and merchandise (or a large enough cash prize for her to purchase them) in connection with her participation in the ~~2024~~2023 Miss Teen USA Pageant:

- \$300, given and made payable to your titleholder no later than six weeks before her arrival in the “Host City” where the ~~2024~~2023 Miss Teen USA Pageant is held. You are providing this money as a transportation allowance for your titleholder’s travel to and from the Host City.

- At least one properly fitted competition evening gown, to be in your titleholder’s possession upon arrival in the Host City. You must give the evening gown(s) to your titleholder as a prize or gift and you must not require your titleholder to return the evening gown(s) after the ~~2024~~2023 Miss Teen USA Pageant.

- At least one properly fitted competition swimsuit, to be in your titleholder’s possession upon arrival in the Host City. The swimsuit(s) is to be furnished as a prize or gift to your titleholder and you must not require your titleholder to return the swimsuit(s) after the ~~2024~~2023 Miss Teen USA Pageant.

You must ensure your titleholder has in her possession a wardrobe adequate for rehearsals and appearances during the ~~2024~~2023 Miss Teen USA Pageant, including at a minimum cocktail dresses; informal dresses for various evening events; rehearsal clothes such as shorts, sweats and T-shirts; appropriate attire for interviews (business clothes not required); appropriate footwear (including, for example, flat dance shoes for rehearsal) for the previously mentioned outfits; and, any other wardrobe we require to be in your titleholder’s possession upon arrival in the Host City. You are not required to furnish any wardrobe items if your titleholder already has those items in her possession. However, if your titleholder does not already have any necessary wardrobe items, you must give those wardrobe items to your titleholder as a prize or gift (or provide a large enough cash prize for her to purchase them).

[6] Actual cost dependent on work done by accountant and attorney, and standard regional rates.

[7] As applicable laws, rules and regulations in your state require. These costs will vary and are due to the type of services required for the events you decide to conduct and the municipality with which you contract.

[8] Up to twelve months’ premium for the insurance coverage we require.

[9] This estimated cost assumes you will also be granted the license to conduct the state pageant in your State preliminary to our ~~2024~~2023 Miss USA Pageant, and that we will require you to operate only one publicly accessible World Wide Web Site which will contain information about the state pageant you will conduct preliminary to our ~~2024~~2023 Miss USA Pageant on the homepage and information about your State Pageant preliminary to our ~~2024~~2023 Miss Teen USA Pageant on a subpage. An estimate of the main cost associated with developing the World Wide Web Site will be reflected in the separate disclosure document we provide to you offering a

license to conduct a pageant preliminary to the ~~2021~~2023 Miss USA Pageant, while the estimated cost in this chart reflects the cost associated with developing the subpage devoted to your State Pageant.

- [10] You may, at your option, elect to live stream your State Pageant on an over-the-top (“OTT”), App or website operated by us and/or one of our partners or affiliates. You will be required to pay any costs and fees associated with the live stream to the applicable vendor. Because these costs and fees vary significantly based on the service selected, we cannot estimate the total amount you will be required to pay.
- [11] The estimate of additional funds for the initial phase of your State Pageant operations and activities is based on your staff salaries and operating expenses for the first three months of operation. The additional funds required will vary by state; local economic conditions; the local market for State Pageant-related products and services you may sell; any compensation you may receive from Sponsors; and, the prevailing wage rate. You must provide security deposits for utilities and rent (and possibly for other items). We relied on our and our predecessor’s experience in licensing State Pageants to compile these estimates.

We and our affiliates do not finance your initial investment. In compiling these estimates, we rely on our and our predecessor’s experience in licensing State Pageants. You should review these figures carefully with a business advisor before making any decision to purchase the license.

ITEM 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

This Item describes your only current obligations to buy or lease from us, our affiliates, our designees or from suppliers we approve, or in accordance with our specifications. We issue specifications and standards to licensees in our Standards, and we may issue specifications and standards to approved suppliers in written communications to them.

Proprietary Products

We currently do not require you to purchase any proprietary products, but we may do so in the future. Any proprietary products we require you to purchase in the future must be purchased from us unless we approve an alternate product you propose, as described below. Proprietary products are those products that are part of our System, which are developed by, are proprietary to or kept secret by us, and which we designate for purchase by you. We do not expect to increase prices for our proprietary products beyond inflation in the applicable industry segment unless our costs increase due to shortages, catastrophes, strikes, Acts of God, or other causes beyond our control. Examples of proprietary products may include crowns and program covers.

[Our affiliates are not currently approved suppliers or the only approved suppliers of any products or services.](#)

In ~~the~~our fiscal year ended December 31, ~~2019~~2022, neither we nor any of our affiliates received any revenues from required purchases or leases of ~~proprietary~~ products ~~or leases~~ by licensees for State Pageants preliminary to the Miss Teen USA Pageant, but we

may do so in the future. ~~As described above, we will be the only approved supplier of our proprietary products when we offer them. Our affiliates are not currently approved suppliers or the only approved suppliers of any products or services.~~

No officer of ours owns any interest in an approved supplier.

If you propose an alternate product instead of purchasing any proprietary product from us, we will exercise our right of approval reasonably, in accordance with the following procedure:

- You must submit a written request to us for approval of the product and its supplier, together with a sample of the proposed product or, if this is not feasible, drawings showing the design of the product and describing its other characteristics sufficiently for us to make our determination. Because we do not currently require you to purchase any proprietary products from us, we do not currently assess a fee for evaluating alternate suppliers you propose. We do, however, reserve the right to charge a nominal fee in the future.
- You or the supplier must demonstrate to our reasonable satisfaction that the supplier is able to supply a product to you meeting our approval as to quality and style of design and our other qualifications and standards.
- We will give you written notice of our approval or disapproval of the proposed product within approximately three to six weeks. If we revoke approval of a product we have previously approved, we will give you written notice, stating the explanation for the revocation.

We are the only approved supplier of our proprietary products. There are no other products and no services for which we or our affiliates are the only approved suppliers.

Sponsors

Your Sponsors

You may enter into agreements with commercial enterprises and other organizations and entities (“your Sponsors”) for joint publicity and/or cooperative commercial endeavors within your state, if you first obtain our written permission and comply with the limitations described below and any restrictions or requirements in our Standards. You must notify us in writing of each sponsorship arrangement you propose. You must refrain from entering into any sponsorship arrangement for ten days after we receive your notice. However, if we do not respond within ten days following our documented receipt of your proposed sponsorship arrangement, this will constitute our approval. We may withhold approval of your proposed sponsorship arrangements for any reason or no reason, but will in no case approve any sponsorship arrangement involving tobacco, firearms, sexual or pornographic materials or products, or cosmetic surgery, or which do not otherwise meet our moral or ethical standards. Any agreement you enter into with any of your Sponsors must provide that it will automatically terminate when the License Agreement expires or is terminated.

Our Sponsors

We may negotiate and enter into agreements or arrangements with commercial enterprises, licensees and other organizations and entities (“our Sponsors”) for joint publicity and/or cooperative commercial endeavors within (and possibly outside) your State for our benefit, your benefit and the benefit of our Sponsors.

We will notify you of any arrangements we make with any of our Sponsors that affect your State Pageant. If our arrangement with our Sponsors do not directly conflict with any arrangements you have made with any of your Sponsors and that are previously approved by us (and the “Miss Teen USA Pageant-Related Circumstances” described below do not apply), you must comply with our directions for cooperation with our Sponsors, including (for example): engaging in cooperative marketing and publicity arrangements with our Sponsors; conducting special events associated with our Sponsors; cooperating with our Sponsors’ granting of special categories of awards and special prizes at State Pageant final or preliminary competitions; cooperating with our Sponsors in publicizing scholarships granted by our Sponsors to state titleholders or other contestants; distributing gift packages and/or promotional materials provided by our Sponsors to contestants, judges, spectators and/or other categories of persons our Sponsor designates; engaging contestants and titleholders to use their social media channels to promote Sponsors; working with us to schedule potential appearances with your contestants and/or titleholder, which could be within or outside your State on behalf of a Sponsor; providing a reasonable number of tickets to State Pageant events to our Sponsors as we direct; and, using display materials provided by our Sponsors at State Pageant events as we direct. However, our Sponsors will pay any documented expenses you, your contestants and/or titleholder incur in connection with these activities, and remuneration of your contestants, titleholder and/or reigning titleholder and yourself will be mutually agreed upon with the Sponsor in question.

It is important for you to note that if an arrangement we make with any of our Sponsors directly conflicts with any arrangements you have made with any of your Sponsors previously approved by us, then – except as described below under “Miss Teen USA Pageant-Related Circumstances”– you need not cooperate with our Sponsor, if you notify us of the nature of the conflict within a reasonable time after we advise you of our arrangement with our Sponsor.

If there is no conflict with any of your Sponsors or the “Miss Teen USA Pageant-Related Circumstances” described below apply, then, if we request, you must use your best efforts to cause your contestants, titleholder and/or reigning titleholder to work with our Sponsors for publicity, commercial and marketing purposes; post social media in connection with our Sponsors and Sponsor product offerings; to appear in advertisements and commercials produced by our Sponsors; to appear at fashion shows, trade shows and other events as requested by our Sponsors; and, to travel and make related public appearances. However, any documented expenses you, your contestants and/or titleholder incur in connection with these activities will be paid by Sponsors, and remuneration of your contestants, titleholder and yourself will be mutually agreed upon with the Sponsor in question.

We make no representation that we will negotiate or consummate any sponsorship arrangements for your State Pageant, or that we will ensure that you or any other licensee benefits from our sponsorship arrangements.

Miss Teen USA Pageant-Related Circumstances

Under the following circumstances, which we will refer to as the “Miss Teen USA Pageant Related Circumstances,” the priority of your Sponsors over our Sponsors will cease or temporarily not apply, as follows:

- If your titleholder wins or succeeds to the Miss Teen USA title, then, unless you first obtain our written permission, you will have no right to require her to use, endorse or publicize your Sponsors; you may not use or authorize others to use her Miss Teen USA title, her participation in your State Pageant, her state title, name, voice or likeness in connection with any product or commercial enterprise, including those of your Sponsors; and, you may not arrange or authorize others to arrange for her to give any written, verbal or other endorsement of any product, service or commercial enterprise, including those of your Sponsors.
- During the ~~2021~~2023 Miss Teen USA Pageant and any other events at the Host City or elsewhere which follow the final competition of your State Pageant and which are preliminary or immediately subsequent and related to the ~~2021~~2023 Miss Teen USA Pageant, you must comply with our Sponsor arrangements, even if in direct conflict with your Sponsor arrangements, and you must use your best efforts to cause your titleholder and/or reigning titleholder to comply with our Sponsor arrangements, even if they are in direct conflict with your Sponsor arrangements.

It is your responsibility to inform your titleholder and contestants about any of our Sponsors we have notified you about as necessary for the titleholder and contestants to comply with the commitments to give priority to our Sponsors under these circumstances. They undertake these commitments in the then-current form Contestant’s Entry Form/Contract for the State Pageant and for the Miss Teen USA Pageant (as found in the then-current Standards).

Payments from Our Sponsors and Other Vendors

We currently receive no revenues from sales of proprietary products to licensees, their contestants, titleholders and reigning titleholders from our Sponsors, vendors with whom we have Systemwide Supply Contracts ~~and~~or other vendors.

Miss Teen USA/Miss USA/Miss Universe Consumer Product Lines

We may negotiate and enter into agreements or arrangements with one or more commercial enterprises, licensees, retailers, manufacturers, and other organizations and entities for the creation, design, manufacture, sale, and/or promotion of consumer product lines utilizing the Proprietary Marks and/or association with the Miss Teen USA, Miss USA or Miss Universe brand (e.g., an apparel and accessories, footwear, jewelry, swimwear, makeup, hair, and/or skincare line) (“Licensed Product Lines”). We will notify you of any Licensed Product Lines. You must comply with all directions you receive from us for cooperation in connection with the promotion of the Licensed Product Lines, including (for example): engaging in cooperative marketing and publicity arrangements on behalf of the Licensed Product Lines; conducting special events to promote the Licensed Product Lines; engaging contestants and titleholders to use their social media channels to promote the Licensed Product Lines; working with us to schedule potential appearances with your contestants and/or titleholder, which could be within or outside the Country on behalf of the promotion of a Licensed Product Line; distributing gift packages and/or promotional materials featuring the Licensed Product Lines to contestants, judges, spectators and/or other categories of persons as dictated by us.

Promotional Activities in Cooperation with our Affiliates

We may arrange with ~~IMG Worldwide, LLC~~ [JKN Global Public Company Limited](#) and/or other affiliates of ours for promotional appearances by your titleholder, contestants or reigning titleholder and/or other promotional activities in connection with your State Pageant. We will notify you of any of these arrangements. You must comply with our directions for cooperation with our affiliates. If we request, you must cause your contestants, titleholder and/or reigning titleholder (as we or our affiliate request) to work with our affiliates for publicity, commercial and marketing purposes, to appear in advertisements and commercials produced by our affiliates, to appear at fashion shows, trade shows and other events as requested by our affiliates, and to travel and make public appearances in connection with them. We or our designee may pay any expenses you reasonably incur in connection with these promotional activities (we will determine in advance of any promotional appearance or activity whether we will pay for any such expenses and, if determine we will not, you will not be obligated to participate in these promotional appearances and activities).

You must comply with our directions for cooperation with our affiliates, including (for example): engaging in cooperative promotional marketing and publicity arrangements with our affiliates and conducting special events associated with our affiliates.

We make no representation that we will negotiate or consummate any arrangements of this type with our affiliates for your State, or that we will ensure that you or any other licensee benefits from promotional arrangements with any of our affiliates.

Preliminary Pageants

You alone must conduct any preliminary competitions or pageants held for the purpose of selecting contestants for your State Pageant (each, a “Preliminary Pageant”), but you may do so either directly or through one or more independent contractors you engage in

compliance with the provisions described below (each, a “Preliminary Pageant Contractor”). The term “Preliminary Pageant” also refers to all related activities conducted before and after the pageant, including, for example, recruiting contestants, selecting judges and promotional activities.

You will have no right to sublicense the Proprietary Marks (defined in Item 13) or any of your rights and privileges under the License Agreement to a Preliminary Pageant, or any other person or entity.

Any agreement you enter into with a Preliminary Pageant Contractor must, at a minimum, contain the following provisions:

- The Preliminary Pageant Contractor must be required to maintain the following insurance:

The Preliminary Pageant Contractor must be required to maintain the insurance requirements set forth in Item 7, must conform with the insurance requirements of the License Agreement and must name you, us and the other “Indemnitees” (see definition in Section 7.7 of the License Agreement) as additional insureds, and provide that the coverage afforded applies separately to each insured against whom claim is brought as though a separate policy had been issued to each insured. We make no undertaking or representation that the insurance that we require the Preliminary Pageant Contractor to obtain will insure you against any or all insurable risks of loss which may arise out of or in connection with the operation of the Preliminary Pageant.

- The Preliminary Pageant Contractor must indemnify you, us and the other Indemnitees in writing under indemnification obligations identical or exceeding the obligations of your indemnification obligations in the License Agreement. This indemnification must include all acts, errors, neglects and omissions of the Preliminary Pageant Contractor, and must (in addition to the parameters of the general indemnification provision in Section 7.7 of the License Agreement) extend to any alleged injury to the person or property of the spectators, contestants, sponsors and judges of any Preliminary Pageant, any Preliminary Pageant Contractor, you and your or the Preliminary Pageant Contractor’s officers, directors, partners, managers, agents and employees.
- The Preliminary Pageant Contractor must agree to comply with your instructions in all uses of the Proprietary Marks under your supervision and control. These instructions must conform to our requirements.
- The Preliminary Pageant Contractor must agree to comply with your instructions concerning the Preliminary Pageant under your supervision and control. These instructions must include (for example) venues, contestants, judges, sponsorships and prizes. These instructions must conform to our requirements.

The compensation you pay the Preliminary Pageant Contractor may consist of all revenues of the Preliminary Pageant, including (of example) all admission fees, entrance fees and consideration received in connection with sponsorships, minus the expenses of conducting

the Preliminary Pageant. All Preliminary Pageant revenues will otherwise be your property. The Preliminary Pageant Contractor can retain the consideration for conducting the Preliminary Pageant for you and the expenses of conducting the Preliminary Pageant from these revenues.

You may not accept any fee or payment, directly or indirectly, from any Preliminary Pageant Contractor, whether for the right to conduct the Preliminary Pageant for you or in any other way related to the Preliminary Pageant. The contestant herself, not the Preliminary Pageant Contractor, must pay any entrance fee you charge a contestant from the Preliminary Pageant to enter your State Pageant.

If you engage a Preliminary Pageant Contractor, you must supervise and control the Preliminary Pageant Contractor to make sure that:

- The Preliminary Pageant Contractor complies with our requirements concerning the use of the Proprietary Marks, and
- The Preliminary Pageant Contractor complies with all our other Preliminary Pageant requirements, including, for example, the venues, contestants, potential contestants, judges, sponsorships and prizes.

Insurance

You must maintain the following insurance:

- Commercial General Liability Insurance with limits not less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate, and \$5,000 medical expense (any one person). The policy must include participant legal liability and afford coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to your limit of liability. This insurance may not have a deductible or self-insured retention of over \$5,000.
- Commercial Automobile Liability Insurance. If any vehicle is operated in connection with the conduct of your State Pageant or any related events, activities and operations (including personal appearances by your titleholder, reigning titleholder or contestants), automobile liability coverage, including coverage of owned, non-owned and hired vehicles, with minimum limits of liability in the greater of (a) the amount required by all applicable state and federal laws, or (b) \$1,000,000 for any number of persons injured or killed in one accident, and a minimum limit of \$300,000 for injury, destruction or loss of use of property of third persons as the result of any one accident.
- Workers' Compensation Insurance as required by applicable law, and Employer's Liability Insurance with a limit not less than \$500,000 per occurrence.
- Excess or Umbrella Liability Insurance with suggested limits of \$3,000,000.

- Media Liability Insurance (Errors & Omissions) with suggested limits not less than \$1,000,000 per claim and \$1,000,000 annual aggregate, protecting you and us for claims brought by third parties as a result of a media injury. Policy shall include coverage for liabilities arising out invasion of privacy; defamation; libel; slander; disparagement (including product disparagement); plagiarism and other unauthorized use of material, names, or trademarks; breach of license agreement; copyright infringement; breach of implied contract arising out of the submission of ideas or any other breach or unintentional breach of contract relating to services performed under the License Agreement. If this insurance is arranged on a “claims-made” basis, an extended reporting period must be sufficient to satisfy your indemnification obligations under the License Agreement.

We may modify the required minimum limits of insurance coverage from time to time by written notice to you.

General

You must conduct your State Pageant and related competitions, events, activities and operations at all times (a) in compliance with the Miss Teen USA System, including all standards, procedures and policies that we from time to time establish (in our Standards or otherwise), as though we specifically required them in the License Agreement and (b) in a manner and form that does not tarnish, disparage, or reflect adversely on the Proprietary Marks or on us, our affiliates, officers, directors or employees.

You must not, at any time, engage in any activity that might: bring us, the Miss Teen USA System, ~~IMG Worldwide, LLC~~ [JKN Global Public Company Limited](#), or any of our respective [parents](#), subsidiaries, affiliated or related companies, officers, directors, partners, shareholders or employees into public disrepute, ridicule, contempt or scandal; otherwise reflect unfavorably upon any of these individuals or entities; or shock, insult or offend any class(es) or group(s) in the community.

There is no requirement that you buy a computer or electronic cash register system, but you must have regular access to a computer with a connection to the Internet so that you can review and maintain the Web Site and Social Media Pages. You can use any computer hardware and software you desire to access the Internet.

There are no purchasing or distribution cooperatives. We provide you with no material benefits (such as granting additional licenses) based on your use of designated or approved sources.

There are currently no required purchases to establish and operate a State Pageant business.

ITEM 9 FRANCHISEE’S OBLIGATIONS

This table lists your principal obligations under the license and other agreements. It will help you find more detailed information about your obligations in these agreements and in other Items of this Disclosure Document.

	Obligation	Section in Agreement	Item in Disclosure Document
a.	Site selection and acquisition/lease	Section 8.1 (A) of License Agreement	Items 7 and 11
b.	Pre-opening purchases/leases	Article 9 of License Agreement	Items 6, 7, 8 and 11
c.	Site development and other pre-opening requirements	Not applicable	Not applicable
d.	Initial and ongoing training	Section 7.5 of License Agreement	Item 11
e.	Opening	Section 7.1 of License Agreement	Item 11
f.	Fees	Article 5 of License Agreement	Items 5 and 6
g.	Compliance with standards and policies/Operating Manual	Article 7 and Section 6.1 of License Agreement	Items 7, 8, 11, 15 and 16
h.	Trademarks and proprietary information	Articles 16 and 19 of License Agreement	Items 13 and 14
i.	Restrictions on products/services offered	Articles 8 and 9 of License Agreement	Item 16
j.	Warranty and customer service requirements	Not applicable	Item 16
k.	Territorial development and sales quotas	Not applicable	Item 12
l.	Ongoing product/service purchases	Article 9 of License Agreement	Items 6 and 8
m.	Maintenance, appearance and remodeling requirements	Section 8.1 (A) of License Agreement	Item 11
n.	Insurance	Article 10 of License Agreement	Items 7 and 8
o.	Advertising	Article 11 of License Agreement	Item 11
p.	Indemnification	Section 7.7 of License Agreement	Items 6 and 8
q.	Owner's participation/management/staffing	Sections 7.5 and 8.3 of License Agreement	Item 15
r.	Records and reports	Article 12 and Section 8.1(E) of License Agreement	Not applicable
s.	Inspections and audits	Sections 7.10 and 12.2 of License Agreement	Not applicable
t.	Transfer	Article 15 of License Agreement	Item 17
u.	Renewal	Article 4 of License Agreement (we have no obligation to renew)	Item 17
v.	Post-termination obligations	Article 19 of License Agreement	Item 17
w.	Non-competition covenants	Article 14 of License Agreement	Item 17
x.	Dispute resolution	Articles 21-24 and 27, Section 14.3 of License Agreement	Item 17
y.	Other	Not applicable	Not applicable

ITEM 10 FINANCING

We do not offer direct or indirect financing. We do not guarantee your note, lease or obligation.

ITEM 11 FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEM AND TRAINING

Except as listed below, we are not required to provide you with any assistance. Before you commence operations, we will:

- (1) Designate your state as your "State" in your License Agreement. (License Agreement, Section 3.1)

We do not approve or disapprove the sites for your office or venues for your State Pageant final competition, any preliminary competitions you conduct, or any other related events you conduct, although these venues must comply with our standards and requirements.

- (2) Furnish you a copy of our Standards. Our Standards may take the form, formally or informally, of one or more written bulletins; notices; facsimiles; written notices; electronic communications; or, any other forms of memorialization. You must strictly comply with our Standards in conducting your State Pageant operations. We can change the Standards, and you must comply with these changes when you receive them, but they will not materially alter your rights and obligations under the License Agreement or place an excessive economic burden on your operations. (License Agreement, Section 6.1)

The following is the table of contents of the "Operations Manual" portion of the Standards (which has 56 total pages) as of the date of this Disclosure Document:

TOPIC	NUMBER OF PAGES
1 Introduction	2
2. Ethics	3
3. Conducting Preliminary and State Pageants	33
4. Miss USA & Miss Teen USA Pageant Participation	7
5. Advertising, Promotion and the Media	8
6. Business Management	3

- (3) Approve or disapprove any advertising, direct mail, identification and promotional materials and programs you propose within 10 days of receipt. If we do not respond in 10 days, the material is approved. (License Agreement, Section 11.1)
- (4) Approve or disapprove your State Pageant Directors and your State Pageant Titleholder Managers. (License Agreement, Section 7.5)

- (5) Have the right, but not the obligation, to conduct an annual State Pageant Directors Meeting while you are on-site during the [2021-2023](#) Miss Teen USA Pageant competition. See below in this Item 11. (License Agreement, Section 6.3)
- (6) Accept the winning contestant from your State Pageant (your “winning contestant” or “titleholder”) as a contestant in the [2021-2023](#) Miss Teen USA Pageant, if she signs the then-current form Miss Teen USA Pageant Contestant’s Entry Form/Contract (as found in the then-current Standards) and complies with and fulfills all the eligibility and other requirements and obligations which we impose on her through the Miss Teen USA Pageant Contestant’s Entry Form/Contract which we will supply to you in the Standards. We will furnish hotel accommodations and meals for your titleholder during the [2021-2023](#) Miss Teen USA Pageant competition. (License Agreement, Section 6.2)

We are not contractually obligated to assist you in resolving any operational problems you encounter.

Training

While there is no formal initial training program, we may, but are not required to, conduct an annual State Pageant Directors Meeting while you are on-site during the [2021-2023](#) Miss Teen USA Pageant competition. If applicable, we will advise you of the date and place of this meeting. If we conduct a State Pageant Directors Meeting, your State Pageant Director must attend. You must pay all related expenses of your attendees, such as transportation costs, meals, accommodations and living expenses. (License Agreement, Section 6.3)

We may also offer you specialized seminars for a fee. These will all be optional. These seminars may cover such topics as choreography; photography; stylist activities; hair styling; hair care; and, cosmetics. No licensees have participated in these specialized seminars during the preceding twelve months. These seminars would be conducted under the supervision of [Carlos Fernandez Paula Shugart](#). [MrMs. Fernandez Shugart](#) has been employed by us as [Director, Global Franchise Operations President](#) since [January, 2016](#) [October 2022](#), and was employed by our [predecessor, predecessors, IMG and MULP, from 2006 to January, 2016](#) [since 2001](#) in various capacities. [HeShe](#) has over [tentwenty](#) years of experience with us [and our predecessors](#) and in the industry.

Advertising and Promotional Information

There is no advertising fund. There are no advertising cooperatives or any advertising council composed of licensees and we do not have the power to form or dissolve advertising cooperatives or councils. We have no obligation to maintain any advertising program. We currently advertise the Miss Teen USA Pageant using print, radio and television, with regional, national and international coverage. We currently employ an in-house public relations department.

You must advertise, promote and publicize your State Pageant using print, [television](#) [televisin](#), radio, online, digital and electronic media, as required below and as we may require in our Standards or otherwise. However, there will be no requirements for you to purchase advertising space or time on print, television, radio and/or other forms of

electronic media in connection with the advertising, promotion and publicizing of your State Pageant. You may only use advertising and promotional materials which we have either furnished to you or approved in writing in advance. Except for any advertising and promotional materials we furnish to you, you must submit to us for approval copies of all proposed advertising and promotional material before you use or disseminate them. If we do not respond within 10 days following our documented receipt of your proposed advertising and promotional material, this will constitute our approval. Neither our approval of nor failure to exercise our right to review your proposed advertising and promotional materials will constitute an opinion as to the legal appropriateness or adequacy of such advertising and promotional materials or their manner of use. You are solely responsible for compliance with all aspects of federal, state and local laws and regulations applicable to the use of your advertising and promotional materials.

To obtain state and national publicity, you must release photographs of your titleholder to local newspapers, online and digital media outlets, and state, national and regional news syndicates and release videotape showing your titleholder to local, national and regional television networks and online and digital media outlets. Upon our request, you must supply us with copies of these photographs and videotapes and accompanying press releases, with evidence of their dissemination to and/or use by the various media.

You must make every effort to foster and promote the public's perception of the relationship between your State Pageant competitions and the Proprietary Mark "MISS TEEN USA." For this purpose, you must publicize and use the Proprietary Mark "MISS TEEN USA" and/or the design logo(s) we prescribe, with your right to use the Proprietary Marks limited to your State Pageant and the promotion, publicity and advertising of your State Pageant, and the requirements and instructions in our Standards or otherwise. This required use consists, at a minimum, of the following requirements:

- You must prominently feature the Proprietary Mark "MISS TEEN USA" at least once and the design logo which we designate at least once, in every program, playbill or other event bulletin you publish in connection with your State Pageant or containing any reference to your State Pageant.
- You must prominently feature the Proprietary Mark "MISS TEEN USA" at least once in any press release you issue in print, via broadcast, via e-mail, via Internet distribution, or otherwise in connection with your State Pageant.
- You must prominently feature the Proprietary Mark "MISS TEEN USA" at least once, in a manner conveying the relationship between us, in any other promotion or business materials utilized by or prepared for you in connection with your State Pageant or containing any reference to your State Pageant.
- You must prominently feature the Proprietary Mark "MISS TEEN USA" at least once, in a manner conveying the relationship between us, on the Web Site and Social Media Pages and on any other approved social media or mobile media platforms for your State Pageant.

Web Sites

You must maintain a publicly accessible World Wide Web site and Facebook and Instagram social media pages for your State Pageant (the “Web Site and Social Media Pages”). You need not purchase any computer for this purpose, but you must have regular access to a personal computer with a connection to the Internet so that you can review and maintain the Web Site and Social Media Pages. Your Internet provider must be reputable, experienced and otherwise reasonably acceptable to us.

The following requirements will apply to the Web Site and Social Media Pages discussed above and any other web site, page or profile you maintain on the internet:

- You must submit to us for approval before use your proposed HTML documents (and documents in any other hypertext markup language) including, for example, all proposed links, frames and meta tags, and true and correct printouts of all Web and social media pages you propose to use in the Web Site and Social Media Pages. You agree that we must have the right to approve all such Web and social media materials because they will include and be inextricably linked with our Proprietary Marks. You may only use material which we have approved. The Web Site and Social Media Pages must conform to all of our requirements, whether in our Standards or otherwise. You may be required to update the Web Site and Social Media Pages on a regular basis in order to keep the content current with your on-going State Pageant events, operations and business. We may (but will have no obligation to) furnish you with materials and content for the Web Site and Social Media Pages. If we do so, you must use the materials and content as we require, and, if we require, you must adapt and localize the materials and content. We will remain at all times the only owner of the domain names, home page addresses and social media pages for the Web Site and Social Media Pages and the only owner of the copyrights and all other intellectual property rights for all material and content which appears on the Web Site and Social Media Pages.
- You must provide all hyperlinks or other links that we require. You may not use any of the Proprietary Marks on the Web Site and Social Media Pages except as we expressly permit. And any use by you of the Proprietary Marks on the Web Site and Social Media Pages will be under license from us. You may not post any of our proprietary, confidential or copyrighted material or information on the Web Site and Social Media Pages without our advance written permission. If you wish to modify your approved Web Site and Social Media Pages, all proposed modifications must also receive our advance written approval.
- You may not post on the Web Site and Social Media Pages any material in which any third party has any direct or indirect ownership interest (including, for example, video clips, photographs, sound bites, copyrighted text, trademarks or service marks, or any other text or image in which any third party may claim intellectual property ownership interests) without permission from us, which we may withhold from you for any reason or no reason, and from the third party provider that owns the material. You must incorporate any other information we require on the Web Site and Social Media Pages as we require. The requirement for our advance approval will apply to all your activities on the Internet or other computer communications network, except that you may maintain one or more e-mail addresses and may conduct individual e-mail

communications without our advance written approval. You must obtain our advance approval as provided above if you propose to send advertising to multiple addressees via e-mail.

- You must provide links on the Web Site and Social Media Pages to any Web sites we maintain, if we require. You must incorporate on the Web Site and Social Media Pages any other information we require in the manner we require.
- You must obtain our advance written approval for each Internet domain name, home page address and social media page. We will be, and at all times remain, the only owner of the domain name, home page address and social media page for the Web Site and Social Media Pages and the contents thereof. We will arrange for the centralized registration of the domain name for your Web site. If we notify you that we will not offer you a license for the next year, we will have the right to withdraw our approval for the Internet domain name, home page address and/or social media page for the Web Site and Social Media Pages and we may permit our State licensee for the next year to immediately use that Internet domain name, home page address and/or social media page for such licensee's State Pageant Web site and/or social media pages. In such event, you may submit a new Internet domain name, home page address and/or social media page for our advance written approval for the Web Site and Social Media Pages.
- We may monitor the Web Site and Social Media Pages at all times.
- As stated above, we will remain at all times the only owner of the domain name, home page address and/or social media page for the Web Site and Social Media Pages and their content. Upon the expiration or termination for any reason of the License Agreement, if we so request, you must irrevocably assign and transfer to us (or to another licensee or other designee of ours) any interest you may nevertheless have in the domain name, home page address and social media page of the Web Site and Social Media Pages and the materials and content which appears or has appeared thereon. If we so request, you agree to sign any documents and perform any other actions we require to effectuate this assignment and transfer and otherwise ensure that all these rights revert to us (or to another licensee or other designee of ours). Following the expiration or termination of the License Agreement, then you may never again make any use of any kind of the content, material, domain name, home page address or social media page of the Web Site and Social Media Pages. Whether or not we request an assignment and transfer of the Web Site and Social Media Pages, following the expiration or termination of the License Agreement, you may not establish any Web site or social media page using any similar or confusing domain names, home page addresses and/or social media pages, and you may not identify yourself on any Web site or social media page as a former licensee of ours.
- All material and information which appear on the Web Site and Social Media Pages will constitute "Confidential Information" as defined in the License Agreement.
- You may not offer or sell any products or services from, through or at the Web Site and Social Media Pages without first obtaining our written permission. We can withhold this permission for any reason or no reason.

- You will be solely responsible for strict compliance with all aspects of federal, state and local laws, rules and regulations applicable to the operation of the Web Site and Social Media Pages and for all other legal aspects of the Web Site and Social Media Pages, including, the implementation of legal notices, terms and conditions of use, privacy policies, compliance with privacy and data security laws, rules and regulations, and compliance with the Americans with Disabilities Act (“ADA”).

If the Web Site and Social Media Pages fail to comply in any respect with these requirements, you must stop operating the Web Site and Social Media Pages until you comply with our requirements.

Other than the Web Site and Social Media Pages discussed above, you may not maintain any presence on the Internet, including through the use of any other World Wide Web site or a page or profile on any social media website such as Twitter, Pinterest, Tumblr and LinkedIn, in connection with your State Pageant or any related competitions, events, activities and operations without first obtaining our written approval.

General

There is no requirement that you buy a computer or electronic cash register system, but you must have regular access to a computer with a connection to the Internet so that you can review and maintain the Web Site and Social Media Pages (see above in this Item 11). If you do choose to purchase a basic personal computer in order to connect to the Internet, the price can range from \$100 and up. You can use any computer hardware and software you desire to access the Internet. You need not generate or store any specific information in any personal computer you purchase, and we will not have independent access to any computer you purchase or otherwise use. We and our affiliates do not have any obligation to provide ongoing maintenance, repairs, upgrades or updates to your computer. You have no obligation to upgrade or update any system during the term of your Agreement.

There is no specific time when your “business opens,” but you must begin fulfilling your obligations under the License Agreement immediately after we sign the License Agreement. Factors such as your ability to locate and secure a venue for your State Pageant, designate and receive our approval for State Pageant Directors and State Pageant Titleholder Managers, and identify contestants may impact your commencement of operations. You must hold the final competition of your State Pageant for the selection of your titleholder between December 1, 2022 and September 1, ~~2020 and December 1, 2020~~2023, unless we otherwise approve in writing.

ITEM 12 TERRITORY

We will assign you an exclusive geographic area for your State Pageant (your “State”), which will consist of one entire state (the District of Columbia is considered a “state”). Your right to establish and operate a State Pageant preliminary to the ~~2021~~2023 Miss Teen USA Pageant will be restricted to your State. You must conduct your State Pageant in your State. We will not approve the relocation of your franchise business under any circumstances.

Within your State, we and our affiliates will not operate a Pageant preliminary to the ~~2021~~2023 Miss Teen USA Pageant or authorize anyone else to do so, if you are not in default under the License Agreement and all other related agreements, and except as described below in this Item 12. These restrictions will terminate immediately upon the expiration or termination of the License Agreement for whatever reason.

We and our affiliates have the right, now or in the future:

- To conduct, and to enter into licenses, contracts, and/or joint venture agreements for the conduct of, State Pageants preliminary to the Miss Teen USA Pageant outside your State, as we consider appropriate.
- Within or outside of your State, to conduct (and to grant licenses and contracts, and/or enter into joint venture agreements for others to conduct) under other Proprietary Marks any pageants and competitions that are not preliminary to the Miss Teen USA Pageant.
- Within or outside of your State, to offer and sell services and products to any customer anywhere (including customers within your State) through any wholesale, retail or direct to consumer distribution method or channel of any kind, including alternative channels of distribution, for example electronic marketing, such as computer network sales via the World Wide Web and/or other solicitations via the Internet or other on-line network, “800” or similar toll-free telephone numbers; catalogs; telemarketing or other direct marketing sales; whether utilizing the Proprietary Marks or any other marks. You will receive no compensation in connection with such sales.
- Upon the termination or expiration of the License Agreement, to conduct within your State (either ourselves or through licenses, joint ventures or any other business combination) State Pageants which are preliminary to the Miss Teen USA Pageant and similar to your State Pageant which you will conduct under the License Agreement.

You may not offer or sell any products or services via the Web Site and Social Media Pages or any other channel of distribution without first obtaining our written permission. We can withhold this permission for any reason or no reason. You may not solicit or accept orders from consumers for any products or services outside of your State, or use other channels of distribution, such as the Internet, catalog sales, telemarketing, or other direct marketing, to make sales of any products or services outside of your State, without first obtaining our written permission. We can withhold this permission for any reason or no reason.

We also conduct Miss Universe Pageants under the “Miss Universe” trademark and Miss USA Pageants under the “Miss USA” trademark, and we grant licenses to conduct

pageants preliminary to these pageants. We only grant license rights to one Miss Universe licensee in each country, to one Miss Teen USA licensee in each state and to one Miss USA licensee in each state. There is no formal mechanism for resolving any conflicts regarding location, sponsors, support or services due to these activities. Any resolution of these conflicts will be entirely within our business judgment. All of our business activities relating to Miss Teen USA, Miss USA and Miss Universe pageants are conducted from the same office at our principal business address.



Unless we approve otherwise, you must feature no fewer than 25 contestants at your State Pageant's competition. If you feature fewer than the number of contestants in the preceding sentence, we will consider this as a factor in deciding whether or not to offer you a License Agreement for the next year's State Pageant. There are no other quotas. There are no circumstances that permit us to modify your territorial rights under a License Agreement that you and we have already signed. There are no options, rights of first refusal, or similar rights to acquire additional licenses.

ITEM 13 TRADEMARKS

The principal commercial symbol which we will license to you appears on the cover of this Disclosure Document.

The following is a description of our principal trademarks and service marks (which we obtained after closing the Transaction described in Item 1) which are registered in the United States (we also maintain trademark and service mark registrations in many countries throughout the world).

FEDERAL REGISTRATIONS

REGISTRATION NUMBER	DESCRIPTION OF MARK	PRINCIPAL OR SUPPLEMENTAL REGISTER	REGISTRATION DATE
1,660,124	MISS TEEN USA	Principal	10/8/91
3,699,329	MISS TEEN USA STATE CROWN DESIGN 	Principal	10/20/09
2,253,335	WOMAN WITH STARS LOGO 	Principal	6/15/99

The “Proprietary Marks” means those of our trademarks, service marks, trade names, symbols, logos, copyrights and other intellectual property that we license to you under the License Agreement. We will license to you the Proprietary Marks which are shown on Exhibit A to the License Agreement, and which we do not later designate as withdrawn from use, together with those which we may later designate in writing. All required affidavits and renewals have been filed.

There are presently no effective determinations of the U.S. Patent and Trademark Office, any trademark trial and appeal board, the Trademark Administrator of any state or any court, any pending interference, opposition, or cancellation proceeding, or any pending material litigation involving any of the above-referenced Proprietary Marks which is relevant to your use. There are no agreements which significantly limit our rights to use or license the Proprietary Marks. There are no infringing uses or superior prior rights known to us that we believe can materially affect your use of the Proprietary Marks in the United States or your state.

If you receive notice, are informed or learn that any third party which you believe is not authorized to use the Proprietary Marks is using the Proprietary Marks or any variant of the Proprietary Marks, you must promptly notify us. We will then determine whether or not we wish to take any action against the third party in question. You will have no right to make any demand or to prosecute any claim against any alleged infringer of our Proprietary Marks for or on account of an alleged infringement.

We have the right to control any administrative proceedings or litigation involving a trademark licensed by us to you. If you learn of any claim, suit or demand by a third party against you on account of any alleged infringement, unfair competition, or similar matter relating to the use of the Proprietary Marks or any of our copyrights (each, a “claim”), you must promptly notify us. We will then promptly take any action we may consider necessary to protect and defend you against the claim and indemnify you against any loss, cost or expense incurred in connection with the claim, if the claim is based solely on any alleged infringement, unfair competition, or similar matter relating to the use of the Proprietary Marks or copyrights. You may not settle or compromise the claim without our advance written consent. We may defend, compromise and settle the claim at our own expense, using our own counsel. You must cooperate fully with us in connection with the defense of the claim. You grant irrevocable authority to us, and appoint us as your attorney in fact, to defend and/or settle all claims of this type. You may participate at your own expense in the defense or settlement, but our decisions with regard to the settlement will be final. We will have no obligation to defend or indemnify you if the claim arises out of or relates to your use of any of the Proprietary Marks and/or our copyrights in violation of the terms of the License Agreement.

You must affix our Proprietary Marks at the locations where your State Pageant competitions and other State Pageant-related events are being conducted, and your signs, stationery, advertising, sales/promotional materials, equipment, fixtures and other objects, in the size, color, lettering style and fashion and at the places which we may designate.

If it becomes advisable at any time for us and/or you to modify or discontinue using any Proprietary Mark and/or to use one or more additional or substitute trade or service marks,

you must comply with our directions within a reasonable time after receiving notice. We need not reimburse you for your direct expenses of changing the signs, for any loss of revenue due to any modified or discontinued Proprietary Mark, any loss of goodwill associated with any modified or discontinued Proprietary Mark, or for your expenses of promoting a modified or substitute trademark or service mark.

ITEM 14 PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

Copyrights

We hold no patents and we have no pending patent applications. Our ~~predecessor, MULP, predecessors~~ registered copyrights with the United States Copyright Office for ~~the videotapes or DVDs and digital media, program books and telecasts~~ of ~~its~~ past Miss Teen USA Pageants. ~~MULP's~~ Those copyrights were ~~assigned to~~ acquired by us on ~~September 10 October 3, 2015~~ 2022, and the ~~assignment~~ required ownership document was ~~recorded~~ filed with the United States Copyright Office ~~on May 30, 2017 under~~. We are awaiting confirmation that the document number V9935D044. ~~We also own valid and subsisting U.S. copyright registrations for past Miss Teen USA program books and video recordings of Miss Teen USA Pageant telecasts, and we~~ has been recorded. We intend to register ~~additional~~ copyrights for digital media, program books and video recordings for telecasts of future Miss Teen USA Pageants. ~~For example, among others, we own valid and subsisting U.S. copyright registrations for the Miss Teen USA 2016 (program book), registered on November 15, 2016 under registration number VA0002054761, the Miss Teen USA 2017 (program book), registered on November 3, 2017 under registration number TX0008523747, the Miss Teen USA 2015 Pageant video recording, registered on March 18, 2016 under registration number PA0002021610, and the Miss Teen USA 2017 Pageant video recording, registered on March 22, 2018 under registration number PA000211121.~~ We will not grant you a license to use the digital media, program books or ~~videotapes or DVDs~~ telecasts of Miss Teen USA Pageants under the License Agreement.

In addition, we claim common law copyrights on certain forms, advertisements, promotional materials and other written materials which we may license you to use. We also claim copyrights and other proprietary rights in our Standards.

There are no agreements currently in effect which significantly limit your right to use any of our copyrights. Also, there are no currently effective determinations of the U.S. Patent and Trademark Office, Copyright Office (Library of Congress) or any court pertaining to or affecting any of our copyrights discussed above. Finally, as of the date of this Disclosure Document, we are unaware of any infringing uses of or superior prior rights to any of our copyrights which could materially affect your use of them in this state or your state.

We have the right to control any administrative proceedings or litigation involving a copyright licensed by us to you. If you learn of any claim relating to the use of any of our copyrights, you must promptly notify us. We will then promptly take any action we may consider necessary to protect and defend you against the claim and indemnify you against any loss, cost or expense incurred in connection with the claim, if the claim is based solely on any alleged infringement, unfair competition, or similar matter relating to the use of the copyrights. You may not settle or compromise the claim without our advance written consent.

We can defend, compromise and settle the claim at our own expense, using our own counsel. You must cooperate fully with us in connection with the defense of the claim. You grant irrevocable authority to us, and appoint us as your attorney in fact, to defend and/or settle all claims of this type.

You may participate at your own expense in the defense or settlement, but our decisions with regard to the settlement will be final. We will have no obligation to defend or indemnify you if the claim arises out of or relates to your use of any our copyrights in violation of the terms of the License Agreement.

Confidential Information

You may never, whether before or after the License Agreement expires or is terminated, reveal any of our confidential information to another person or use it for any other person or business. You may not copy any of our confidential information or give it to a third party except as we authorize. Your State Pageant Directors and all other individuals employed or agents contracted by you as well as any individual having ownership participation in you or association with or service to you must sign our Confidentiality Agreement/Non-Competition Agreement (Exhibit B to the License Agreement).

Intellectual Property, Promotional Materials, Etc. That You Develop

Under the terms of the License Agreement, you irrevocably and permanently license to us for incorporation in the Miss Teen USA System and use by us, our affiliates and (if we determine) other System licensees, throughout the country, all of the following if they are developed by or for you in connection with your State Pageant or any activities in connection with your State Pageant: all intellectual property created for, adopted by or purchased for or in connection with your State Pageant (except as otherwise provided for in the License Agreement); services, programs, products, merchandise, goods and/or equipment used or sold by your State Pageant; your means, manner and style of conducting State Pageant events and your operations in connection with your State Pageant; any events, programs, products and services developed for your State Pageant (including, for example, any computer software); and, all sales, marketing, advertising and promotional programs and campaigns developed by or for you. We, our affiliates and other licensees will not be liable to you in any way, whether for compensation or in any other way, because of this license. You must cooperate with us in exploiting any of these rights, while we pay you any reasonable expenses which we authorize you to incur in connection with this exploitation by us, our affiliates and licensees. You acknowledge and agree that we own, control and retain exclusively all rights, other than those specifically granted to you in the License Agreement, arising out of or in connection with your State Pageant, including, all dramatic, musical, stage, radio, publication, television, merchandising, videocassette, video disk, Internet, computer on-line, personal appearance, and motion picture rights (whether live, on film, on tape, electronic, digital and by any other media and/or means of capturing, memorializing, replaying, broadcasting, or communicating images and/or sound (now known or later developed). Under the License Agreement, you are permitted to televise your State Pageant during the term of your Agreement with our advance written approval. We will not unreasonably withhold this approval. You may, at your option, elect to live stream your State Pageant on an OTT, App or website operated by us and/or one of our partners or affiliates and you must comply with our Standards, which may require you to

make changes to your State Pageant, including changes to the music, video and/or photography.

License To Recordings, Media, Records, Etc.

If we decide to use any photographic, movie film, videotape, video disk, audiotape, electronic, digital or other recordings and/or means of capturing, memorializing, replaying, broadcasting, or communicating images and/or sound (now known or later developed) of your State Pageant competitions, activities and events (including, for example, your final competition) which you have had made, we will pay you any incremental costs you incur in furnishing them to us. Under the terms of the License Agreement, we own and control all copyrights and other intellectual property rights to all of these recordings, media and records. You must assign all rights which you may have to all of these recordings, media and records to us. We will have no limitation on the uses that we may make of such recordings, media and records. We will have the right to use, and grant others the right to use, such recordings, media and records worldwide forever in any manner, method, and media, now known or hereafter devised, for whatever purpose we may determine. We and our affiliates will not be liable to you in any manner, whether for compensation or otherwise, as a consequence of this license. Under the License Agreement, we grant to you a nontransferable, non-assignable and non-exclusive license to use the recordings, media and records which you have had made solely in connection with your State Pageant during the term of the Agreement, so long as you obtain our approval before your use of such materials.

Rights Granted by Your Titleholder and Contestants

Your titleholder must sign the then-current form Miss Teen USA Pageant Contestant's Entry Form Contract (as found in the then-current Standards), and your contestants must sign a State Pageant Contestant Entry Form/Contract consisting of, or containing at a minimum, the provisions found in the then-current Standards. The Miss Teen USA Pageant and State Pageant Contestant Entry Form/Contracts include, among other provisions, their grant to us of all media, personal appearance and other rights of the contestant or titleholder in connection with her participation in and/or the presentation of your State Pageant, the Miss Teen USA Pageant, and any related events before or after either Pageant. You must cooperate with us in exploiting these rights, while we pay you any reasonable expenses which we authorize you to incur in connection with this exploitation of rights. You must retain the signed State Pageant Contestant Entry Form/Contracts (and any other documents we require your contestants to sign) for at least two years from the date of your State Pageant finals.

ITEM 15 OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

Your Duties

You must personally and directly supervise the conduct of your State Pageant, unless we otherwise permit in writing. You must devote the amount of your time, attention and best efforts to the performance of your duties under the License Agreement that is necessary for the proper and effective conduct of your State Pageant and the management of your State

Pageant titleholder (see below). If you do not do so, this will be a material and incurable breach of the License Agreement which, unless we waive the breach, will entitle us to terminate the License Agreement immediately upon notice to you, with no opportunity for you to cure.

State Pageant Director

If you are an individual, you must serve as State Pageant Director. If you are an entity, then you must designate a State Pageant Director. Your State Pageant Director will have day-to-day management responsibility for your State Pageant, exercise direct supervision and personally participate in the conduct and activities of your State Pageant. You must inform us in writing of the identity of your State Pageant Director and any successor State Pageant Directors. Each State Pageant Director must receive our advance written approval. We will not unreasonably withhold this approval.

The definition, duties, and responsibilities of the State Pageant Director may be found in our Standards.

State Pageant Titleholder Manager

In addition, you must designate an individual to serve as your State Pageant Titleholder Manager, who may be the same person as your State Pageant Director. You must inform us in writing of the identity of your State Pageant Titleholder Manager.

Your State Pageant Director, State Pageant Titleholder Manager and every other member of your staff must satisfy the specifications and criteria we set forth in our Standards concerning the selection, qualifications, hiring, training, pre-training and post-training duties of your staff. All staff you employ must maintain the standards of appearance, manner and demeanor we establish in our Standards or otherwise.

Under your direct supervision, your State Pageant Titleholder Manager will be responsible for managing the activities in your State of:

- The reigning State Pageant titleholder from the preceding year's State Pageant (the "reigning titleholder"), from the effective date of the License Agreement until the successor titleholder is selected at your State Pageant and
- Your State Pageant titleholder (that is, your titleholder) from the date she wins your State Pageant until the judging of the ~~2021~~2023 Miss Teen USA Pageant (and, if she does not win or succeed to the ~~2021~~2023 Miss Teen USA title, until the expiration of the License Agreement.

You may not charge any fee for these managerial services or request from your titleholder, contestants or reigning titleholder any money, awards or consideration which your titleholder receives from us and/or our Sponsors in connection with the Miss Teen USA Pageant or that the reigning titleholder received from us and/or our Sponsors in connection with her participation in the preceding year's Miss Teen USA Pageant as consideration for your State Pageant Titleholder Manager's provision of these managerial services. However, you may retain up to 20% of the gross monies and other consideration received or due from

personal appearances, commercial endorsements, speaking engagements, modeling engagements and other services in the entertainment or allied fields that you secure for your titleholder.

When the License Agreement expires, under the next year's License Agreement for your state, your State Pageant Titleholder Manager (or that of a licensee who replaces you) will perform these management activities within your state for the reigning titleholder from the effective date of next year's License Agreement until the titleholder delegate is selected at next year's State Pageant.

The responsibilities of your State Pageant Titleholder Manager will include, during the applicable periods described above, the following: preparing your titleholder for her competition as contestant in the ~~2021~~2023 Miss Teen USA Pageant and for the activities and events related to the ~~2021~~2023 Miss Teen USA Pageant; helping your titleholder and the reigning titleholder in their career paths; supporting the official Miss Teen USA causes and/or charities that we designate; advising your titleholder and the reigning titleholder concerning their wardrobe, hairstyle and cosmetics; attending premier social and celebrity events with your titleholder and the reigning titleholder; publicizing the activities of your titleholder and the reigning titleholder within your state; overseeing appearances within your state of your titleholder and the reigning titleholder in advertisements and commercials, at fashion shows, trade shows and at other events and public appearances; and, arranging for the travel and accommodations of your titleholder and the reigning titleholder for these appearances. Further duties and responsibilities of the State Pageant Titleholder Manager may also be found in our Standards.

General

There are no formal training requirements for your State Pageant Director or State Pageant Titleholder. However, we may, but are not required to, conduct an annual State Pageant Directors Meeting while you are on-site during the ~~2021~~2023 Miss Teen USA Pageant competition. If we conduct a State Pageant Directors Meeting, you and your State Pageant Director (if a separate person) must attend.

Your State Pageant Directors and all your other employees who perform any of the functions of a State Pageant Director or any equivalent functions must sign our Confidentiality Agreement/Non-Competition Agreement (Exhibit B to the License Agreement). You and all your employees must keep our confidential and proprietary information confidential.

If the licensee is a business entity, the State Pageant Director and State Pageant Titleholder Manager need not have any equity interest in the licensee entity.

ITEM 16 RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

Your State Pageant

You must conduct your State Pageant under the name "Miss (State) Teen USA." You must conduct all events associated with your State Pageant and select all contestants in a fair and impartial manner. You must conduct your State Pageant in a professional manner, and

in a manner that reflects well on the Miss Teen USA System. You must faithfully follow all standards of ethical and moral conduct and maintain the highest standard of judging. We may establish and modify the procedures and/or standards for judging your State Pageant and/or the Miss Teen USA Pageant in our reasonable judgment. You may not discriminate against any State Pageant applicant or contestant because of race, color, religion, national origin, sexual orientation, or any other basis prohibited by law. The venues for all your State Pageant activities and events must conform to our standards. Your State Pageant finals must be held in a venue of sufficient size with adequate light and a sound system that is appropriate to the location. The sound and lighting for your State Pageant finals must be well coordinated and rehearsed.

You must actively recruit contestants for your final State Pageant competition and all preliminary competitions, in accordance with our Standards and requirements. All contestants must be at least 14 years of age and under 19 years of age before January 1, ~~2021~~2023.

You must cause all your contestants to sign a State Pageant Contestant Entry Form/Contract, consisting of, or containing at a minimum, the provisions from the then-current Standards and deliver to us that signed Miss Teen USA Pageant Contestant's Entry Form/Contract no later than 30 days following your State Pageant or by any deadline we announce. You must also cause all your contestants to sign any other documents we may require in our Standards or otherwise. You must obtain the signature and consent of each contestant's parents or guardians (as applicable) to this State Pageant Contestant Entry Form/Contract (and any other documents we require your contestant to sign), where this consent is necessary to make the agreement a binding obligation. When a contestant wins the finals of your State Pageant and becomes a contestant to the Miss Teen USA Pageant, the provisions of the Miss Teen USA Pageant Contestant's Entry Form/Contract she signs will supersede the provisions of the State Pageant Contestant Entry Form/Contract if there is any conflict with them.

You must hold the final competition of your State Pageant for the selection of your titleholder between December 1, 2022 and September 1, ~~2020 and December 1, 2020~~2023, unless we otherwise approve in writing. Your State Pageant final competition must be held specifically to select a titleholder who will compete as a contestant in the ~~2021~~2023 Miss Teen USA Pageant, and not as a preliminary to any other year's Miss Teen USA Pageant.

You must certify to us, on a form we provide (in our Standards or otherwise), whatever details of your State Pageant events and competition we may require. These details may include, for example, the date and place of competition; the names and addresses of the judges; the signatures of all judges; the names of your Sponsors; the names and addresses of the winner and the four runners-up; information about the winner; and, the number of participating contestants. You must complete and return to us in a timely fashion this certificate and all other documents and forms we require (in our Standards or otherwise) in compliance with any deadlines we establish.

You must engage reliable, competent and impartial persons to judge your State Pageant competitions. You must furnish your judges with a written formulation of fair and objective judging standards, criteria and procedures, which comply with any standards, criteria and/or

procedures that we require and furnish to you. You must maintain the highest standard of judging. Your judges must judge contestants in State Pageant competitions based on such criteria as intelligence, beauty, physical fitness, personal style and charisma, among other criteria. Judging at your State Pageant competitions, both preliminary and final, must be performed in the following categories: swimsuit; evening gown; and, personality interview. You must promptly award the advertised prizes to the winner and any other prize-qualifying contestants.

Your Titleholder

You must sign, and you must cause your titleholder to sign, the then-current form Miss Teen USA Pageant Contestant's Entry Form/Contract (as found in the then-current Standards). You must also obtain the consent and signature of your titleholder's parents or guardians (as applicable) to the Miss Teen USA Pageant Contestant's Entry Form/Contract where this consent is necessary to make the agreement a binding obligation. The requirements of the Miss Teen USA Pageant Contestant's Entry Form/Contract and the following requirements are all of the essence to the License Agreement:

The titleholder must be recognized legally and medically as a female in the United States. If her sex designated at birth was not female, she must be able to provide legal and governmental recognition of her assigned sex as female by the U.S. federal government or her U.S. state of residence (which may include, if requested by us, any certification that she has fully completed sex reassignment required by your State and/or provided by a physician).

The titleholder must also be a citizen of the United States and must reside and have resided in your State as her "permanent and primary residence" (as defined below) for a period of at least 90 consecutive days immediately prior to the date of the State Pageant. "Permanent and primary residence" means her true, fixed and permanent domicile which she intends to make her permanent home. In order to establish permanent and primary residence in your State, your titleholder also must satisfy one of the following:

1. If your titleholder is 16 years of age or older as of January 1, ~~2021~~2023, your titleholder must provide photocopies of at least two of the following types of bona-fide documents, at least one of which must be of the document type specified in (a) through (e) in the following list:
 - (a) your titleholder's driver's license;
 - (b) your titleholder's voter identification or registration card and/or proof of voter history provided by your State;
 - (c) your titleholder's resident tax return from the most recent tax year;
 - (d) your titleholder's current school records (e.g., transcript or report cards with her address);
 - (e) employment documents in your titleholder's name (Form W-2 and pay stubs only) evidencing employment in your State for at least 90 consecutive days immediately prior to the date of your State Pageant;

- (f) lease or deed for a dwelling in your titleholder's name (evidencing occupancy of the dwelling for at least 90 consecutive days immediately prior to the date of your State Pageant);
 - (g) telephone or utility bills in your titleholder's name (both the current bill and a bill dating back at least 90 consecutive days immediately prior to the commencement of your State Pageant); or
 - (h) bank or credit card statements in your titleholder's name (both the current statement and a statement dating back at least 90 consecutive days immediately prior to the commencement of your State Pageant); or
2. If your titleholder is 16 years of age or older as of January 1, ~~2021~~2023, your titleholder either:
- (a) resides in your State as a full-time student at a school, college or university and will have completed one entire semester, trimester or summer session immediately prior to December 31, ~~2020~~2022 and will continue to reside in your State as a full-time student at that same school, college or university (although your titleholder may have spent or be spending the summer in another State). For the avoidance of doubt, your titleholder will not satisfy the requirements of this subsection (a) if your titleholder resides in one state and is enrolled in an online school, college or university located in another state; or
 - (b) retains full-time employment in your State (i.e., your titleholder works at least 40 hours per week in your State and qualifies for employment benefits provided by her employer) and has maintained such full-time employment for a period of at least 90 days prior to the date of your State Pageant; or
3. If your titleholder is under 16 years of age as of January 1, ~~2021~~2023, your titleholder must provide current bona-fide school records (e.g., transcript or report cards with her address) and understands that only her current bona-fide school records will be acceptable to show her residency if your titleholder is under 16 years of age.

We may reject information or documentation we feel has not been gathered or provided in good faith. You will ensure that your titleholder will maintain such residency through the ~~2021~~2022 Miss Teen USA Pageant.

We may review and evaluate the residency documentation that your titleholder submits to ensure that your State is your titleholder's permanent and primary residence. If we determine that your titleholder submitted documentation to fulfill her residency requirements for the sole purpose of competing in your State Pageant, with no intention of maintaining her residency in your State, we may take any action that we deem appropriate, including disqualifying your titleholder from competing in the ~~2021~~2022 Miss Teen USA Pageant, terminating your titleholder's reign as Miss (State) Teen USA ~~2021~~2022, withholding any prizes or other compensation to which your titleholder may have been entitled, and requiring your titleholder to return any prizes or other compensation she may have already received.

The titleholder must be at least 14 years of age and under 19 years of age before January 1, ~~2024~~2023. You are responsible for obtaining proof of this according to our Standards. You agree, if we request, to immediately furnish the proof to us. We will determine all issues as to eligibility. You must abide by our determinations of your titleholder's eligibility for competition in the Miss Teen USA Pageant.

If your titleholder makes any misrepresentation, untrue statement or omission of any material fact or your titleholder fails to comply with any of the requirements you impose upon your titleholder that we require under the License Agreement, then your titleholder may be disqualified and lose her title, may be required to return any prizes we awarded her, and we can terminate your License Agreement. However, we will not terminate the License Agreement if you reasonably demonstrate to us that you did not know – and, following commercially reasonable due diligence, could not have known – of the titleholder's misrepresentation, untrue statement and/or omission.

Neither your titleholder nor any member of her immediate family (i.e. mother, father, sister or brother) or anyone living in her household is currently, or has within the last two years been, employed by or an officer, director or agent of any of the following: (i) you, any company or enterprise you own or control, or a company or enterprise under common ownership or control with you; or (ii) us, ~~IMG Worldwide, LLC~~JKN Global Public Company Limited, Ernst & Young, or, any of ~~the our parents~~the our parents, subsidiaries, affiliates or related companies ~~of any of these~~. If any of these conditions change before or during competition at the ~~2024~~2023 Miss Teen USA Pageant, you must inform us immediately when you find out about the change, so that we can determine your titleholder's eligibility.

No contestant may compete in more than two State Pageants preliminary to the ~~2024~~2023 Miss Teen USA Pageant, including your State Pageant. If a contestant wishes to participate in your State Pageant after she has already participated and failed to become the titleholder in another state's State Pageant, she must establish permanent and primary residence in your State and her participation in your State Pageant must take place more than 90 days after she participated in the previous State Pageant. No contestant may compete in any State Pageant preliminary to the ~~2024~~2023 Miss USA Pageant. Your titleholder may neither be the current titleholder in any other state or national pageant or competition system (except if the system is a preliminary to a State Pageant) during her reign as your titleholder, nor may she compete in any other pageant or competition from the time she wins your State Pageant until after the ~~2024~~2023 Miss Teen USA Pageant is over. Your titleholder must be your contestant to the ~~2024~~2023 Miss Teen USA Pageant, and no contestant to the ~~2024~~2023 Miss Teen USA Pageant will be eligible to compete more than once.

Subject to the two paragraphs to follow, if for any reason your titleholder is disqualified before the ~~2024~~2023 Miss Teen USA Pageant begins or if, for her own reasons, your titleholder does not participate in the ~~2024~~2023 Miss Teen USA Pageant, then your runners up in order of selection will be considered as alternate contestant to the ~~2024~~2023 Miss Teen USA Pageant, subject to our advance approval before you make any announcement about these matters. You must use all your available resources to ensure that a duly-appointed alternate contestant arrives in the Host City in time for the ~~2024~~2023 Miss Teen USA Pageant and to comply with the other contestant requirements of the License Agreement with respect to the alternate contestant.

If you are in a dispute with a titleholder or contestant (the “Dispute”), and as a result of the Dispute, you desire to either (i) disqualify a contestant from entering or competing in the competition or (ii) disqualify a titleholder’s crown and appoint an alternative contestant as the titleholder, you must first notify us before taking any action to disqualify a pageant contestant or titleholder. We have the right to review the matter, and upon our review, we may decide to mediate the Dispute. If after mediation, the matter is still not resolved to the satisfaction of the contestant/titleholder and you, then you and the contestant/titleholder must enter into a binding arbitration, the terms of which are included in the respective State Pageant Contestant Entry Form/Contract or the Miss Teen USA Pageant Contestant’s Entry Form/Contract.

We may also decide to decline to mediate the Dispute, and you and the contestant/titleholder must act in good faith to mediate the Dispute with the assistance of a professional mediator. If you and the contestant/titleholder are unable to resolve the Dispute, then you will be obligated to enter into a binding arbitration with the contestant/titleholder, the terms of which are included in the respective State Pageant Contestant Entry Form/Contract or the Miss Teen USA Pageant Contestant’s Entry Form/Contract.

Any management, agency or personal services contract you enter into with your titleholder must expressly provide that it will automatically become null and void if your titleholder is selected as Miss Teen USA, succeeds to the Miss Teen USA title or when the License Agreement terminates or expires, if we do not offer you a license for the subsequent year. You may not share in or request from us or your titleholder any money, awards or consideration which your titleholder receives from us and/or our Sponsors. As Item 15 describes, your State Pageant Titleholder Manager must provide continuing managerial services for your titleholder (as well as for the reigning titleholder, until the time your titleholder is selected), but you may not charge your titleholder or the reigning titleholder any fee for these managerial services or request from your titleholder any money, awards or consideration which your titleholder receives from us and/or our Sponsors as consideration for your State Pageant Titleholder Manager’s provision of these managerial services. In addition, if we or any of our affiliates decide that we would be interested in a management or personal services contract with the titleholder or any other contestant (or the post titleholder’s reign as Miss USA), your contractual rights with the titleholder or any other contestants shall not prevent us from exercising those rights.

Within 30 days following the selection of your titleholder, you must forward the following to us:

- The titleholder’s completed and fully signed Miss Teen USA Pageant Contestant’s Entry Form/Contract together with all other documents we require, and
- A photocopy of the titleholder’s birth certificate establishing that she will be at least 14 years of age and under 19 years of age before January 1, ~~2021~~2023, and, if the titleholder was not born in the United States, a photocopy of a voter registration card or passport establishing that she is a citizen of the United States.
- Photocopies of document(s) furnished to you by your titleholder as required by the Contestant Entry Form/Contracts, establishing that she meets our residency requirements.

- Photocopy of the titleholder's valid U.S. passport.

Before the departure of your titleholder to the ~~2021~~2023 Miss Teen USA Pageant, you must review with the titleholder our Contestant's Handbook, which we will send to each contestant. You must cause your titleholder to be prepared to travel to the Host City immediately after you receive notice from us.

You must cause your titleholder to sign the then-current form Miss Teen USA Pageant Contestant's Entry Form/Contract (as found in the then-current Standards). You must, upon our request, immediately furnish your titleholder's signed and sworn Miss Teen USA Pageant Contestant's Entry Form/Contract to us. You will be responsible for the veracity of the declaration to the best of your knowledge.

General

We may change the components of the Miss Teen USA System and the requirements of the System, including, for example, changing the events, programs, methods, standards, forms, policies, procedures, services and products of the System, and adding to, deleting from or modifying the programs, services and products which we authorize or require your State Pageant to conduct or offer. You must comply with any of these modifications, additions, deletions, substitutions and alterations. However, the changes will not materially and unreasonably increase your obligations under the License Agreement.

Your right to use the Proprietary Marks is limited to your State Pageant and the promotion, publicity and advertising of your State Pageant. You may not use the Proprietary Marks for any uses or in any manner other than as permitted under the License Agreement.

You may not offer or sell any products or services via the Web Site and Social Media Pages without first obtaining our written permission. We can withhold this permission for any reason or no reason.

You must comply with all applicable laws, rules and regulations; file all necessary tax returns; pay all taxes; and, obtain and keep all necessary licenses, permits and governmental approvals.

ITEM 17 RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

This table lists certain important provisions of the franchise and related agreements. You should read these provisions in the agreements attached to this disclosure document.

THE FRANCHISE RELATIONSHIP

Provisions	Section in License Agreement	Summary
a. Length of the license term	Section 4.1	Term begins on date we sign Agreement and expires on day following the 2024 2023 Miss Teen USA Pageant.
b. Renewal or extension of the term	Section 4.2	You have no right to renew. We make no promise and have no duty to offer you a license for the next year or any later year.
c. Requirements for licensee to renew or extend	Not applicable	You have no right to renew. If we do agree to grant you a license for another year, you may be asked to sign a contract with materially and substantially different terms and conditions than the terms and conditions of the License Agreement described in this Disclosure Document.
d. Termination by licensee	Section 18.3, 18.4	Your failure to pay any money you owe us after you receive notice of the default granting an opportunity to cure will mean that you are willfully and wrongful breaching the License Agreement and that you have decided to reject and terminate the License Agreement and all agreements between you and us (or our affiliates) related to the License Agreement.
e. Termination by licensor without cause	Not applicable.	Not applicable.
f. Termination by licensor with cause	Article 18	We may terminate only if you default. The License Agreement describes defaults throughout – please read it carefully.
g. “Cause” defined - curable defaults	Section 18.3	Except as described in h. below, you have 15 days to cure if you fail to substantially comply with any requirement or to carry out the terms of the License Agreement in good faith.
h. “Cause” defined non-curable defaults	Sections 18.1 and 18.2	Automatic, without notice: bankruptcy, insolvency, receivership, dissolution or levy. On notice to you: a. You abandon the license relationship, or you abandon the license by failing to conduct your State Pageant as scheduled, unless your

Provisions	Section in License Agreement	Summary
		<p>failure to conduct your State Pageant as scheduled is due to causes beyond your control.</p> <ul style="list-style-type: none"> b. You make any misrepresentation or untrue statement to us or omitted or misrepresented any material fact in the information you furnished to us in connection with our decision to enter into the License Agreement. c. Your titleholder makes any misrepresentation or untrue statement or omits any material fact in any communication to us or you, or she fails to comply with any of the requirements you are required to impose upon your titleholder under the License Agreement. However, this will not be cause for termination if you reasonably demonstrate to us that you did not know – and, following commercially reasonable due diligence, could not have known – of the titleholder’s misrepresentation, untrue statement and/or omission. d. You (or, if you are a corporation, partnership, proprietorship or other entity, any of your principals) are convicted of a felony, fraud, crime involving moral turpitude, or any other crime or offense which we reasonably believe is related to your State Pageant, or is likely to have an adverse effect on the Miss Teen USA System, the Proprietary Marks, the goodwill associated with the Proprietary Marks or our interest in the System or Proprietary Marks. e. A threat or danger to public health or safety results from your continued operation of your State Pageant. f. You (or any principal of a corporate, partnership, proprietorship or other entity licensee) make an unauthorized transfer. g. You do not comply with the covenant not to compete during the term of the License Agreement, violate restrictions pertaining to the use of Confidential Information or do not obtain the execution of the required additional covenants. h. After curing a default, you commit the same default again within three months of the first default.

Provisions	Section in License Agreement	Summary
		<ul style="list-style-type: none"> i. You do not comply, for ten days after notification of non-compliance, with any law or regulation applicable to the operation of your State Pageant or the licensed business. j. You do not cure any default which materially impairs the goodwill associated with our Proprietary Marks following delivery of written notice to cure at least seventy-two hours in advance. k. You do not pay any amounts due to us or our affiliates within ten days following your receipt of written notice. l. You refuse us permission to inspect, or to conduct an operational and/or financial audit. m. You do not purchase or maintain required insurance. n. You, your State Pageant Director, your State Pageant Titleholder Manager, or any of your officers, directors, judges, agents, contractors, or servants sexually harass any contestant, potential contestant, immediate family members or relatives of any contestant or potential contestant, titleholder, reigning titleholder, judge, spectator, employee or agent of yours or engage in any conduct or communication with any contestant, potential contestant, titleholder, reigning titleholder, judge, spectator, employee or agent of yours which is improperly personal or which may be deemed improper, immoral or overly intimate, whether or not consensual in nature. o. You knowingly conceal revenues; maintain false books or records; falsify information or otherwise defraud or make false representations to us; or, submit any substantially false report to us, or withhold or conceal information from us for fraudulent or misleading purposes. p. You interfere or attempt to interfere with our contractual relations with other licensees, customers, Sponsors, employees, advertising agencies, agents, or any third parties. q. You repeatedly fail to comply with one or more requirements of the License Agreement, whether or not corrected after notice.

Provisions	Section in License Agreement	Summary
		<ul style="list-style-type: none"> r. You do not devote the amount of your time and attention and/or your best efforts to the performance of your duties under the License Agreement necessary for the proper and effective operation of your licensed business. s. You, any of your employees and/or your licensed business commit any violation of law, rule or regulation and/or engagement in any act or practice which subjects you, us and/or our officers, directors, employees or Sponsors to widespread publicity or ridicule. t. You breach the provisions of the License Agreement relating to advertising standards and do not cure this breach within three days following written notice from us. u. You make any use of our Confidential Information and/or Proprietary Marks not specifically authorized by the License Agreement or our Standards, or you directly or indirectly utilize or devote same for the benefit of any individual or entity other than your licensed business. v. You interfere or attempt to interfere with our ability or right to license others to use and employ the System and/or Proprietary Marks. w. You interfere or attempt to interfere, through any means or manner, with our relationships with any other Miss Teen USA licensee, any supplier of yours or ours, any Sponsor, any government authority, or any other third party individual or entity. x. You engage in any act or conduct, or fail to engage in any act or conduct, which under the License Agreement specifically authorizes us to terminate the License Agreement immediately upon notice to you.
i. Licensee's obligations on termination/nonrenewal	Article 19	<ul style="list-style-type: none"> a. Immediately pay all sums owing to us or our affiliates, and third parties. b. Stop using our Proprietary Marks, confidential information, trade secrets and Standards. c. Cancel assumed name or equivalent registration which contains the Proprietary Marks or any variant on the Proprietary Marks, within 15 days. d. If we terminate for your default or you

Provisions	Section in License Agreement	Summary
		<p>terminate through failure to make payment following notice to cure (see section d. above), pay us all expenses incurred as a result of your default or termination.</p> <p>e. If we terminate for your default by you or if or you terminate through failure to make payment following notice to cure (see section d. above), permit us to allow your titleholder to compete as a contestant in the 2021<u>2023</u> Miss Teen USA Pageant.</p> <p>f. Immediately deliver to us all manuals (including the Standards and Supplements to the Standards), computer software applications, database material data, and electronic records which relate to the operation of your State Pageant; customer, contestant, potential contestant, and titleholder lists; records identifying your titleholders, contestants and contestant applicants for the past 3 years; lists or other records identifying contestants and potential contestants; any contestant recruiting or database lists or records for the past 3 years; records and files, documents, instructions, display items, advertising and promotional material, any and all materials, signs and related items which bear our Proprietary Marks or slogans or insignias or designs, advertising contracts, forms and other materials or property of ours, and any copies of them in your possession which relate to the operation of your State Pageant.</p> <p>g. Immediately sign agreements necessary for termination.</p> <p>h. Stop using the telephone numbers listed in directories under the name “Miss (State) Teen USA” or any confusingly similar name.</p> <p>i. If we request, transfer to us (or to another licensee or other designee of ours) any interest you have in the domain name, home page address and social media page of the Web Site and Social Media Pages and the materials and content which appears thereon and any contracts you have with any Web site development, hosting or maintenance service providers or any other contracts needed to</p>

Provisions	Section in License Agreement	Summary
		<p>assume control over the Web Site and Social Media Pages. Even if we do not request a transfer, you may never again use the content, material, domain name, home page address or social media page of the Web Site and Social Media Pages. You must refrain from establishing any Web site or social media page using any similar or confusing domain names, home page addresses or social media pages, and from identifying yourself on any Web site or social media page as a former licensee of ours.</p> <p>j. Abide by restrictions on the use of our confidential information, trade secrets and know-how and notify in writing all individuals who you had sign our Confidentiality/Non-Competition Agreement that they remain obligated under the Confidentiality/Non-Competition Agreement.</p> <p>k. Cooperate with our new State licensee. If we (or our new State licensee) request, you must cause your titleholder to work with our new State licensee for publicity, recruiting, commercial and marketing purposes, to appear in advertisements and commercials produced by our new licensee, to appear at promotional and other events as requested by our new licensee and to travel and make public appearances in connection with them.</p>
j. Assignment of contract by licensor	Section 15.1	We may assign if the assignee is financially responsible and economically capable of performing our obligations under the License Agreement, and agrees to perform these obligations. We may sell our assets, our Proprietary Marks, or our System; go public, etc. (see License Agreement).
k. "Transfer" by licensee—defined	Section 15.2	Any assignment, sale, transfer, sharing, redemption, sublicensing or division of your interest in the Agreement, your rights or privileges under the Agreement, the licensed business, your State Pageant, nor any interest in any of these.
l. Licensor approval of transfer by licensee	Section 15.2	No transfer without our consent.

Provisions	Section in License Agreement	Summary
m. Conditions for licensor approval of transfer	Not applicable	The License Agreement does not list any specific conditions for our approval of transfer. We may withhold our approval for any reason
n. Licensor's right of first refusal to acquire licensee's business	Not applicable	Not applicable.
o. Licensor's option to purchase licensee's business	Not applicable.	Not applicable.
p. Death or disability of licensee	Section 15.3	License Agreement will terminate upon the death or disability of your last surviving principal, partner or shareholder (as the case may be).
q. Non-competition covenants during the term of the license	Section 14.1	No involvement by you or your immediate family members in competing pageant or competition business anywhere. A pageant or competition will be deemed "competitive" if it competes with your State Pageant, the Miss Teen USA Pageant, and/or the Miss Teen USA System. You must also notify us if you intend to engage in any non-competitive pageant or competition business. (Subject to state law).
r. Non-competition covenants after the license is terminated or expires	Not applicable	Not applicable.
s. Modification of the agreement	Sections 24.1 and 24.2	No oral modifications generally, but we may change the Standards. Any Standards change will not materially alter your rights and obligations under the License Agreement or place an excessive economic burden on your operations.
t. Integration/ merger clause	Section 24.1	Only the terms of the License Agreement are binding (subject to state law). Any representations or promises outside the disclosure document and License Agreement may not be enforceable. No claim made in any license agreement is intended to disclaim the express representations made in this Franchise Disclosure Document.
u. Dispute resolution by arbitration or mediation	Sections 27.1 and 27.2	We and you must first mediate all disputes at our principal place of business. If mediation is unsuccessful, we and you must arbitrate disputes in New York, New York. (Subject to

Provisions	Section in License Agreement	Summary
		state law).)
v. Choice of forum	Sections 23.1, 27.1 and 27.2	Subject to the mediation and arbitration requirements, litigation may be brought in any court of competent jurisdiction (subject to state law-see state specific addenda to License Agreement and Disclosure Document).
w. Choice of law	Section 27.5	New York law applies (subject to state law-see state specific addenda to License Agreement and Disclosure Document).

ITEM 18 PUBLIC FIGURES

We use the past and present Miss Teen USA and State Pageant titleholders to promote our licenses. We sometimes negotiate the payment of compensation to titleholders in connection with this promotion. When we do so, these arrangements vary according to our negotiated agreement with the titleholder. We may, if we decide to do so, grant you the right to use one or more past or present Miss Teen USA or State Pageant titleholders to promote your State Pageant. We do not use any other public figures to promote our licenses except those licensees who happen to be public figures themselves.

ITEM 19 FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in the disclosure document. Financial performance information that differs from that included in Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

We do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting [Jonathan Seiden](mailto:Jonathan.Seiden@imgjkn.com) [Samarah Daher](mailto:Samarah.Daher@imgjkn.com), [IMGJKN](mailto:IMGJKN@imgjkn.com) Universe, LLC ~~1370 Avenue of the Americas, 108 First Ave, Box 429, New York, New York 10019, (212) 373-4999~~ [NY 10009, 917-833-0754](mailto:NY10009@imgjkn.com), the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20 OUTLETS AND FRANCHISEE INFORMATION

Table No. 1

**Systemwide Summary of State Pageants
For Years December 31, ~~2017~~2020 to December 31, ~~2019~~2022**

Column 1 State Pageant Type	Column 2 Year	Column 3 State Pageants at the Start of the Year	Column 4 State Pageants at the End of the Year	Column 5 Net Change
Licensed	2017 <u>2020</u>	51	51	0
	2018 <u>2021</u>	51	51	0
	2019 <u>2022</u>	51	51	0
Company-Owned	2017 <u>2020</u>	0	0	0
	2018 <u>2021</u>	0	0	0
	2019 <u>2022</u>	0	0	0
Total Outlets	2017 <u>2020</u>	51	51	0
	2018 <u>2021</u>	51	51	0
	2019 <u>2022</u>	51	51	0

Table No. 2

**Transfers of Licensed State Pageants to New Owners (Other than the Licensor)
For Years December 31, ~~2017~~2020 to December 31, ~~2019~~2022**

Column 1 State	Column 2 Year	Column 3 Number of Transfers
All States	2017 <u>2020</u>	0
	<u>2021</u>	<u>0</u>
	<u>2022</u>	<u>0</u>
	2018	0
	2019	0
Total	2017 <u>2020</u>	0
	<u>2021</u>	<u>0</u>
	<u>2022</u>	<u>0</u>
	2018	0
	2019	0

Table No. 3

Status of Licensed State Pageants
For Years December 31, ~~2017~~2020 to December 31, ~~2019~~2022

Column 1 State	Column 2 Year	Column 3 State Pageants at Start of Year	Column 4 State Pageants Opened	Column 5 Termin- ations	Column 6 Non-Rene- wals	Column 7 Reacquired by Licensor	Column 8 Ceased Operations – Other Reasons*	Column 9 State Pageants at End of the Year
Alabama	2017 <u>2020</u>	1	0	0	0	0	0	1
	2018 <u>2021</u>	1	0	0	0	0	0	1
	2019 <u>2022</u>	1	0	0	0	0	0	1
Alaska	2017 <u>2020</u>	1	0	0	0	0	0	1
	2018 <u>2021</u>	1	0	0	0	0	0	1
	2019 <u>2022</u>	1	0	0	0	0	0	1
Arizona	2017 <u>2020</u>	1	0	0	0	0	0	1
	2018 <u>2021</u>	1	0	0	0	0	0	1
	2019 <u>2022</u>	1	0	0	0	0	0	1
Arkansas	2017 <u>2020</u>	1	0	0	0	0	0	1

* ~~Licensees enter into license agreements with us in the year preceding the Miss Teen USA Pageant in which the winners of their State Pageants will participate.~~ We refer to an existing licensee that has been in the Miss Teen USA system as having “ceased operations – other reasons” in Column 8 of this Table in the year in which it does not ~~sign~~operate a ~~license agreement for the following year’s Miss Teen USA~~State Pageant. In the same year, we refer to the replacement licensee that ~~enters into a license agreement with us for the right to operate~~operates a State Pageant in the now-departed licensee’s state in Column 4 of this Table.

Column 1 State	Column 2 Year	Column 3 State Pageants at Start of Year	Column 4 State Pageants Opened	Column 5 Termin- ations	Column 6 Non-Rene- wals	Column 7 Reacquired by Licensor	Column 8 Ceased Operations – Other Reasons*	Column 9 State Pageants at End of the Year
	2018 <u>2021</u>	1	0	0	0	0	0	1
	2019 <u>2022</u>	1	0	0	0	0	0	1
California	2017 <u>2020</u>	1	0 <u>1</u>	0	0	0	0 <u>1</u>	1
	2018 <u>2021</u>	1	0	0	0	0	0	1
	2019 <u>2022</u>	1	1	0	0	0	1	1
Colorado	2017 <u>2020</u>	1	0	0	0	0	0	1
	2018 <u>2021</u>	1	0	0	0	0	0	1
	2019 <u>2022</u>	1	0	0	0	0	0	1
Connecticut	2017 <u>2020</u>	1	0 <u>1</u>	0	0	0	0 <u>1</u>	1
	2018 <u>2021</u>	1	0	0	0	0	0	1
	2019 <u>2022</u>	1	0	0	0	0	0	1
Delaware	2017 <u>2020</u>	1	0	0	0	0	0	1
	2018 <u>2021</u>	1	0	0	0	0	0	1
	2019 <u>2022</u>	1	0	0	0	0	0	1
Florida	2017 <u>2020</u>	1	0 <u>1</u>	0	0	0	0 <u>1</u>	1
	2018 <u>2021</u>	1	1 <u>0</u>	0	0	0	1 <u>0</u>	1
	2019 <u>2022</u>	1	0	0	0	0	0	1
Georgia	2017 <u>2020</u>	1	0	0	0	0	0	1
	2018 <u>2021</u>	1	0	0	0	0	0	1
	2019 <u>2022</u>	1	0	0	0	0	0	1

Column 1 State	Column 2 Year	Column 3 State Pageants at Start of Year	Column 4 State Pageants Opened	Column 5 Termin- ations	Column 6 Non-Rene- wals	Column 7 Reacquired by Licensor	Column 8 Ceased Operations – Other Reasons*	Column 9 State Pageants at End of the Year
	022							
Hawaii	2017 2020	1	0	0	0	0	0	1
	2018 2021	1	0	0	0	0	0	1
	2019 2022	1	0	0	0	0	0	1
Idaho	2017 2020	1	0	0	0	0	0	1
	2018 2021	1	0	0	0	0	0	1
	2019 2022	1	0	0	0	0	0	1
Illinois	2017 2020	1	0	0	0	0	0	1
	2018 2021	1	0	0	0	0	0	1
	2019 2022	1	0	0	0	0	0	1
Indiana	2017 2020	1	0	0	0	0	0	1
	2018 2021	1	0 1	0	0	0	0 1	1
	2019 2022	1	0	0	0	0	0	1
Iowa	2017 2020	1	0	0	0	0	0	1
	2018 2021	1	0	0	0	0	0	1
	2019 2022	1	0	0	0	0	0	1
Kansas	2017 2020	1	0	0	0	0	0	1
	2018 2021	1	0	0	0	0	0	1
	2019 2022	1	0	0	0	0	0	1
Kentucky	2017 2020	1	0 1	0	0	0	0 1	1

Column 1 State	Column 2 Year	Column 3 State Pageants at Start of Year	Column 4 State Pageants Opened	Column 5 Termin- ations	Column 6 Non-Rene wals	Column 7 Reacquired by Licensor	Column 8 Ceased Operations – Other Reasons*	Column 9 State Pageants at End of the Year
	<u>20182</u> <u>021</u>	1	0	0	0	0	0	1
	<u>20192</u> <u>022</u>	1	0	0	0	0	0	1
Louisiana	<u>20172</u> <u>020</u>	1	0	0	0	0	0	1
	<u>20182</u> <u>021</u>	1	0	0	0	0	0	1
	<u>20192</u> <u>022</u>	1	0	0	0	0	0	1
Maine	<u>20172</u> <u>020</u>	1	0	0	0	0	0	1
	<u>20182</u> <u>021</u>	1	0	0	0	0	0	1
	<u>20192</u> <u>022</u>	1	0	0	0	0	0	1
Maryland	<u>20172</u> <u>020</u>	1	0	0	0	0	0	1
	<u>20182</u> <u>021</u>	1	0	0	0	0	0	1
	<u>20192</u> <u>022</u>	1	0	0	0	0	0	1
Massach-u setts	<u>20172</u> <u>020</u>	1	0	0	0	0	0	1
	<u>20182</u> <u>021</u>	1	0	0	0	0	0	1
	<u>20192</u> <u>022</u>	1	0	0	0	0	0	1
Michigan	<u>20172</u> <u>020</u>	1	0	0	0	0	0	1
	<u>20182</u> <u>021</u>	1	0	0	0	0	0	1
	<u>20192</u> <u>022</u>	1	0	0	0	0	0	1
Minnesota	<u>20172</u> <u>020</u>	1	0	0	0	0	0	1
	<u>20182</u> <u>021</u>	1	0	0	0	0	0	1
	<u>20192</u> <u>022</u>	1	0	0	0	0	0	1

Column 1 State	Column 2 Year	Column 3 State Pageants at Start of Year	Column 4 State Pageants Opened	Column 5 Termin- ations	Column 6 Non-Rene wals	Column 7 Reacquired by Licensor	Column 8 Ceased Operations – Other Reasons*	Column 9 State Pageants at End of the Year
	022							
Mississippi	2017 2020	1	0	0	0	0	0	1
	2018 2021	1	0	0	0	0	0	1
	2019 2022	1	0	0	0	0	0	1
Missouri	2017 2020	1	0	0	0	0	0	1
	2018 2021	1	0	0	0	0	0	1
	2019 2022	1	0	0	0	0	0	1
Montana	2017 2020	1	0	0	0	0	0	1
	2018 2021	1	0	0	0	0	0	1
	2019 2022	1	0	0	0	0	0	1
Nebraska	2017 2020	1	0	0	0	0	0	1
	2018 2021	1	0	0	0	0	0	1
	2019 2022	1	0	0	0	0	0	1
Nevada	2017 2020	1	0	0	0	0	0	1
	2018 2021	1	0	0	0	0	0	1
	2019 2022	1	0	0	0	0	0	1
New Hampshire	2017 2020	1	0 1	0	0	0	0 1	1
	2018 2021	1	0	0	0	0	0	1
	2019 2022	1	0	0	0	0	0	1
New Jersey	2017 2020	1	0	0	0	0	0	1

Column 1 State	Column 2 Year	Column 3 State Pageants at Start of Year	Column 4 State Pageants Opened	Column 5 Termin- ations	Column 6 Non-Rene- wals	Column 7 Reacquired by Licensor	Column 8 Ceased Operations – Other Reasons*	Column 9 State Pageants at End of the Year
	<u>20182</u> <u>021</u>	1	0	0	0	0	0	1
	<u>20192</u> <u>022</u>	1	0	0	0	0	0	1
New Mexico	<u>20172</u> <u>020</u>	1	0	0	0	0	0	1
	<u>20182</u> <u>021</u>	1	0	0	0	0	0	1
	<u>20192</u> <u>022</u>	1	0	0	0	0	0	1
New York	<u>20172</u> <u>020</u>	1	0	0	0	0	0	1
	<u>20182</u> <u>021</u>	1	0	0	0	0	0	1
	<u>20192</u> <u>022</u>	1	0	0	0	0	0	1
North Carolina	<u>20172</u> <u>020</u>	1	0	0	0	0	0	1
	<u>20182</u> <u>021</u>	1	0	0	0	0	0	1
	<u>20192</u> <u>022</u>	1	0	0	0	0	0	1
North Dakota	<u>20172</u> <u>020</u>	1	0	0	0	0	0	1
	<u>20182</u> <u>021</u>	1	0	0	0	0	0	1
	<u>20192</u> <u>022</u>	1	0	0	0	0	0	1
Ohio	<u>20172</u> <u>020</u>	1	0	0	0	0	0	1
	<u>20182</u> <u>021</u>	1	0	0	0	0	0	1
	<u>20192</u> <u>022</u>	1	0	0	0	0	0	1
Oklahoma	<u>20172</u> <u>020</u>	1	0	0	0	0	0	1
	<u>20182</u> <u>021</u>	1	0	0	0	0	0	1
	<u>20192</u> <u>022</u>	1	0	0	0	0	0	1

Column 1 State	Column 2 Year	Column 3 State Pageants at Start of Year	Column 4 State Pageants Opened	Column 5 Termin- ations	Column 6 Non-Rene- wals	Column 7 Reacquired by Licensor	Column 8 Ceased Operations – Other Reasons*	Column 9 State Pageants at End of the Year
	022							
Oregon	2017 2020	1	0	0	0	0	0	1
	2018 2021	1	0	0	0	0	0	1
	2019 2022	1	0	0	0	0	0	1
Pennsyl-va nia	2017 2020	1	0	0	0	0	0	1
	2018 2021	1	0 1	0	0	0	0 1	1
	2019 2022	1	0	0	0	0	0	1
Rhode Island	2017 2020	1	0	0	0	0	0	1
	2018 2021	1	0	0	0	0	0	1
	2019 2022	1	0	0	0	0	0	1
South Carolina	2017 2020	1	0	0	0	0	0	1
	2018 2021	1	0	0	0	0	0	1
	2019 2022	1	0	0	0	0	0	1
South Dakota	2017 2020	1	0	0	0	0	0	1
	2018 2021	1	0	0	0	0	0	1
	2019 2022	1	0	0	0	0	0	1
Tennessee	2017 2020	1	0	0	0	0	0	1
	2018 2021	1	0	0	0	0	0	1
	2019 2022	1	0	0	0	0	0	1
Texas	2017 2020	1	0	0	0	0	0	1

Column 1 State	Column 2 Year	Column 3 State Pageants at Start of Year	Column 4 State Pageants Opened	Column 5 Termin- ations	Column 6 Non-Rene- wals	Column 7 Reacquired by Licensor	Column 8 Ceased Operations – Other Reasons*	Column 9 State Pageants at End of the Year
	2018 <u>2021</u>	1	0	0	0	0	0	1
	2019 <u>2022</u>	1	0 <u>1</u>	0	0	0	0 <u>1</u>	1
Utah	2017 <u>2020</u>	1	0	0	0	0	0	1
	2018 <u>2021</u>	1	0	0	0	0	0	1
	2019 <u>2022</u>	1	4 <u>0</u>	0	0	0	4 <u>0</u>	1
Vermont	2017 <u>2020</u>	1	0	0	0	0	0	1
	2018 <u>2021</u>	1	4 <u>0</u>	0	0	0	4 <u>0</u>	1
	2019 <u>2022</u>	1	0	0	0	0	0	1
Virginia	2017 <u>2020</u>	1	0	0	0	0	0	1
	2018 <u>2021</u>	1	0	0	0	0	0	1
	2019 <u>2022</u>	1	0	0	0	0	0	1
Washington	2017 <u>2020</u>	1	0	0	0	0	0	1
	2018 <u>2021</u>	1	0	0	0	0	0	1
	2019 <u>2022</u>	1	0	0	0	0	0	1
West Virginia	2017 <u>2020</u>	1	0	0	0	0	0	1
	2018 <u>2021</u>	1	0	0	0	0	0	1
	2019 <u>2022</u>	1	0	0	0	0	0	1
Wisconsin	2017 <u>2020</u>	1	0	0	0	0	0	1
	2018 <u>2021</u>	1	0	0	0	0	0	1
	2019 <u>2022</u>	1	0	0	0	0	0	1

Column 1 State	Column 2 Year	Column 3 State Pageants at Start of Year	Column 4 State Pageants Opened	Column 5 Terminations	Column 6 Non-Renewals	Column 7 Reacquired by Licensor	Column 8 Ceased Operations – Other Reasons*	Column 9 State Pageants at End of the Year
	<u>022</u>							
Wyoming	2017 <u>2020</u>	1	0	0	0	0	0	1
	2018 <u>2021</u>	1	0	0	0	0	0	1
	2019 <u>2022</u>	1	0	0	0	0	0	1
District of Columbia	2017 <u>2020</u>	1	0 <u>1</u>	0	0	0	0 <u>1</u>	1
	2018 <u>2021</u>	1	0	0	0	0	0	1
	2019 <u>2022</u>	1	0 <u>1</u>	0	0	0	0 <u>1</u>	1
Total	2017 <u>2020</u>	51	0	0	0	0	0	51
	2018 <u>2021</u>	51	20 <u>0</u>	0	0	0	20 <u>0</u>	51
	2019 <u>2022</u>	51	20 <u>0</u>	0	0	0	20 <u>0</u>	51

Table No. 4

**Status of Company-Owned State Pageants
For Years December 31, ~~2017~~2020 to December 31, ~~2019~~2022**

Column 1 State	Column 2 Year	Column 3 State Pageants at Start of Year	Column 4 State Pageants Opened	Column 5 State Pageants Reacquired from Franchisee	Column 6 State Pageants Closed	Column 7 State Pageants Sold to Franchisee	Column 8 State Pageants at End of Year
All States	2017 <u>2020</u>	0	0	0	0	0	0
	<u>2021</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>2022</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	2018	0	0	0	0	0	0
	2019	0	0	0	0	0	0

Column 1 State	Column 2 Year	Column 3 State Pageants at Start of Year	Column 4 State Pageants Opened	Column 5 State Pageants Reacquired from Franchisee	Column 6 State Pageants Closed	Column 7 State Pageants Sold to Franchisee	Column 8 State Pageants at End of Year
Total	2017 <u>2020</u>	0	0	0	0	0	0
	<u>2021</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>2022</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	2018	0	0	0	0	0	0
	2019	0	0	0	0	0	0

We have no “company-owned State Pageants” of the type licensed in this Disclosure Document. We do not intend to open any company-owned State Pageants of this type and we have not closed any company-owned State Pageants of this type. We do, however, conduct the Miss Universe, Miss USA and Miss Teen USA pageants – the headquarters for these operations are in ~~New York, New York~~ Thailand.

Table No. 5
Projected Openings as of December 31, ~~2019~~2022

State	License Agreement Signed But Pageant Activities Not Begun As of 12/31/19 <u>12/31/22</u>	Projected New Licensed State Pageants In The Next Fiscal Year	Projected New Company Owned Pageants In The Next Fiscal Year
Alabama	0	1	0
Alaska	0	1	0
Arizona	0	1	0
Arkansas	0	1	0
California	0	1	0
Colorado	0	1	0
Connecticut	0	1	0
Delaware	0	1	0
Florida	0	1	0
Georgia	0	1	0
Hawaii	0	1	0
Idaho	0	1	0
Illinois	0	1	

State	License Agreement Signed But Pageant Activities Not Begun As of 12/31/19 12/31/22	Projected New Licensed State Pageants In The Next Fiscal Year	Projected New Company Owned Pageants In The Next Fiscal Year
			0
Indiana	0	1	0
Iowa	0	1	0
Kansas	0	1	0
Kentucky	0	1	0
Louisiana	0	1	0
Maine	0	1	0
Maryland	0	1	0
Massachusetts	0	1	0
Michigan	0	1	0
Minnesota	0	1	0
Mississippi	0	1	0
Missouri	0	1	0
Montana	0	1	0
Nebraska	0	1	0
Nevada	0	1	0
New Hampshire	0	1	0
New Jersey	0	1	0
New Mexico	0	1	0
New York	0	1	0
North Carolina	0	1	0
North Dakota	0	1	0
Ohio	0	1	0
Oklahoma	0	1	0
Oregon	0	1	0
Pennsylvania	0	1	0
Rhode Island	0	1	0
South Carolina	0	1	0
South Dakota	0	1	0
Tennessee	0	1	0
Texas	0	1	0
Utah	0	1	0
Vermont	0	1	0

State	License Agreement Signed But Pageant Activities Not Begun As of 12/31/19 12/31/22	Projected New Licensed State Pageants In The Next Fiscal Year	Projected New Company Owned Pageants In The Next Fiscal Year
			0
Virginia	0	1	0
Washington	0	1	0
West Virginia	0	1	0
Wisconsin	0	1	0
Wyoming	0	1	0
District of Columbia	0	1	0
Total	0	51	0

We license State Pageants in every state and the District of Columbia (regarded as a “State”). The term of each State Pageant License Agreement begins on the date we sign the License Agreement and expires on the day following the applicable Miss Teen USA Pageant. Our licensees have no right to renew, and if we grant a license for another year, we and the licensee sign a new License Agreement. Therefore, we do not “refuse to renew” License Agreements. **During**

Because the Transaction closed in October 2022, we did not have any licensees in our fiscal year ended December 31, ~~2019, 2022~~ and we therefore did not terminate or cancel the license of any State Pageant licensee in any State. ~~The following licensees left the system in during our fiscal year ended December 31, 2019 for other reasons~~2022. During the fiscal year ended December 31, 2022, no license of any State Pageant licensee in any State was terminated or cancelled. The following licensees operated a State Pageant in 2021 but did not operate a State Pageant in 2022:

California

Top 10

Girlbossing Inc.
Robin Ross Fleming
Wellington, FL
(561) 301-1078

District of Columbia

KPJ Productions, Inc.
Pam Wilson
La Mesa, CA 619-925-1398

Utah

Casting Crowns Productions
Britt Boyse

Scottsdale, AZ
602-524-9128
[Kim Nicewonder/JP Satori](#)
[Bristol, Virginia](#)
[\(423\) 571-3200](#)

[Texas](#)

[The Crystal Group, Inc.](#)
[Gayle Clark](#)
[Houston, Texas](#)
[281-974-6320](#)

There is no licensee in any State who has not communicated with us within 10 weeks of the issuance date of this Disclosure Document.

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

Exhibit F shows the name, address and telephone number of ~~our~~[the](#) State Pageant licensees that ~~signed a License Agreement to conduct a~~[conducted](#) State ~~Pageant~~[Pageants](#) preliminary to the ~~2020~~[2022](#) Miss Teen USA Pageant.

During the last three fiscal years, neither we nor our predecessor, MULP, have signed any confidentiality clauses with a current or former licensee in a License Agreement, settlement agreement or any other contract restricting their ability to speak to you openly about their experience as a franchisee in the Miss Teen USA franchise system.

There are no trademark-specific licensee organizations associated with the Miss Teen USA system.

ITEM 21 FINANCIAL STATEMENTS

The audited ~~financial statements~~[opening balance sheet](#) of our affiliate, ~~IMG Universe FranchCo~~[MUO FranchCo](#) LLC ("~~IMG~~[MUO](#) FranchCo"), as of ~~June 12, and for the years ended, December 31, 2019, December 31, 2018 and December 31, 2017~~[2023](#), along with ~~IMG~~[MUO](#) FranchCo's Guaranty of Performance, are in Exhibit B.

ITEM 22 CONTRACTS

Copies of our License Agreement and all exhibits to it (Schedule of Proprietary Marks ~~and~~[Confidentiality Agreement/Covenant Not to Compete, and Code of Conduct](#)) are included in Exhibit A.

ITEM 23 RECEIPTS

You will find copies of a detachable receipt in Exhibit G at the very end of this Disclosure Document.

EXHIBIT A
LICENSE AGREEMENT
AND RELATED MATERIALS



20242023 MISS USA® PRELIMINARY STATE PAGEANT LICENSE AGREEMENT

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RIDER

STATE ADDENDA TO MISS USA® PRELIMINARY STATE PAGEANT LICENSE AGREEMENT

EXHIBIT A - SCHEDULE OF PROPRIETARY MARKS

EXHIBIT B - CONFIDENTIALITY/NON-COMPETITION AGREEMENT

[EXHIBIT C - CODE OF CONDUCT](#)

MISS USA® PRELIMINARY STATE PAGEANT

LICENSE AGREEMENT

THIS AGREEMENT is made and entered into upon execution, between [IMGJKN Universe, LLC](#) ~~d/b/a The Miss Universe Organization~~, a Delaware limited liability limited partnership with its principal office at ~~1370 Avenue of the Americas, New York, New York 10019~~ [818 Moo 2 Soi Bearing 19 Tambon Samrong Nuea Mueang Samut Prakan, District, Samut Prakan 10270, Thailand](#) (“we,” “us,” “our” or “Licensor”) and the entity (“you,” “your” or “Licensee”) set forth in the attached Rider.

1. INTRODUCTION

1.1 The Pageants and System

As a result of the expenditure of time, skill, effort and money, we own or are licensed to use a proprietary system (the “Miss USA System” or the “System”) for conducting annual beauty and communication skill pageants for young women in each state and the District of Columbia of the United States of America (each a “State Pageant”). The winners of these State Pageants compete for the title of “Miss USA” as contestants to the annual “Miss USA Pageant” conducted by us or our Affiliates (this term is defined below). The term “State Pageant” also refers to all related activities conducted before and after the annual state pageant, including, for example, the recruitment of contestants, the selection of judges, preliminary competitions and promotional activities.

The System consists of standards, procedures, policies, methods, systems and requirements for conducting State Pageants; techniques and standards for recruiting and selecting contestants and judges for State Pageants; criteria for judging State Pageant competitions; supervision of and requirements for contestants and titleholder; management of titleholders; standards for State Pageant venues; commercial sponsorships associated with State Pageants and the Miss USA Pageant; systemwide sources of supply; promotional, publicity and marketing programs and techniques; and, in general, a style, system, technique and methodology of conducting all aspects of the State Pageants preliminary to the Miss USA Pageant. We continue to expend our time, skill and money to investigate new or substitute standards, requirements, programs, procedures, systems, services, products and activities for the State and Miss USA Pageants and to develop and integrate them into the Miss USA System if we consider it desirable.

1.2 The Proprietary Marks

We own or are licensed to use certain trademarks, service marks and trade names and related emblems, designs, labels, signs and symbols appearing on or used in connection with the State Pageants preliminary to the Miss USA Pageant (together, “marks”); various copyrighted materials; and, other intellectual property. These marks, copyrighted material and other intellectual property are associated with the operation of authorized State Pageants and the Miss USA Pageant, and they constitute an integral part of the Miss USA System. We are licensing to you those marks, copyrights and other intellectual property identified in Exhibit A of this Agreement. In this Agreement, the “Proprietary Marks” refers only to those marks, copyrights and other intellectual property licensed to you under this Agreement and set forth on Exhibit A, or any other marks, copyrights or intellectual property which we designate in writing as licensed to you at another time. You may not offer or sell any products or services whatsoever under the Proprietary Marks without our prior written permission, which we may withhold for any reason or no reason. We continue to develop, use and control the use of the Proprietary Marks to identify for the public the source of the competitions, programs and events conducted under the Proprietary Marks, the services and products marketed under the Proprietary Marks and to represent the high standard of quality associated with these competitions, programs, events, services and products.

1.3 The License

You wish to obtain a license to conduct a State Pageant preliminary to the ~~2021~~2023 Miss USA Pageant in the State identified in Section 3.1 below, using the Proprietary Marks and the Miss USA System. We wish to grant you a license on the terms and subject to the conditions of this Agreement.

2. GRANT OF LICENSES

2.1 Grant of License to System

We grant you, and you accept, the right and obligation to conduct a State Pageant preliminary to the ~~2021~~2023 Miss USA Pageant and to provide management services for your titleholder and your State's reigning titleholder throughout their reigns (as these terms are defined below), subject to the terms and provisions of this Agreement and all related agreements. We also grant you the right to use the Miss USA System, as we may change, improve, modify or further develop it from time to time. The grant of rights under this Agreement is limited to the State specified in Section 3.1 of this Agreement.

2.2 Grant of License to Proprietary Marks

We grant you, and you accept, a license to use and display the Proprietary Marks identified on Exhibit A, solely in connection with your conduct of a State Pageant preliminary to the ~~2021~~2023 Miss USA Pageant, subject to the terms and provisions of this Agreement and all related agreements. This license is exclusive within the State identified in Section 3.1. This license applies solely to your conduct of the State Pageant, the events, programs and activities conducted in connection with the State Pageant. This license is limited to the State specified in Section 3.1 of this Agreement.

3. TERRITORY

3.1 Territorial Grant

Your right to establish and operate a State Pageant preliminary to the ~~2021~~2023 Miss USA Pageant is restricted to the state identified on the Rider attached hereto (the "State"), within which your State Pageant must be conducted (for the purposes of this Agreement, the District of Columbia is considered a "State").

3.2 Restrictions on Us

Within the State, we, our affiliates, subsidiaries and designees (together, our "Affiliates") will not operate a Pageant preliminary to the ~~2021~~2023 Miss USA Pageant or authorize anyone else to do so, so long as you are not in default under this Agreement and all other related agreements, and except as provided in Section ("Rights Reserved by Us"). These restrictions will terminate immediately upon the expiration or termination of this Agreement for whatever reason.

3.3 Rights Reserved by Us

You agree that we and our Affiliates have the right, now or in the future:

A. To conduct, and to enter into licenses, contracts, and/or joint venture agreements for the conduct of, State Pageants preliminary to the Miss USA Pageant outside your State, as we consider appropriate.

B. Within or outside of your State, to conduct (and to grant licenses and contracts, and/or enter into joint venture agreements for others to conduct) any pageants and competitions that are not preliminary to the Miss USA Pageant.

C. Within or outside of your State, to offer and sell services and products to any customer wherever situated (including customers situated within the State) through any wholesale, retail or direct to consumer distribution method or channel whatsoever, including, for example, electronic marketing, such as computer network sales via the World Wide Web and/or other solicitations via the Internet or other on-line network, whether utilizing the Proprietary Marks or any other marks.

D. Within or outside of your State, to advertise, promote and market the Miss USA Pageant and titleholder(s) through any media now or hereafter known.

E. Upon the termination or expiration of this Agreement, to conduct within the State (either ourselves or through licenses, joint ventures or any other business combination) State Pageants which are preliminary to the Miss USA Pageant and similar to the State Pageant which you will conduct under this Agreement.

You waive and release any claims, demands or damages arising from or related to any of the activities described above, including, for example, any claim of divided loyalty; breach of fiduciary duty; fraud; unfair competition; tortious interference; unjust enrichment; breach of contract; and/or, breach of the implied covenant of good faith and fair dealing. You promise never to begin or join in any legal action or proceeding or arbitration, or register a complaint with any governmental entity, directly or indirectly contending otherwise or in any way complaining of the foregoing activities.

4. THE TERM

4.1 The Term

The term ("Term") of this Agreement will begin on the date we sign this Agreement and will expire on the day following the ~~2024~~2023 Miss USA Pageant, unless this Agreement is terminated sooner in accordance with its provisions.

4.2 No Right to Renew

You acknowledge that the license granted by this Agreement is for only a limited term, as provided in Section 4.1 above. You have no right to renew this Agreement. Neither the signing nor the performance of this Agreement or any earlier agreement by you or us, whether oral or in writing, will give rise to any promise by us or duty of ours to offer you a license for the next year or any later year. You waive any claim to the contrary. You promise never to begin or join in any legal action or proceeding or arbitration, or

register a complaint with any governmental entity, directly or indirectly contending otherwise or in any way complaining of our non-renewal of this Agreement or our refusal to grant you a license for the next year or any later year. We alone will decide whether or not to offer you a license for the next year or any succeeding year. If we grant you a license for another year, then the license will only be valid if it is in a written document signed by both you and us. Furthermore, any expenses that you incur in connection with any pageants for a subsequent year will be solely your responsibility. In addition, if we grant you a license for another year, the license may be on terms substantially different from the terms of this Agreement and it will not be considered a "renewal" of the license granted by this Agreement.

5. PAYMENTS TO US

5.1 License Fee

In consideration of our signing this Agreement, you agree to pay us a non-refundable License Fee in the amount specified in the Rider attached hereto, net of any applicable withholding or other taxes. You must pay us the entire License Fee within ~~sixty~~forty-five (~~60~~45) days of your receipt of our invoice.

5.2 Payments to Us

You agree to make any payment due to us (or our Affiliates) under this Agreement net of any applicable withholding or other taxes. Every payment due to us (or our Affiliates) under this Agreement must be tendered in the fashion and using the means we specify from time to time, in our Standards or otherwise (including, for example, electronic funds transfer or other wire transfer). You agree to pay all costs of currency exchange and electronic transfers of funds.

In addition, you agree to pay to us (or our Affiliates), immediately upon demand by us (or our Affiliates), all sales taxes, use taxes, trademark license taxes and/or any other tax or levy (whatever they are called) which are imposed on us (or our Affiliates), which we (or our Affiliates) are required to collect, or which we (or our Affiliates) pay directly or indirectly, and which relate to: the signing of this Agreement; your payment of the License Fee or any other fee under this Agreement; or, any other payment you make to us (or our Affiliates) under this Agreement, including payments for goods, merchandise or services that we or our Affiliates furnished to you.

5.3 Late Charge

You agree to pay to us (or our Affiliates) interest on any amounts due to us (or our Affiliates) under this Agreement ~~at the maximum interest rate permitted by law. If there is no applicable legal maximum rate, interest will be calculated~~ at the rate of 127.5% per year calculated on a daily basis.

This Section 5.3 will not constitute our agreement (or that of our Affiliates) to accept any payments after they are due, or a commitment by us or our Affiliates to extend you credit or finance your State Pageant. If you do not pay all amounts when due under this Agreement, this will constitute a material breach of this Agreement which, unless you cure it as provided in Section 18.3, will result in this Agreement being terminated immediately.

5.4 Application of Funds

If you are delinquent in the payment of any obligation to us or our Affiliates under this Agreement or any other agreement with us or any of our Affiliates, then we or our Affiliate may apply any payment from you to the oldest obligation due (whether under this Agreement or for any other reason), even if you designate the payment as applying to another obligation.

5.5 You May Not Withhold

You agree not to withhold payment of any amount due to us or our Affiliates on the grounds of the alleged nonperformance or breach of any of our (or our Affiliates') obligations under this Agreement or any related agreement (including any agreements to sell services or products to you).

6. OUR DUTIES

6.1 Standards

We will furnish you a copy of our Standards (the "Standards"). We will memorialize the Standards, formally or informally, in what may take the form of one or more State Pageant operations manual; written bulletins; notices; facsimiles; written notices; electronic communications; or, any other forms of memorialization. You agree to operate your State Pageant in strict compliance with the operational systems, standards, procedures, policies, methods and requirements that we prescribe from time to time in the Standards. We retain the right to prescribe additions to, deletions from or revisions of the Standards (the "Supplements to the Standards"). All Supplements to the Standards will be considered a part of the Standards. Supplements to the Standards will become binding on you as if they were originally set forth in the Standards when they are delivered to you. You agree to immediately adopt and use all standards, specifications, policies, methods, procedures, techniques, services, products, programs, forms and materials in Supplements to the Standards. However, the Standards and any additions, deletions, modifications or Supplements to the Standards will not materially alter your rights and obligations under this Agreement. You acknowledge that we own all proprietary rights in the Miss USA System, the Standards and all Supplements to the Standards, and that you are acquiring no property right or other right to them other than a license to use and comply with them during the term of this Agreement.

6.2 Your Titleholder

We will accept the winning contestant from your State Pageant (your "titleholder") as a contestant in the ~~2024~~2023 Miss USA Pageant, so long as she executes the then- current form Miss USA Pageant Contestant's Entry Form/Contract (as set forth in the Standards, as same may be amended from time to time) and complies with and fulfills all the eligibility and other requirements and obligations which we impose on her through the Miss USA Pageant Contestant's Entry Form/Contract. We will furnish hotel accommodations and meals for your titleholder during the ~~2024~~2023 Miss USA Pageant competition. The obligations in the previous sentences are our only obligations with respect to your titleholder.

6.3 State Pageant Directors Meeting

We may, but are not obligated to, conduct an annual State Pageant Directors Meeting while you are on-site during the ~~2021~~2023 Miss USA Pageant competition. If applicable, we will advise you of the date and place of the meeting. If we conduct a State Pageant Directors Meeting, your State Pageant Director must attend. You agree to pay all related expenses of your attendees, such as transportation costs, meals, accommodations and living expenses.

6.4 Nature of Obligations

All of our obligations under this Agreement are to you alone. No other party is entitled to rely on, enforce or obtain relief for breach of any of our obligations under this Agreement, either directly or by subrogation.

7. YOUR DUTIES

7.1 Manner of Operation

In preparing for and conducting your State Pageant and all related competitions, events, activities and operations, you must at all times comply with Articles 8 and 9 of this Agreement ("State Pageant; Contestants; Titleholder" and "Sponsors; System Supply Contracts; Proprietary Products," respectively); every other provision of this Agreement; the Miss USA System; the Standards; and, all Supplements to the Standards. Every component of the Miss USA System is vital to us, to other System licensees and to the operation of the State Pageant licensed under this Agreement. Your compliance with the Miss USA System is of the essence to this Agreement. You therefore agree to conduct the State Pageant and related competitions, events, activities and operations at all times (a) in compliance with the Miss USA System, including all standards, procedures and policies that we from time to time establish (in our Standards or otherwise), as though we specifically required them in this Agreement and (b) in a manner and form that does not tarnish, disparage, or reflect adversely on the Proprietary Marks or on us, our Affiliates, officers, directors or employees. You agree to disseminate to the public all promotional and other materials, which we specify and which are part of the Miss USA System.

During the Term of this Agreement, or at any time after this Agreement expires or terminates, you agree that you will not engage in any activity that might: bring the Miss USA System, ~~IMG Worldwide, LLC~~JKN Global Public Company Limited or any of our respective parents, subsidiaries, affiliated or related companies, officers, directors, partners, shareholders or employees into public disrepute, ridicule, contempt or scandal or; otherwise reflect unfavorably upon any of the foregoing individuals or entities; or shock, insult or offend the community or any class or group thereof.

You agree to begin fulfilling your obligations under this Agreement immediately after we sign this Agreement.

7.2 Modifications to the Miss USA System

You understand and agree that the Miss USA System must not remain static if it is to meet unforeseen changes in technology, competitive circumstances, demographics, populations, consumer trends, cultural trends, societal trends and other variables and if it is to best serve our interests, your interests and the

interests of all other System licensees. For this reason, you agree that we may from time to time change the components of the Miss USA System and the requirements of the System, including, for example, changing the events, programs, methods, standards, forms, policies, procedures, services and products of the System, and adding to, deleting from or modifying the programs, services and products which we authorize or require your State Pageant to conduct or offer. You agree to comply with any of these modifications, additions, deletions, substitutions and alterations as if they were part of the System when this Agreement was signed. However, the changes will not materially and unreasonably increase your obligations under this Agreement. We (or our Affiliates) will not be liable to you for any expenses, losses or damages you sustain as a result of any of these modifications. You promise not to begin or join in any litigation or other proceeding against us (or our Affiliates) or any third party complaining about any of these modifications or seeking expenses, losses or damages due to these modifications. You also waive any claims, demands or damages arising from or related to these activities including, for example, any claim of breach of contract, breach of fiduciary duty, fraud, and/or breach of the implied covenant of good faith and fair dealing.

7.3 Compliance with Laws, Rules and Regulations

You agree to conduct your operations under this Agreement in strict compliance with all laws, rules and regulations of all applicable governmental authorities ~~with jurisdiction in or over the State, or any part of the State~~; comply with all applicable wage, hour and other applicable governmental laws and regulations; prepare and file all necessary tax returns; pay or cause to be paid before delinquency all taxes, fines, fees and/or assessments arising out of or in connection with your State Pageant and facilities; obtain and keep in good standing all necessary licenses, permits and other governmental approvals required for you to perform your responsibilities under this Agreement, to conduct State Pageant events and to offer and sell the services, programs and products which now or in the future are part of the Miss USA System; and comply, at your expense, with all governmental or quasi-governmental requirements, restrictions, duties and responsibilities. In connection with these obligations, you agree to comply with all reasonable requests that we or our counsel make for you to sign and file documents with the appropriate governmental authorities.

7.4 Intellectual Property, Promotional Materials, Services, Programs, Products and Equipment That You Develop

You irrevocably and permanently license to us, in perpetuity and royalty-free, for incorporation in the Miss USA System and use by us, our Affiliates and (if we determine) other licensees all of the following (and any elements thereof) if they are developed by or for you in connection with your State Pageant or any activities in connection with your State Pageant: all intellectual property created for, adopted by or purchased for or in connection with your State Pageant with the exception of the property we own, as set forth in this subsection and in Section 8.1(G) below); services, programs, products, merchandise, goods and/or equipment used or sold by your State Pageant; your means, manner and style of conducting State Pageant events and your operations in connection with the State Pageant; any events, programs, applications, products and services developed for your State Pageant (including, for example, any computer software and applications); and, all sales, marketing, advertising and promotional programs and campaigns developed by or for you. You agree that we, our Affiliates and other licensees will not be liable to you in any way, whether for compensation or in any other way, because of this license. You agree to cooperate with us in exploiting any of these rights, so long as we pay you any reasonable expenses which we authorize you to incur in connection with this exploitation by us, our Affiliates and licensees. You acknowledge and agree that we own, control and retain exclusively all rights, other than those specifically granted to you hereunder, arising out of or in connection with your State Pageant, including, without limitation, all dramatic, musical, stage, radio, publication, television (including broadcast, cable, satellite,

pay-per-view, and Internet-delivered), merchandising, videocassette, video disk, Internet, computer on-line, mobile, wireless or other digital media, personal appearance, and motion picture rights (whether live, on film, on tape, electronic, digital and by any other media and/or means of capturing, memorializing, replaying, broadcasting, or communicating images and/or sound now known or hereafter developed). Notwithstanding the foregoing, however, you may broadcast your State Pageant via television, web, pay-per-view or other means (during the Term of this Agreement only) with our prior written approval, which we will not unreasonably withhold. In addition, we may require you to live stream your State Pageant on an OTT, App or Web site operated by us and/or one of our partners or affiliates. In accordance with the foregoing, you must comply with our Standards, which may require you to make changes to your State Pageant, including without limitation changes to the music, video and/or photography.

7.5 Your Participation in Operation of State Pageant; State Pageant Director; State Pageant Titleholder Manager

You agree to personally and directly supervise the conduct of your State Pageant, unless we otherwise permit in writing. You agree to devote the amount of your time, attention and best efforts to the performance of your duties under this Agreement that is necessary for the proper and effective conduct of your State Pageant and the management of your State Pageant's reigning titleholder (as defined in Section 8.5 below). If you do not do so, this will be a material and incurable breach of this Agreement which, unless we waive the breach, will entitle us to terminate this Agreement immediately upon notice to you, with no opportunity for you to cure.

If you are an individual, you must serve as State Pageant Director. If you are an entity, then you must designate a State Pageant Director. Your State Pageant Director will have day-to-day management responsibility for your State Pageant, exercise direct supervision and personally participate in the conduct and activities of your State Pageant. You agree to inform us in writing of the identity of your State Pageant Director and any successor State Pageant Directors. Each State Pageant Director must receive our prior written approval, which we will not unreasonably withhold. The definition, duties, and responsibilities of the State Pageant Director may be set forth in our Standards.

You must designate an individual to serve as your State Pageant Titleholder Manager, who may be the same person as your State Pageant Director. You must inform us in writing of the identity of your State Pageant Titleholder Manager. Under your direct supervision, your State Pageant Titleholder Manager will be responsible for discharging the obligations set forth in Section 8.5 below.

You agree that your State Pageant Director, State Pageant Titleholder Manager and every other member of your staff shall satisfy the specifications and criteria we set forth in our Standards concerning the selection, qualifications, hiring, training, pre-training and post-training duties of your staff. All staff you employ must maintain the standards of appearance, manner and demeanor we establish in our Standards or otherwise.

7.6 World Wide Web

A. You must maintain a publicly-accessible World Wide Web site and Facebook and Instagram social media pages for your State Pageant (the "Web Site and Social Media Pages"). You need not purchase any computer system for this purpose, but you must have regular access to a personal computer with a connection to the Internet so that you can review and maintain the Web Site and Social Media Pages. The internet provider that you retain must be reputable, experienced and otherwise reasonably acceptable to us. In addition, you must comply with the requirements in subsection (B) below.

B. The following requirements will apply to the Web Site and Social Media Pages specified in subsection (A) above and any other web site, page or profile you maintain on the internet:

1. You must submit to us for approval before use your proposed HTML documents (and documents in any other hypertext markup language) including, for example, all proposed links, frames and meta tags, and true and correct printouts of all Web and social media pages you propose to use in the Web Site and Social Media Pages. You agree that we must have the right to approve all such Web and social media materials because they will include and be inextricably linked with our Proprietary Marks. You may only use material which we have approved. The Web Site and Social Media Pages must conform to all of our requirements, whether in our Standards or otherwise. Such requirements may include, among other things, that you update the Web Site and Social Media Pages on a regular basis in order to keep the content current with your on-going State Pageant events, operations and business. We may (but will have no obligation to) furnish you with materials and content for the Web Site and/or Social Media Pages. If we do so, you must use the materials and content as we require, and, if we require, you must adapt and localize the materials and content. We will always remain ~~at all times~~ the only owner of the domain names, home page addresses and social media pages for the Web Site and Social Media Pages and the only owner of the copyrights and all other intellectual property rights for all material and content which appears on the Web Site and Social Media Pages.

2. You must provide all hyperlinks or other links that we require. You may not use any of the Proprietary Marks on the Web Site or Social Media Pages except as we expressly permit. And any use by you of the Proprietary Marks on the Web Site and Social Media Pages will be under license from us. You may not post any of our proprietary, confidential or copyrighted material or information on the Web Site or Social Media Pages without our prior written permission. If you wish to modify your approved Web Site and/or Social Media Pages, all proposed modifications must also receive our prior written approval.

You may not post on the Web Site or Social Media Pages any material in which any third party has any direct or indirect ownership interest (including, for example, video clips, photographs, sound bites, copyrighted text, trademarks or service marks, or any other text or image in which any third party may claim intellectual property ownership interests) without permission from us, which we may withhold from you for any reason or no reason, and from the third party provider that owns the material. You agree to incorporate any other information we require on the Web Site and Social Media Pages as we require. The requirement for our prior approval in this Section 7.6 will apply to all your activities on the Internet or other computer communications network, except that you may maintain one or more e-mail addresses and may conduct individual e-mail communications without our prior written approval. You agree to obtain our prior approval as provided above if you propose to send advertising to multiple addressees via e-mail.

3. You agree to provide links on the Web Site and Social Media Pages to any Web site(s) we maintain, if we require. You agree to incorporate on the Web Site and Social Media Pages any other information we require in the manner we require.

~~4.~~ You must obtain our prior written approval for each Internet domain name, home page address and social media page. You understand and agree that we will be, and at all times remain, the only owner of the domain name, home page address and social media page for the Web Site and Social Media Pages and the contents of same. We will arrange for the centralized registration of the domain name for your Web site. If we notify you that we will not offer you a license for the next year, we will have the right to withdraw our approval for the Internet domain name, home page address and/or social media page for the Web Site and Social Media Pages and permit our State licensee for the next year to immediately use such Internet domain name, home page address and/or social media page for such licensee's State Pageant Web site and/or social media pages. In such event, you may submit a new Internet domain name, home page address and/or social media page for our prior written approval for the
Web Site and Social Media Pages.

~~5.~~ We will have the right to monitor the Web Site and Social Media Pages at all times.

~~6.~~ ~~As stated above, we will always remain ~~at all times~~ the only owner of the domain name, home page address and/or social media page for the Web Site and Social Media Pages and their content. Upon the expiration or termination for any reason of this Agreement, if we so request, you agree to irrevocably assign and transfer to us (or to another licensee or other designee of ours) any interest you may nevertheless have in the domain name, home page address and social media page of the Web Site and Social Media Pages and the materials and content which appears or has appeared thereon. If we so request, you agree to execute any documents and perform any other actions we require to effectuate this assignment and transfer and otherwise ensure that all such rights revert to us (or to another licensee or other designee of ours). Following the expiration or termination of this Agreement, then you may never again make any use whatsoever of the content, material, domain name, home page address or social media page of the Web Site and Social Media Pages. Whether or not we request such an assignment and transfer, following the expiration or termination of this Agreement, you may not establish any Web site or social media page using any similar or confusing domain names, home page addresses and/or social media pages, and you may not identify yourself on any Web site or social media page as a former licensee of ours.~~

~~7.~~ ~~All material and information which ~~appear~~appears on the Web Site and Social Media Pages will constitute "Confidential Information" as defined in Article 13 of this Agreement.~~

~~8.~~ ~~You may not offer or sell any products or services whatsoever from, through or at the Web Site and Social Media Pages without our prior written permission, which we may withhold for any reason or no reason.~~

~~9.~~ ~~You will be solely responsible for strict compliance with all aspects of federal, state and local laws, rules and regulations applicable to the operation of the Web Site and Social Media Pages and for all other legal aspects of the Web Site and Social Media Pages, including, without limitation, the implementation of legal notices, terms and conditions of use, privacy policies, compliance with privacy and data security laws, rules and regulations, and compliance with the Americans with Disabilities Act ("ADA") and the Federal Communication Commission (the "FCC") and Federal Trade Commission ("FTC").~~

~~10.~~ ~~If the Web Site and Social Media Pages fail to comply in any respect with the requirements in this subsection (B), you must suspend the operation of the Web Site and Social Media Pages until such failure is fully remedied by you, to our satisfaction.~~

C. Other than the Web Site and Social Media Pages specified in subsection (A) above, you may not maintain any presence on the Internet, including through the use of any other World Wide Web site or a page or profile on a social media or blog website, including but not limited to Twitter, Pinterest, Tumblr, and LinkedIn in connection with the State Pageant or any related competitions, events, activities and operations without first obtaining our written approval.

D. Licensee acknowledges and agrees that, where third parties process and collect data on behalf of the licensed business Licensee conducts hereunder, such data may be shared with Licensor, and Licensor may use and further share such data with licensees and others for the benefit of the entire Miss USA System.

7.7 Indemnification

The "Indemnitees" means us, our partners, our Affiliates, our and our partners' and Affiliates' affiliates, successors, assigns and designees, and the respective directors, officers, employees, agents, shareholders, designees, contractors and representatives of each. You agree that you will at all times defend us and the other Indemnitees at your own cost, and indemnify and hold us and the other Indemnitees harmless to the fullest extent permitted by law, from all losses and expenses (as defined below) incurred in connection with any action, suit, proceeding, claim, demand, investigation, or formal or informal inquiry (regardless of whether reduced to judgment) or any settlement which actually or allegedly, directly or indirectly, arises out of, is based, upon, is a result of or is related to any of the following: any element of your operations; any claims by your creditors; any injury or death suffered by any contestant, potential contestant, titleholder, reigning titleholder, visitor, spectator, employee or guest of your State Pageant events, operations or business; claims of any type or nature advanced by or against you or any of your officers, directors, shareholders, agents, contestants, potential contestants, titleholder, reigning titleholder, spectators, employees, representatives and contractors by a third party (or, as applicable, against a third party) or between or among themselves; crimes or alleged crimes committed on or near any of your premises or facilities or locations where State Pageant events or activities are conducted; your operation of your State Pageant and all related competitions, events and activities; claims of liability for products manufactured or services performed by third parties which are offered, sold or utilized by you, your contestants, potential contestants, titleholder, reigning titleholder, judges, business or State Pageant; your alleged or actual infringement or violation of any patent, mark or copyright, trade secret, or other proprietary right owned or controlled by third parties; your alleged or actual violation or breach of any contract, law, regulation, ruling, standard or directive applicable to your business and/or State Pageant, whether within or outside the State, or of any industry standard; libel, slander or any other form of defamation by you; your alleged or actual violation or breach of any warranty, representation, agreement or obligation in this Agreement; any acts, errors, neglects or omissions of you or your State Pageant, and/or your or its officers, directors, management, employees, agents, servants, contestants, potential contestants, titleholder, reigning titleholder, judges, contractors, partners, proprietors, affiliates or representatives (or any third party acting on behalf or at your direction), whether in connection with your State Pageant or otherwise, including (without limitation) injury or death suffered or caused by any vehicle serving your State Pageant or any common carrier transporting you or your State Pageant Director, State Pageant Titleholder Manager, agents, contestants, potential contestants, titleholder, reigning titleholder, judges, sponsors and/or spectators; all liabilities arising from or related to your offer, sale and delivery or products and/or services as contemplated by this Agreement; latent or other defects in your facilities or the facilities where any State Pageant events, operations or activities are conducted, whether or not discoverable by us or you; any service or product you provide at, from or related to operations at your facilities, the facilities where any State Pageant competitions, events, operations or activities are conducted or any other facility of yours; any action by any contestant, potential contestant, titleholder, reigning titleholder, judge, sponsor, spectator or agent of your State Pageant or visitor to your facilities, the facilities where any State Pageant events, operations or activities are conducted or any other facility of yours; and, any damage to your or our property or the property of any of our Affiliates, or your or our (or our Affiliates') partners, officers, directors, management, agents, employees, sponsors, spectators and contractors, or your contestants, potential contestants, titleholder, reigning titleholder, judges or agents.

Specifically excluded from this indemnity is any liability arising from the gross negligence or intentional willful misconduct of Indemnitees, except to the extent that joint liability is involved, in which event the indemnification provided by this Section 7.7 will extend to any finding of comparative negligence or contributory negligence attributable to you or any of the Indemnitees, as the case may be.

For the purpose of this Section 7.7, the term "losses and expenses" includes all claims or causes of action; fines or penalties; liabilities; losses; compensatory, exemplary, statutory or punitive damages or liabilities; costs of investigation; court costs and expenses; costs and expenses of mediation and

arbitration; expenses of travel and lodging; lost profits; reasonable attorneys' and experts' fees; settlement amounts; judgments; compensation for damages to our (or our Affiliates') reputation and goodwill; costs of or resulting from delays; travel, food, lodging and other living expenses necessitated by the need or desire to appear before (or witness the proceedings of) courts or tribunals, or governmental or quasi-governmental entities (including those of Indemnitees' attorneys and/or experts); and, all expenses of recall, refunds, compensation, public notices and similar amounts incurred in connection with the matters described.

You agree to give us written notice of any such action, suit, proceeding, claim, demand, inquiry or investigation (each, an "action") within five days of your actual or constructive knowledge of it. At your expense and risk, we may elect to participate in the action or to assume the defense and/or settlement of the action, (but under no circumstance will we be obligated to participate in the action or to undertake the defense and/or settlement of the action). However, we will seek your advice and counsel and keep you informed with regard to the defense or contemplated settlements. Our undertaking of defense and/or settlement will not diminish your obligation to indemnify us and the other Indemnitees and to hold them harmless.

In order to protect persons, property or the reputation or goodwill of ourselves or others, we may, at any time we consider appropriate, offer, order, consent or agree to settlements or take any other remedial or corrective actions we consider expedient with respect to the action if, in our sole judgment, there are reasonable grounds to do so.

Regardless of any actions, activity or defense we undertake or its subsequent success or failure, you must pay all losses and expenses incurred under this Section 7.7 pursuant to your indemnity obligations under this Section.

The Indemnitees assume no liability for acts, errors, or omissions of those with whom you may contract, regardless of the purpose. You agree to hold the Indemnitees harmless and indemnify them for all losses and expenses which may arise out of any acts, errors or omissions of these third parties.

The Indemnitees will not be required to seek recovery from third parties or otherwise mitigate their losses to maintain a claim against you under any circumstances. You agree that any failure to pursue recovery from third parties or mitigate loss will in no way reduce the amounts recoverable by the Indemnitees from you.

7.8 Contracts and Forms

You agree to use any contracts, paper and electronic forms and formats which we may specify; to use only the latest version of any contract, form or format designated as current by us; and, not to use any unauthorized or obsolete contract, form or format.

7.9 Testimonials and Endorsements

You agree to permit us or any of our authorized agents or representatives to communicate in any manner with your contestants, potential contestants, titleholder, reigning titleholder, spectators and Sponsors to procure testimonials and endorsements. You also agree to cooperate with us in procuring testimonials and endorsements. You further agree that we will be free to make whatever use of testimonials and endorsements that we determine, and that we will owe you absolutely no direct or indirect compensation or other duty as a consequence.

7.10 Inspection and Operational Audit

You agree that we or any of our authorized agents or representatives may at any time during normal business hours enter on your facilities, and/or visit any locations at which you are conducting State Pageant-related events and operations, to conduct an operational audit to determine compliance with this Agreement and with our policies, procedures, programs, standards, specifications and techniques as set forth in our Standards. Our representatives may examine, inspect and confer with your employees, agents, contestants, potential contestants, titleholder and the reigning titleholder. Following any inspection and operational audit, and subject to the other provisions of this Agreement, you agree to incorporate into your State Pageant events and operations any corrections and modifications we require to maintain the standards of quality and uniformity we prescribe, as quickly as is reasonably possible and using all resources at your disposal.

7.11 No Statements by You

Unless you first obtain our written approval, you agree to make no statements or comments to any media representative or any other third party (except for persons considering purchasing a license from us) relating to the contents of this Agreement, us or any of our Affiliates, except you may issue normal press releases affirmatively promoting the Miss USA Pageant.

7.12 Quality Standards

We may require you to discontinue providing any service, or using or selling any service, product or program which, in our opinion, does not conform to the image of quality, ethics, packaging, source or other standards or specifications we establish and/or associated with the Proprietary Marks.

7.13 Variance of Standards and Terms

Because complete and detailed uniformity under many varying conditions may not be possible or practical, we reserve the right, as we may consider in the best interests of all concerned, to vary standards for any Miss USA System licensee based on the peculiarities of the particular state or circumstance, density of population, population of state or any other condition which we consider important to the successful operation of the licensee's State Pageant. We will also have the right to grant licenses using the Miss USA System and the Proprietary Marks under terms that may differ materially from the terms of this Agreement, so long as the different provisions are due to the license being granted at materially different times or other non-arbitrary distinctions (and such changes may include variations from the eligibility requirements of contestants set forth herein). For this reason, our obligations and rights with respect to our various licensees may from time to time differ materially from the terms of this Agreement, without in any way altering or affecting the provisions of this Agreement. You will have no right to require us to disclose any variation to you or to grant you the same or a similar variation under this Agreement.

7.14 Cooperation With New State Licensee

If we notify you that we will not offer you a license for the next year, you agree to:

1. Immediately deliver to us (or, if we request, our new State licensee for the next year) records identifying your contestants and potential contestants (including addresses, telephone numbers, and email contact information, if any) for the past 3 years and lists or other records identifying potential contestants and contestants (including, without limitation, addresses, telephone numbers, and email contact information, if any), including, without limitation, any recruiting or database lists or records, for the past 3 years.

2. Make your titleholder available for promotional appearances and other promotional activities in connection with future State Pageants. You agree to comply with all directions you receive from us for cooperation with our new State licensee. If we request, you must cause your titleholder (as we or our new State licensee request) to work with our new State licensee for publicity, recruiting, commercial and marketing purposes, to appear in advertisements and commercials produced by our new State licensee, to appear at promotional and other events as requested by our new State licensee and to travel and make public appearances in connection with them. We or our new State licensee will pay any expenses you reasonably incur in connection with these promotional activities.

7.15 General Release

In consideration of our execution of this Agreement, you and your successors and assigns hereby release and forever discharge us, our partners, our Affiliates, our and our partners' and Affiliates' affiliates and subsidiaries and their officers, directors, employees, agents and representatives and their respective successors and assigns (the "Released Parties"), from any and all claims, liabilities, costs and expenses, whether known or unknown at this time, on account of any matter, cause or thing whatsoever which has happened, developed or occurred at any time from the beginning of time to and including the date of this Agreement, including, without limitation, any action of the Released Parties, or non-action of the Released Parties, as set forth in Section 8.7, and agree that they will not institute any suit or action against the Released Parties with respect to any matter so released; provided, however, that nothing contained in this Section 7.15 is intended to disclaim or require you to waive reliance on any representation that we made in the Franchise Disclosure Document that we provided to you.

7.16 Trade Accounts

You agree to maintain your trade accounts in a current status and to seek to promptly resolve any disputes with trade suppliers. If you do not maintain your trade accounts in a current fashion, we may pay any or all of the accounts on your behalf, but we will have no obligation to do so. If we pay any accounts on your behalf, then you agree to immediately repay us upon demand. If you do not keep your trade accounts current or make immediate repayment to us, this will be a material breach of this Agreement entitling us to terminate this Agreement following our giving you notice and an opportunity to cure your breach.

8. STATE PAGEANT; CONTESTANTS; TITLEHOLDER

8.1 Your State Pageant

A. You must conduct your State Pageant under the name "MISS (STATE) USA." All events associated with your State Pageant must be conducted, and all contestants must be selected, in a fair and impartial manner. You must conduct your State Pageant in a professional manner, and in a manner that reflects well on the Miss USA System. You must faithfully follow all standards of ethical and moral

conduct and maintain the highest standard of judging. We reserve the right to establish and modify the procedures and/or standards for judging your State Pageant and/or the Miss USA Pageant in our reasonable judgment (through our Standards or otherwise). You may not discriminate against any State Pageant applicant or contestant because of race, color, religion, national origin, sexual orientation, or any other basis prohibited by law. The venues for all your State Pageant activities and events must conform to our standards and your State Pageant finals must be held in a venue of sufficient size with adequate light and a sound system that is appropriate to the location. The sound and lighting for your State Pageant finals must be well coordinated and rehearsed.

B. You must actively recruit contestants for your final State Pageant competition and all preliminary competitions, in accordance with our Standards and requirements. Unless otherwise approved by us, you agree to feature no fewer than twenty-five contestants at your State Pageant competition. All contestants must be at least eighteen (18) years of age and under twenty-eight (28) years of age before January 1, ~~2024~~2023.

C. You must cause all your contestants to sign a State Pageant Contestant Entry Form/Contract consisting of, or containing at a minimum, the provisions set forth in the then-current Standards. If you choose to include provisions in the State Pageant Contestant Entry Form/Contract in addition to those set forth in the then-current Standards, you must submit the proposed additional language to us for approval in advance; we have the right to approve or disapprove of the proposed new language for any reason or no reason. You must also cause all your contestants to sign any other documents we may require in our Standards or otherwise. You must retain the signed State Pageant Contestant Entry Form/Contracts (and any other documents we require your contestants to sign) for at least two years from the date of your State Pageant finals. You must obtain the signature and consent of each contestant's parents or guardians (as applicable) to the State Pageant Contestant Entry Form/Contract (and any other documents we require your contestant to sign), where this consent is necessary to make the agreement a binding obligation. When a contestant wins the finals of your State Pageant and becomes a contestant to the ~~2024~~2023 Miss USA Pageant, the provisions of the then-current form Miss USA Pageant Contestant's Entry Form/Contract (as set forth in the then-current Standards) she signs will supersede the provisions of the State Pageant Contestant Entry Form/Contract in the event of any conflict between them.

D. You must hold the finals of your State Pageant for the selection of your titleholder between December 1, 2022 and September 1, ~~2020 and December 1, 2020~~2023, unless we otherwise approve in writing. The State Pageant finals must be held specifically to select a contestant for the ~~2024~~2023 Miss USA Pageant, and not as a preliminary to any other year's Miss USA Pageant.

E. You must certify to us, on a form we provide (in our Standards or otherwise), whatever details of your State Pageant events and competition we may require. These details may include, for example, the date and place of competition; the names and addresses of the judges; the signatures of all judges; the names of your Sponsors (as defined in Section 9.1 of this Agreement); the names and addresses of the winner and the four runners-up; information about the winner; and, the number of participating contestants. You must complete and return to us in a timely fashion this certificate and all other documents and forms we require (in our Standards or otherwise) in compliance with any deadlines we establish.

F. You must engage reliable, competent and impartial persons to judge your State Pageant competitions. You agree to furnish your judges with a written formulation of fair and objective judging standards, criteria and procedures, which comply with any standards, criteria and/or procedures that we require and furnish to you (in our Standards or otherwise). You must maintain the highest standard of judging. Your judges must judge contestants in State Pageant competitions based on such criteria as beauty, physical fitness, intelligence, personal style and charisma, among other criteria. Judging at your State Pageant competitions, both preliminary and final, must be performed in the following categories: swimsuit; evening gown; and, personality interview. You agree to promptly award the advertised prizes to the winner and any other prize-qualifying contestants.

G. As Section 11.2 below provides in full, you are required to advertise, promote and publicize your State Pageant competitions, events and activities. All photographic, movie film, videotape, video disk, audiotape, electronic, digital and any other recordings and/or means of capturing, memorializing, replaying, broadcasting, or communicating images and/or sound (now known or later developed) of your State Pageant competitions, activities and events (including, for example, your final competition) and of your titleholder and contestants (collectively, the Recordings”), created by you or by those acting in concert with you or under your direction shall be deemed to be Work Made For Hire (as defined under the U.S. Copyright Laws) on behalf of Licensor, and as such shall be owned by and for the benefit of Licensor. We have the right to use or not use the Recordings and to use, reproduce, re-use, license, alter, modify or change the Recordings as we see fit and for any purpose. In the event that it should be determined that the Recordings or any portion thereof do not qualify as a Work Made for Hire, you will and hereby do irrevocably and perpetually assign to Licensor all right, title, and interest that it may possess in any such Recording, including, but not limited to, all copyright and proprietary rights relating thereto. Upon request, you will take such steps as are necessary to enable us to record such assignment, at the expense of Licensor. You will sign, upon request, any documents needed to confirm that any specific Recording is a Work Made for Hire and/or to effectuate the assignment of its rights to Licensor. You shall enter into written agreements with all of your employees and independent contractors (i) providing that all Recordings created by them in the course of your performance under this Agreement shall be the property of Licensor either as works for hire under United States copyright law or otherwise, and (ii) obligating them to assign all rights in such Recordings to Licensor. If we decide to use any Recordings which you have had made, we will pay you any incremental costs you incur in furnishing them to us. We alone will own and control all copyrights and other intellectual property rights in and to all these Recordings. Without limiting the foregoing, we shall have the right to use, and grant others the right to use, such Recordings worldwide in perpetuity in any manner, method, and media, now known or hereafter devised, for whatever purpose we may determine. You agree that we will not be liable to you in any manner, whether for compensation or otherwise, as a consequence of creating the Recordings or assignment of rights therein. We hereby grant to you a non-transferable, non-assignable and non-exclusive license to use the Recordings which you have had made solely in connection with your State Pageant during the Term of this Agreement, but subject to our right to disapprove your usage or the manner of your usage.

8.2 Preliminary Pageants

You alone must conduct any preliminary competitions or pageants held for the purpose of selecting contestants for your State Pageant (each, a “Preliminary Pageant”), but you may do so either directly or through one or more independent contractors you engage in compliance with the provisions of this Section 8.2 (each, a “Preliminary Pageant Contractor”). The term “Preliminary Pageant” also refers to all related activities conducted before and after the pageant, including, for example, recruiting contestants, selecting judges and promotional activities.

You understand and agree that you have no right to sublicense the Proprietary Marks or any of your rights and privileges under this Agreement to a Preliminary Pageant Contractor or any other person or entity.

A. Any agreement you enter into with a Preliminary Pageant Contractor must, at a minimum, contain the following provisions:

1. The Preliminary Pageant Contractor must be required to maintain the insurance requirements set forth in Article 10 and must (without limitation) name you, us and the other Indemnitees identified in Section 7.7 as Additional Insureds and provide that the coverage afforded applies separately to each insured against whom claim is brought as though a separate policy had been issued to each insured. We make no undertaking or representation that the insurance that we require the Preliminary Pageant Contractor to obtain will insure you against any or all insurable risks of loss which may arise out of or in connection with the operation of the Preliminary Pageant.

2. The Preliminary Pageant Contractor must indemnify you, us and the other Indemnitees identified in Section 7.7 in writing under indemnification obligations identical or exceeding the obligations of your indemnification obligations set forth in Section 7.7. This indemnification must include all acts, errors, neglects and omissions of the Preliminary Pageant Contractor, and must (in addition to the parameters of Section 7.7) extend to any alleged injury to the person or property of the spectators, contestants, potential contestants, sponsors and judges of any Preliminary Pageant, any Preliminary Pageant Contractor, you and your or the Preliminary Pageant Contractor's officers, directors, partners, managers, agents and employees.

3. The Preliminary Pageant Contractor must agree to comply with your instructions in all uses of the Proprietary Marks under your supervision and control (these instructions must conform to our requirements as set forth in this Agreement, our Standards, or elsewhere).

4. The Preliminary Pageant Contractor must agree to comply with your instructions concerning the Preliminary Pageant under your supervision and control. These instructions must include (for example) venues, contestants, potential contestants, judges, sponsorships and prizes (these instructions must conform to all requirements we may impose with respect to Preliminary Pageants, in our Standards or otherwise).

B. The compensation of the Preliminary Pageant Contractor may consist of all revenues received by, from or in connection with the Preliminary Pageant, including (without limitation) all admission fees, entrance fees and consideration received in connection with sponsorships, less the expenses of conducting the Preliminary Pageant. All revenues received by, from or in connection with the Preliminary Pageant will otherwise be and remain your property, from which the Preliminary Pageant Contractor may retain the consideration for conducting the Preliminary Pageant on your behalf and the expenses of conducting the Preliminary Pageant.

C. You may not accept any fee or payment, directly or indirectly, from any Preliminary Pageant Contractor, whether for the right to conduct the Preliminary Pageant on your behalf or in any other way associated with or related to the Preliminary Pageant. Any entrance fee you charge a contestant from the Preliminary Pageant to enter your State Pageant must be paid by the contestant herself, and not by the Preliminary Pageant Contractor.

D. If you engage a Preliminary Pageant Contractor, you must supervise and control the Preliminary Pageant Contractor to make sure that: (i) the Preliminary Pageant Contractor complies with our requirements concerning the use of the Proprietary Marks as set forth in this Agreement, our Standards, or elsewhere, and (ii) that the Preliminary Pageant Contractor complies with all other requirements we may impose with respect to Preliminary Pageants in our Standards or otherwise, including, for example, the venues, contestants, potential contestants, judges, sponsorships and prizes.

[E. If we require, you agree to allow a service provider appointed by us, to manage and administer an online vote for your State Pageant. The State Pageant contest will run through the official Miss Universe App. If the State permits paid voting, then a "pay for vote" mechanism may be included. Any revenue derived from your State Pageant vote will be split between you, JKN Universe, LLC and the service provider.](#)

8.3 Your Titleholder

You must sign, and you must cause your titleholder to sign, the then current form Miss USA Pageant Contestant's Entry Form/Contract (as set forth in the then-current Standards). You must also obtain the consent and signature of your titleholder's parents or guardians (as applicable) to the Miss USA Pageant Contestant's Entry Form/Contract where this consent is necessary to make the agreement a binding

obligation. The requirements of the then current form Miss USA Pageant Contestant's Entry Form/Contract (as set forth in the then-current Standards) and the following requirements are all of the essence to this Agreement:

A. The titleholder must be a female, recognized legally and medically as such in the United States. If her sex designated at birth was not female, she must be able to provide legal and governmental recognition of her assigned sex as female by the U.S. federal government or her U.S. state of residence (which may include, if requested by us, any certification that she has fully completed sex reassignment required by your State and/or provided by a physician). The titleholder must be a citizen of the United States and she must have either (1) resided in your State as her "permanent and primary residence" (defined below) for a period of at least ninety (90) consecutive days immediately before the commencement of your State Pageant (although she may have attended school, college or university on a full-time basis elsewhere during all or part of that period), or (2) either (i) resided in your State as a full time student at a school, college or university for one entire semester, trimester or summer session immediately before December 31, ~~2020~~2022 and is still enrolled as a full time student at her school, college or university and will continue to reside in your State (although she may spend the summer in another State) or (ii) retained full-time employment in your State (i.e., worked at least forty (40) hours per week in your State, and qualified for employment benefits provided by her employer) and have maintained such full-time employment for a period of at least ninety (90) days prior to the date of your State Pageant. "Permanent and primary residence" means your titleholder's true, fixed and permanent domicile which she intends to make her permanent home. In order to establish compliance with these residency requirements, your titleholder must provide photocopies of at least three of the following types of bona-fide documents, at least one of which must be of the document type specified in (a) through (e) in the following list:

- (a) your titleholder's driver's license;
- (b) your titleholder's voter identification or registration card and/or proof of voter history provided by your State;
- (c) your titleholder's resident tax return from the most recent tax year;
- (d) your titleholder's current school records (e.g., transcript or report cards with her address);
- (e) employment documents in your titleholder's name (Form W-2 and pay stubs only) evidencing employment in your State for at least ninety (90) days immediately prior to the commencement of your State Pageant;
- (f) lease or deed for a dwelling in your titleholder's name (evidencing occupancy of the dwelling for at least ninety (90) days immediately prior to the date of your State Pageant);
- (g) telephone or utility bills in your titleholder's name (both the current bill and a bill dating back at least ninety (90) days immediately prior to the date of your State Pageant); or
- (h) bank or credit card statements in your titleholder's name (both the current statement and a statement dating back at least ninety (90) days immediately prior to the date of your State Pageant).

We may reject information or documentation we feel has not been gathered or provided in good faith. You will ensure that your titleholder will maintain such residency through the ~~2021~~2023 Miss USA Pageant.

We may review and evaluate the residency documentation that your titleholder submits to ensure that your State is your titleholder's permanent and primary residence. If we determine that your titleholder submitted documentation to fulfill her residency requirements for the sole purpose of competing in your State Pageant, with no intention of maintaining her residency in your State, we may take any action that we deem appropriate, including disqualifying your titleholder from competing in the [2024/2023](#) Miss USA Pageant, terminating your titleholder's reign as Miss (State) USA [2024/2023](#), withholding any prizes or other compensation to which your titleholder may have been entitled, and requiring your titleholder to return any prizes or other compensation she may have already received.

Your titleholder must be at least eighteen (18) years of age and under twenty-eight (28) years of age before January 1, [2024/2023](#). You are responsible for obtaining written proof of the foregoing in accordance with our Standards. You agree, if we request, to immediately furnish the written proof to us. We will determine all issues as to eligibility. You agree to abide by our determinations of your titleholder's eligibility for competition in the [2024/2023](#) Miss USA Pageant.

B. Any misrepresentation, untrue statement or omission of any material fact by your titleholder whether in the Miss USA Pageant Contestant's Entry Form/Contract or in any other communication with you or us, or her failure to comply with any of the requirements you impose upon your titleholder that we require under this Agreement, may result in the disqualification of your titleholder, loss of her title and return of any and all prizes awarded her by us, in addition to any other remedies we may have, which will be deemed cumulative. In addition, any of these acts, omissions or failures by your titleholder will constitute a material and incurable breach of this Agreement which, unless we waive the breach, will entitle us to terminate this Agreement immediately upon notice to you, with no opportunity to cure; provided, however, that no such termination will be forthcoming if you reasonably demonstrate to us that you did not know – and, following commercially reasonable due diligence, could not have known – of the titleholder's misrepresentation, untrue statement and/or omission.

C. Neither your titleholder nor any member of her immediate family (i.e. mother, father, sister or brother) or anyone living in her household is currently, or has within the last two (2) years been, employed by or an officer, director or agent of any of the following: (i) you, any company or enterprise you own or control, or a company or enterprise under common ownership or control with you; or (ii) us, **IMG Worldwide, LLC** [JKN Global Public Company Limited](#), Ernst & Young, any other entity or entities that we designate, or any of the parents, subsidiaries, affiliates or related companies of the foregoing. If any of these conditions change before or during competition at the [2024/2023](#) Miss USA Pageant, you must inform us immediately when you find out about the change, so that we can determine your titleholder's eligibility.

D. No contestant may compete in more than two (2) State Pageants preliminary to the [2024/2023](#) Miss USA Pageant, including your State Pageant. If a contestant wishes to participate in your State Pageant after she has already participated and failed to become the titleholder in another state's State Pageant, she must establish permanent and primary residence in your State and her participation in your State Pageant must take place more than ninety (90) days after she participated in the previous State Pageant. No contestant may compete in any State Pageant preliminary to the [2024/2023](#) Miss Teen USA Pageant. Your titleholder may neither be the current titleholder in any other state or national pageant or competition system (except if the system is a preliminary to a State Pageant) during her reign as your titleholder, nor may she compete in any other pageant or competition from the time she wins your State Pageant until after the [2024/2023](#) Miss USA Pageant is over. Your titleholder must be your contestant to the [2024/2023](#) Miss USA Pageant, and no contestant to the [2024/2023](#) Miss USA Pageant will be eligible to compete more than once.

E. Subject to Section 8.7, if for any reason your titleholder is disqualified before the [2024/2023](#) Miss USA Pageant begins or if, for her own reasons, the titleholder does not participate in the [2024/2023](#) Miss USA Pageant, then your runners up in order of selection will be considered as alternate contestants to the [2024/2023](#) Miss USA Pageant, subject to our prior approval before you make any

announcement about these matters. You agree to use all your available resources to ensure that a duly-appointed alternate contestant arrives in the Host City (as defined below) in time for the [20242023](#) Miss USA Pageant and to comply with the other contestant requirements of this Agreement with respect to the alternate contestant.

F. Any management or personal services contract you enter into with your titleholder must expressly provide that it will automatically become null and void (i) if the titleholder is selected as Miss USA [20242023](#) or succeeds to the Miss USA [20242023](#) title or (ii) upon the expiration or sooner termination of this Agreement if we do not offer you a license for the next year, and as a result will, in each case, be fully terminated. You may not share in or request from us or your titleholder any monies, awards or consideration which your titleholder receives from us and/or our Sponsors (as defined in Section 9.1 below). As Sections 7.5 and 8.5 provide in full, your State Pageant Titleholder Manager must provide continuing managerial services for your titleholder (as well as for the reigning titleholder, until the time your titleholder is selected), but you may not charge your titleholder or the reigning titleholder any fee for these managerial services or request from your titleholder or the reigning titleholder any monies, awards or consideration which she receives from us and/or our Sponsors as consideration for your State Pageant Titleholder Manager's provision of these managerial services. In addition, if we or any of our affiliates decide that we would be interested in a management or personal services contract with the titleholder or any other contestant (or the post titleholder's reign as Miss USA), your contractual rights with the titleholder or any other contestants shall not prevent us from exercising such rights.

G. Within 30 days following the selection of your titleholder, you must forward the following to us:

- (i) The titleholder's completed and fully executed Miss USA Pageant Contestant's Entry Form/Contract together with all other documents we require;
- (ii) Photocopy of the titleholder's birth certificate establishing that she will be at least eighteen (18) years of age and under twenty-eight (28) years of age before January 1, [20242023](#);
- (iii) A photocopy of a passport or naturalization papers establishing that she is a citizen of the United States; and
- (iv) Photocopies of document(s) furnished to you by your titleholder pursuant to the requirements of the Contestant Entry Form/Contracts (as set forth in the then-current Standards), establishing that she meets the residency requirements of subsection 8.3(A).

H. You must furnish your titleholder with the following products, services, goods and merchandise (or a cash prize in an amount at least sufficient to purchase the following products, services, goods and merchandise) in connection with her participation in the [20242023](#) Miss USA Pageant:

- (i) Round trip air transportation on regularly scheduled flights at regularly scheduled fares (and not on chartered flights or at student or standby fares), and accommodations and meals at any point where arrangements are made for her to stop en route, to the city where the [20242023](#) Miss USA Pageant is held (the "Host City").
- (ii) At least one properly fitted competition evening gown, to be in your titleholder's possession upon arrival in the Host City. This evening gown(s) is to be furnished as a prize or gift to your titleholder and you must not require your titleholder to return the evening gown(s) after the [20242023](#) Miss USA Pageant.

I. You must ensure your titleholder has in her possession a wardrobe adequate for rehearsals and appearances during the [20242023](#) Miss USA Pageant, including at a minimum cocktail dresses; informal dresses for various evening events; rehearsal clothes such as shorts, sweats and T-shirts; appropriate attire for interviews (business clothes not required); appropriate footwear (including, for example, flat dance shoes for rehearsal) for the previously mentioned outfits; and any other wardrobe we require to be in your titleholder's possession upon arrival in the Host City. You are not required to furnish any wardrobe items if your titleholder already has those items in her possession. However, to the extent your titleholder does not already have any necessary wardrobe items, you must furnish your titleholder with those wardrobe items as a prize or gift (or provide a large enough case prize for her to purchase them).

J. Before the departure of your titleholder to the [20242023](#) Miss USA Pageant, you must review with your titleholder our Contestant's Handbook, which we will send to each contestant in the [20242023](#) Miss USA Pageant.

K. You must cause your titleholder to be prepared to travel to the Host City immediately after you receive notice from us.

L. You must mail to us a check in the amount of \$200.00, made payable to "IMGJKN Universe, LLC" for our receipt no later than six weeks before your titleholder's arrival in the Host City. We will provide this sum to your titleholder in cash as spending money.

8.4 Official Miss USA Pageant Contestant's Entry Form/Contract to be Signed by Your Titleholder

You must cause your titleholder to sign the then current form Miss USA Pageant Contestant's Entry Form/Contract (as set forth in the then-current Standards), and deliver to us that signed Miss USA Pageant Contestant's Entry Form/Contract no later than Thirty (30) days following your state pageant or by any deadline we announce.

8.5 Duties of Your State Pageant Titleholder Manager

Your State Pageant Titleholder Manager will be responsible for managing the activities in your State of: (a) the reigning State Pageant titleholder from the preceding year's State Pageant (the "reigning titleholder"), from the effective date of this Agreement until the successor titleholder (that is, your titleholder) is selected at your State Pageant; and (b) your titleholder from the date she wins your State Pageant until the judging of the [20242023](#) Miss USA Pageant and, if she does not win or succeed to the Miss USA [20242023](#) title, until the expiration of this Agreement. You may not charge any fee for these managerial services or request from your titleholder or reigning titleholder any money, awards or consideration which your titleholder receives from us and/or our Sponsors in connection with the [20242023](#) Miss USA Pageant, or that the reigning titleholder received from us and/or our Sponsors in connection with her participation in the preceding year's Miss USA Pageant, as consideration for your State Pageant Titleholder Manager's provision of these managerial services. Notwithstanding anything to the contrary herein, you may retain up to 20% of the gross monies and other consideration received or due from personal appearances, commercial endorsements, speaking engagements, modeling engagements and other services in the entertainment or allied fields that you secure for your titleholder. The responsibilities of your State Pageant Titleholder Manager will include, during the applicable periods described above, preparing your titleholder for her competition in the [20242023](#) Miss USA Pageant and for the activities and events related to the [20242023](#) Miss USA Pageant; helping your titleholder and the reigning titleholder in their career paths; supporting the official Miss USA causes and/or charities that we

designate; advising your titleholder and the reigning titleholder concerning their wardrobes, hairstyle and cosmetics; attending premier social and celebrity events with your titleholder and the reigning titleholder; publicizing the activities of your titleholder and the reigning titleholder within your State; overseeing appearances within your State of your titleholder and the reigning titleholder in advertisements and commercials, at fashion shows, trade shows and at other events and public appearances; and, arranging for the travel and accommodations of your titleholder and the reigning titleholder for such appearances. Further duties and responsibilities of the State Pageant Titleholder Manager may also be set forth in our Standards.

8.6 Promotional Activities in Cooperation with our Affiliates

We may arrange with ~~IMG Worldwide, LLC~~ [JKN Global Public Company Limited](#) and/or other Affiliates of ours for promotional appearances by your titleholder, contestants or reigning titleholder and/or other promotional activities in connection with your State Pageant. We will notify you of any of these arrangements. You agree to comply with all directions you receive from us for cooperation with our Affiliates. If we request, you must cause your contestant(s), titleholder and/or reigning titleholder (as we or our Affiliate request) to work with our Affiliate(s) for publicity, commercial and marketing purposes, to appear in advertisements and commercials produced by our Affiliates, to appear at fashion shows, trade shows and other events as requested by our Affiliates, and to travel and make public appearances in connection with them. We or our designee may pay any expenses you reasonably incur in connection with these promotional activities (if we decline to pay for any such expenses, you are not obligated to participate in these promotional appearances and activities). You agree to comply with all directions you receive from us for cooperation with our Affiliates, including (for example): engaging in cooperative promotional marketing and publicity arrangements with our Affiliates; and, conducting special events associated with our Affiliates. However, we make no representation that we will, in fact, negotiate or consummate any such arrangements with our Affiliates for the State, or that we will ensure that you or any other licensee benefits from promotional arrangements with any of our Affiliates.

8.7 Disputes with titleholders or contestants.

If you are in a dispute with a titleholder or contestant (the “Dispute”), and as a result of the Dispute, you desire to either (i) disqualify a contestant from entering or competing in the competition or (ii) disqualify a titleholder’s crown and appoint an alternative contestant as the titleholder, you must first notify us before taking any action to disqualify a pageant contestant or titleholder. We shall have the right to review the matter, and upon our review, we may decide to mediate the Dispute. If after mediation, the matter is still not resolved to the satisfaction of the contestant/titleholder and you, then you and the contestant/titleholder shall be obligated to enter into a binding arbitration, the terms of which are set forth in the respective State Pageant Contestant Entry Form/Contract or the Miss USA Pageant Contestant’s Entry Form/Contract.

We may also decide to decline to mediate the Dispute, and you and the contestant/titleholder shall act in good faith to mediate the Dispute with the assistance of a professional mediator. If you and the contestant/titleholder are unable to resolve the Dispute, then you will be obligated to enter into a binding arbitration with the contestant/titleholder, the terms of which are set forth in the respective State Pageant Contestant Entry Form/Contract or the Miss USA Pageant Contestant’s Entry Form/Contract.

9. SPONSORS; SYSTEM SUPPLY CONTRACTS; PROPRIETARY PRODUCTS

9.1 Sponsors

A. Subject to the limitations set forth in subsections (B) and (C) below and to any restrictions or requirements set forth in our Standards, you may, with our prior written permission (which we may withhold for any reason or no reason), enter into agreements with one or more commercial enterprises and other organizations and entities (each, “your Sponsor”) for joint publicity and/or cooperative commercial endeavors within the State. You must notify us in writing of each sponsorship arrangement you propose. You agree to refrain from entering into any sponsorship arrangement for ten days after we receive your notice. If we do not respond within ten days following our documented receipt of your proposed sponsorship arrangement, this will constitute our approval. We will not unreasonably withhold approval of your proposed sponsorship arrangements. However, we will not approve any sponsorship arrangement involving tobacco, firearms, sexual or pornographic materials or products, or cosmetic surgery, or which do not otherwise meet our moral or ethical standards. Any agreement you enter into with any of your Sponsors must expressly provide that it will automatically terminate and become null and void upon the termination or expiration of this Agreement.

B. 1. We may negotiate and enter into agreements or arrangements with one or more commercial enterprises, licensees and other organizations and entities (each, “our Sponsor”) for joint publicity and/or cooperative commercial endeavors within (and possibly outside of) the State for our benefit, your benefit and the benefit of our Sponsors. We will notify you of any arrangements we make with any of our Sponsors affecting your State Pageant. So long as our arrangement with our Sponsor does not directly conflict with any arrangements you have made with any of your Sponsors previously approved by us as described above (and the “Miss USA Pageant-Related Circumstances” defined and described in subsection [2] below do not apply), you must comply with all directions you receive from us for cooperation with our Sponsors, including (for example): engaging in cooperative marketing and publicity arrangements with our Sponsors; conducting special events associated with our Sponsors; cooperating with the granting by our Sponsors of special categories of awards and special prizes at State Pageant final or preliminary competitions; cooperating with our Sponsors in publicizing scholarships granted by our Sponsors to state titleholders or other contestants; distributing gift packages and/or promotional materials provided by our Sponsors to contestants, judges, spectators and/or other categories of persons designated by our Sponsor; engaging contestants and titleholders to use their social media channels to promote Sponsors; working with us to schedule potential appearances with your contestants

and/or titleholder, which could be within or outside the State on behalf of a Sponsor; providing a reasonable number of tickets to State Pageant events to our Sponsors as we direct; and, utilizing display materials provided by our Sponsors at State Pageant events as we direct; provided, however, that any documented expenses you, your contestants and/or titleholder incur in connection with these activities will be borne by Sponsors and remuneration of your contestants, titleholder and yourself will be mutually agreed upon with the Sponsor in question. If, however, an arrangement we make with any of our Sponsors directly conflicts with any arrangements you have made with any of your Sponsors, then, except as provided in subsection (2) below, you will not be required to cooperate with our Sponsor, so long as you notify us of the nature of the conflict within a reasonable time after we advise you of our arrangement with our Sponsor.

If there is no conflict with any of your Sponsors or the “Miss USA Pageant-Related Circumstances” apply, then if we request, you agree to use your best efforts to cause your contestants, titleholder and/or reigning titleholder to work with our Sponsor(s) for publicity, commercial and marketing purposes, to post social media in connection with our Sponsors and Sponsor product offerings, to appear in advertisements and commercials produced by our Sponsors, to appear at fashion shows, trade shows and other events as requested by our Sponsors, and to travel and make public appearances in connection therewith; provided, however, that any documented expenses you, your contestants, titleholder and/or reigning titleholder incur in connection with these activities will be borne by the applicable Sponsor and remuneration of your contestants, titleholder and/or reigning titleholder and yourself will be mutually agreed upon with the Sponsor in question. Even where there is a direct conflict with one of your Sponsors (and the “Miss USA Pageant-Related Circumstances” do not apply), you will be free to choose our Sponsor arrangements instead of your arrangements with your Sponsor. We make no representation that we will, in fact, negotiate or consummate any sponsorship arrangements for your State Pageant, or that we will ensure that you or any other licensee benefits from our sponsorship arrangements.

2. Under the following circumstances, which will be referred to as the “Miss USA Pageant Related Circumstances,” the priority of your Sponsors over our Sponsors will cease or temporarily not apply, as follows:

- (a) If your titleholder wins or succeeds to the Miss USA ~~2021~~2023 title, then, without our prior written approval: you will have no right to require her to use, endorse or publicize your Sponsors; you may not use or authorize others to use her Miss USA title, her participation in your State Pageant, her state title, name, voice or likeness in connection with any product or commercial enterprise, including those of your Sponsors; and, you may not arrange or authorize others to arrange for her to give any written, verbal or other endorsement of any product, service or commercial enterprise, including those of your Sponsors.
- (b) During the ~~2021~~2023 Miss USA Pageant and any other events at the Host City or elsewhere which follow the finals of your State Pageant and which are preliminary or immediately subsequent and related to the ~~2021~~2023 Miss USA Pageant, you must comply with our Sponsor arrangements, even if in direct conflict with your Sponsor arrangements, and you must use your best efforts to cause your titleholder and/or reigning titleholder to comply with our Sponsor arrangements, even if in direct conflict with your Sponsor arrangements.

It is your responsibility to inform your titleholder, reigning titleholder and contestants about any of our Sponsors we have notified you about as necessary for the titleholder, reigning titleholder and contestants to comply with the commitments to give priority to our Sponsors under these circumstances which they undertake in Exhibits A and B, respectively.

9.2 Miss USA/Miss Teen USA/Miss Universe Consumer Product Lines.

We may negotiate and enter into agreements or arrangements with one or more commercial enterprises, licensees, retailers, manufacturers, and other organizations and entities for the creation, design, manufacture, sale, and/or promotion of consumer product lines utilizing the Proprietary Marks and/or association with the Miss USA, Miss Teen USA or Miss Universe brand (e.g., an apparel and accessories, footwear, jewelry, swimwear, makeup, hair, and/or skincare line, and/or digital assets such as NFT's) ("Licensed Product Lines"). We will notify you of any Licensed Product Lines. You must comply with all directions you receive from us for cooperation in connection with the promotion of the Licensed Product Lines, including (for example): engaging in cooperative marketing and publicity arrangements on behalf of the Licensed Product Lines; conducting special events to promote the Licensed Product Lines; engaging contestants and titleholders to use their social media channels to promote the Licensed Product Lines; working with us to schedule potential appearances with your contestants and/or titleholder, which could be within or outside the State on behalf of the promotion of a Licensed Product Line; distributing gift packages and/or promotional materials featuring the Licensed Product Lines to contestants, judges, spectators and/or other categories of persons as dictated by us.

9.3 Proprietary Products

~~A. _____~~

A. To provide for a State Pageant of the highest quality, guarantee uniformity, and protect our trade secrets – which are of the essence to the Miss USA System and this Agreement – you agree to purchase or lease certain proprietary products from us, our Affiliates or designees, unless we approve an alternate product you propose as provided in subsection 9.3 (B) below. Specifically, you agree to purchase from us, our Affiliates or designees all Miss USA System products which now comprise, or in the future may comprise, a part of our System, which were developed by, are proprietary to or kept secret by us, and which we designate for purchase by System licensees unless we approve an alternate product as provided in subsection 9.3 (B) below.

We (or our Affiliates or designees) agree to sell you all proprietary products at the same price as paid by other similarly situated licensees. We reserve the right to earn a profit from the sale to you, your contestants, potential contestants, titleholder and reigning titleholder of proprietary products. We (or our Affiliates or designees) may demand payment in full for any proprietary products (including, if we or our Affiliate or designee elects to arrange for shipment, estimated shipping charges) at the time you place an order and before the products are loaded for shipment.

We (or our Affiliates or designees) will have no responsibility concerning shipment of any products to you. We (or our Affiliates or designees) will sell you any and all proprietary products F.O.B. their place of manufacture or any other location we designate from time to time. If we (or our Affiliates or designees) arrange shipment of products to you, we (or our Affiliates or designees) will do so only as a gratuitous accommodation for your convenience. We (or our Affiliates or designees) will have no duty or responsibility regarding the selection or actions of any carrier. You waive any possible claim against us (or our Affiliates or designees) arising out of or related to the shipment of products or the selection of any carrier.

Your exclusive remedy and our (and our Affiliates' and designees') exclusive liability for all claims as to any products purchased from us or them under this Agreement or for delayed delivery or non-delivery of such products, will be limited to the purchase price of the products in question (plus shipment costs, if any, paid by you for the products) or, at our (or our Affiliates' or designees') option, the replacement of the products shipped to your headquarters at our (or our Affiliate's or designee's) expense. Neither we nor any of our Affiliates or designees will be liable for special, incidental, indirect or consequential damages, whether or not caused by or resulting from our negligence or the negligence of our Affiliate or designee (as applicable).

We warrant that any proprietary products purchased by you meet our specifications. We and our Affiliates and designees neither make nor intend, nor authorize any agent or representative to make, any other warranties, express or implied, with respect to proprietary products delivered under this Agreement. **WE AND OUR AFFILIATES AND DESIGNEES EXPRESSLY EXCLUDE AND DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO PROPRIETARY PRODUCTS DELIVERED UNDER THIS AGREEMENT.**

If you are in default under this Agreement, we will have no obligation to sell products to you.

B. If you propose an alternate product instead of purchasing any proprietary product from us, we agree to exercise our right of approval reasonably, in accordance with the following procedure:

1. You must submit a written request to us for approval of the product and its supplier, together with a sample of the proposed product or, if this is not feasible, drawings showing the design of the product and describing its other characteristics sufficiently for us to make our determination.

2. You or the supplier must demonstrate to our reasonable satisfaction that the supplier is able to supply a product to you meeting our approval as to quality and style of design and our other qualifications and standards.

We will give you written notice of our approval or disapproval of the proposed product within a reasonable time. If we revoke approval of a product we have previously approved, we will give you written notice, stating the explanation for the revocation.

10. INSURANCE

10.1 Required Insurance Coverage.

Throughout the Term of this Agreement (including any extensions thereof), you must provide and maintain in full force and effect, at your expense, the following minimum insurance coverages which shall protect us and related indemnified parties from all claims, liabilities, damages or loss to persons or property caused by, resulting from, arising out of or in connection with the acts or omissions of you (or anyone acting on your behalf) under this Agreement, including without limitation claims that are the subject of your indemnification obligations .

1. **Commercial General Liability Insurance** with limits not less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate, and \$5,000 medical expense (any one person). The policy must include participant legal liability and afford coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to your limit of liability This insurance may not have a deductible or self-insured retention of over \$5,000.
2. **Commercial Automobile Liability Insurance.** If any vehicle is operated in connection with the conduct of your State Pageant or any related events, activities and operations (including personal appearances by your titleholder or the reigning titleholder or contestants), automobile liability coverage, including coverage of owned, non-owned and hired vehicles, with minimum limits of liability in the greater of (i) the amount required by all applicable state and federal laws, or (ii) \$1,000,000 for any number of persons injured or killed in one accident, and a minimum limit of \$300,000 for injury, destruction or loss of use of property of third persons as the result of any one accident.
3. **Workers' Compensation Insurance** as required by applicable law, and **Employer's Liability Insurance** with a limit not less than \$500,000 per occurrence.
4. **Excess or Umbrella Liability Insurance** with suggested limits of \$3,000,000.

5. **Media Liability Insurance** (Errors & Omissions) with suggested limits not less than \$1,000,000 per claim and \$1,000,000 annual aggregate, protecting you and us for claims brought by third parties as a result of a media injury. Policy shall include coverage for, but not limited to, liabilities arising out invasion of privacy; defamation; libel; slander; disparagement (including product disparagement); plagiarism and other unauthorized use of material, names, or trademarks; breach of license agreement; copyright infringement; breach of implied contract arising out of the submission of ideas or any other breach or unintentional breach of contract relating to services performed under this Agreement. If this insurance is arranged on a "claims-made" basis, an extended reporting period must be sufficient to satisfy your indemnification obligations under Section 7.7 of this Agreement.

It is hereby agreed and understood that the insurance requirements set forth above shall not be construed as a limitation of any potential liability on your behalf, and we may modify the required minimum limits of insurance coverage from time to time by written notice to you, through Supplements to the Standards or otherwise. All such insurance required above shall be primary and non-contributory, and written by insurance companies qualified to do business in the state for which services are performed and with an A.M. Best's rating of not less than A-, VII. It is also agreed and understood that you will be responsible for paying any deductible or retention under your policies and will remain solely and fully liable for the full amount of any claim, damage, liability, loss or expense for which it is otherwise liable hereunder regardless of any failure or deficiency of insurance coverage or compensation.

Policies shall be endorsed to name us and the other Indemnitees identified in Section 7.7 as additional insureds and shall contain a waiver of subrogation in favor of such additional insureds. The additional insured requirement applies to all coverages, except Workers' Compensation. The waiver of subrogation applies to all coverages. Each of the aforementioned policies will include a provision requiring the insurance company to give us prompt notice of at least thirty (30) days prior to any material revision, modification or cancellation thereof.

You shall furnish us, at the following address, with certificates of insurance evidencing your compliance with the provisions of this section: (i) at least 15 days prior to the effective date of this Agreement, (ii) at the renewal of its insurance policies, and (iii) whenever otherwise reasonably requested by us during the Term:

IMGJKN UNIVERSE, LLC
~~1370 Avenue of the Americas, 20th floor~~
c/o Miss Universe Organization
108 First Ave, Box 429
New York, NY ~~10019~~10009

You shall also be responsible for: (i) ensuring your subcontractors maintain adequate insurance in conformance with all insurance terms, coverages and conditions specified under this Agreement (and you will cause any of your subcontractors to issue certificates of insurance indicating same); and (ii) causing any of your subcontractor to add us and the other Indemnities identified in Section 7.7 as additional insureds under each policy.

11. ADVERTISING AND PROMOTION

11.1 Advertising and Promotion Standards and Submission

In this Agreement, the phrase “advertising and promotional material” means all advertising, identification and promotional materials and programs of any type, including (for example) print and broadcast advertisements; programs; playbills; event bulletins; brochures; entry forms; press releases; World Wide Web/Internet pages, search, ads, or other communications by Internet, computer network or computer “bulletin boards”; mobile or wireless communications and applications; social media; stationery; business cards; signs; posters; displays; leaflets; newspaper and magazine advertisements and inserts; promotional mailouts; general mailings; telephone greetings, messages and voicemail accessible by customers or other third parties; videotape, video disk, CD-ROM or other electronic or digital media, and any other recordings and/or means of capturing, memorializing, replaying, broadcasting, or communicating images and/or sound (now known or hereafter developed); promotional literature; and, any other material or communication which we denominate as “advertising and promotional material” in our Standards or otherwise.

You agree to conduct all advertising and promotion which uses the Proprietary Marks or refers in any way to your State Pageant or the Miss USA Pageant in a dignified manner calculated to avoid fraud, deception, misrepresentation and/or embarrassment, shame, ridicule, disparagement or liability of any type accruing to us (or our Affiliates, officers, directors or employees), you, your State Pageant, the Miss USA Pageant, the Miss USA System or other System licensees. You agree to conform all advertising and promotion to the standards, specifications and requirements that we specify in writing in our Standards or otherwise.

You may only use advertising and promotional materials which we have either furnished or approved in writing in advance. Except for any advertising and promotional materials, programs and campaigns we furnish to you, you agree to submit to us for approval, before use or dissemination, copies of all proposed advertising and promotional material (as broadly defined in this Section 11.1). We may withhold our approval of any materials for any or no reason. If we do not respond within ten days following our documented receipt of your proposed advertising and promotional material, this will constitute our approval. (Neither the fact that we furnish advertising material, approve of advertising material, nor the advertising material itself, will directly or indirectly require us to pay for any advertising, identification or promotion.) Neither our approval of nor failure to exercise our right to review your proposed advertising and promotional materials shall constitute an opinion as to the legal appropriateness or adequacy of such advertising and promotional materials or their manner of use. You shall be solely responsible for compliance with all aspects of federal, state and local laws and regulations applicable to the use of your advertising and promotional materials.

If you breach the provisions of this Section 11.1, we will notify you in writing of the facts which we believe have given rise to the breach. If you do not cure the breach within three days following delivery of this notice, then we may terminate or remove any unauthorized advertising at your expense, and we will also be entitled to terminate this Agreement immediately upon notice to you.

11.2 Your Advertising and Promotion Obligations

You agree to advertise, promote and publicize your State Pageant using print, television, radio, online, digital and electronic media, as required below and as we may require in our Standards or otherwise. You will not be required, in our Standards or otherwise, to purchase advertising space or time on print, television, radio and/or other forms of electronic media in connection with the advertising, promotion and publicizing of your State Pageant. To obtain state and national publicity, you must release photographs of

your titleholder to local newspapers, online and digital media outlets, and state, national and regional news syndicates and release videotape showing your titleholder to local, national and regional television networks and online and digital media outlets. Upon our request, you agree to supply us with copies of these photographs and videotapes and accompanying press releases, with evidence of their dissemination to and/or use by the various media.

You agree to make every effort to foster and promote the public's perception of the relationship between your State Pageant competitions and the Proprietary Mark "MISS USA." For this purpose, you agree to publicize and use the Proprietary Mark "MISS USA" and/or the design logo(s) we prescribe in accordance with Article 16 of this Agreement and the requirements and instructions in our Standards or otherwise. This required use consists, at a minimum, of the following:

1. You must cause the Proprietary Mark "MISS USA" to appear prominently at least once and the design logo which we designate at least once, in every program, playbill or other event bulletin you publish in connection with your State Pageant or containing any reference to your State Pageant.

2. You must cause the Proprietary Mark "MISS USA" to appear prominently at least once in any press release you issue in print, via broadcast, via e-mail, via Internet distribution, or otherwise in connection with your State Pageant.

3. You must cause the Proprietary Mark "MISS USA" to appear prominently at least once, in a manner conveying the relationship between us, in any other promotion or business materials utilized by or prepared for you in connection with your State Pageant or containing any reference to your State Pageant.

4. You must cause the Proprietary Mark "MISS USA" to appear prominently at least once, in a manner conveying the relationship between us, on the Web Site and Social Media Pages and on any other approved social media or mobile media platforms for your State Pageant.

12. RECORDS, AUDITS AND REPORTING REQUIREMENTS

12.1 Financial Statements

No later than forty-five days following the conclusion of your State Pageant, you agree to furnish to us, in the form we require and furnish to you, a statement of your business operations and activities conducted pursuant to the license granted in this Agreement (including, without limitation, the State Pageant, any pageant-related activities, and any titleholder-related activities (such as endorsement, sponsorship, modeling, or personal appearance arrangements). These statements must include an annual profit and loss statement, and any other financial information that we may require. These financial statements must be certified to be true and correct. The requirements of this subsection will survive the expiration or sooner termination of this Agreement.

We will maintain your financial statements and the information contained in them in strict confidence, except to the extent we are legally compelled to disclose your financial statements or any information contained in them in response to a court order, subpoena, tax audit, or other legal compulsion. In addition, you authorize us to disclose information derived from your financial statements in combination with information from other licensees in statistical form without specifically identifying you. You also authorize us to incorporate in our franchise disclosure document and/or promotional literature information derived from your financial statements.

12.2 Financial Records and Audit

A. You agree to record all revenues you or your State Pageant receive in connection with Pageant-related activities, events, offers and sales. You also agree to keep and maintain adequate records of these revenues, and to maintain and preserve accurate books, records and tax returns, including related supporting material (such as cash receipts, and credit and charge records) for your State Pageant for at least three years. We may specify, in our Standards or otherwise, the forms (electronic and/or otherwise) that you will be required to use in recording the revenues of your State Pageant. You agree to keep and preserve for three years the types and classes of records (electronic and/or otherwise) that we require in our Standards or otherwise, and all business, personnel, financial and operating records (electronic and/or otherwise) relating to your State Pageant and your Pageant-related activities, events, offers and sales. If you do not maintain the required records, this will constitute a material and incurable breach of this Agreement which, unless waived by us, will entitle us to terminate this Agreement immediately upon notice to you, with no opportunity to cure.

B. We, our agents, designees and/or employees will have the right, at any time, upon 30 days' written notice, during regular hours, to enter your premises to inspect, audit and make copies of all records. These records will include, for example, books of accounts; bank statements; cash or other receipts; checkbooks; documents; records; income tax returns; returns and records of sales tax, or any equivalent thereof; and, your files relating to recruiting of contestants, competitions, programs, events and the preparations therefor, to services and products sold and to business transacted. These files must include (without limitation) your operating records; bookkeeping and accounting records; lists of contestants, potential contestants, judges, and your Sponsors; lists of any customers for any products or services sold by you in connection with the State Pageant; operating records; operating reports; correspondence; general business records; your copy of the Standards (as amended); invoices; payroll records; journals; ledgers and your files; memoranda and other correspondence; contracts and all sources and supporting records used to prepare reports and forms which you are required to submit to us under this Agreement, including the books or records of any corporation, partnership or proprietorship Licensee. You agree to make any of these materials available for our examination at your headquarters premises. Our audit rights under this subsection will continue for one year following the expiration or sooner termination of this Agreement.

13. CONFIDENTIAL INFORMATION, PRIVACY AND DATA PROTECTION

13.1 Restriction on Use of Confidential Information

You agree to use and permit the use of our Confidential Information (as defined below) solely in connection with the operation of your State Pageant. You further agree that you will never (during the Term of this Agreement, or at any time after this Agreement expires or terminates) divulge or use any Confidential Information for the benefit of any other person, corporation, partnership, proprietorship, association, or other entity, nor will you directly or indirectly permit the disclosure of, imitate or aid any such third party to imitate any of the Confidential Information.

“Confidential Information” is defined as knowledge, trade secrets or know-how concerning the systems of operation, services, products, programs, contestants, potential contestants, titleholders, sponsors, judges, spectators or practices of us or of the Miss USA System however conveyed (orally, in writing, electronically or by any other means). Confidential Information includes (without limitation) all information, knowledge, know-how, techniques and information which we, our Affiliates, or their officers, contractors, employees and/or designees, designate as confidential. Confidential Information will not, however, include information which you can demonstrate came to your attention before we disclosed it to you (unless illegally or improperly procured by you before our disclosure) or which, at or after the time of disclosure, has become a part of the public domain through publication or communication by others, but not through any act of yours.

Except as authorized in this Agreement, you agree never to copy, duplicate, record or otherwise reproduce any of the Confidential Information or any material containing all or part of the Confidential Information. You may never store it in a computer, data base or other electronic format and you may not make it available to any third party. Upon the expiration or termination of this Agreement, you agree to return to us all Confidential Information, including all materials, books, records, manuals, computer data, software, data and databases, and manuals considered Confidential Information under this Agreement which are then in your possession (or, if we request, destroy them and give us an affidavit attesting to their destruction).

Your agreement to require and obtain the execution of our Confidentiality/Non-Competition Agreement (Exhibit B) by all your State Pageant Directors and all other individuals employed by you as well as any individual having ownership participation in you or association with or service to you is set forth in Section 14.4.

13.2 Privacy and Data Protection

You will (i) comply with all applicable Privacy Laws; (ii) comply with all Standards that relate to Privacy Laws and the privacy and security of Personal Information; (iii) refrain from any action or inaction that could cause us or any of our parents or affiliates to breach any Privacy Laws; (iv) do and execute, or arrange to be done and executed, each act, document and thing we deem necessary in our business judgment to keep us and our parents and affiliates in compliance with the Privacy Laws; and, (v) immediately report to us the theft or loss of Personal Information (other than the Personal Information of your own officers, directors, shareholders, employees or service providers). "Privacy Laws" means each and any international, national, federal, provincial, state, or local law, code, rule or regulation of any nation, state, province or other political subdivision that regulates your collection, processing, use and/or disclosure of Personal Information in any way including, but not limited to, state or national data protection and privacy laws, laws governing protection of minors and data associated with them, laws regulating marketing communications and/or electronic communications, information security regulations, credit card processing and related data passthrough requirements and security breach notification rules. "Personal Information" means any information that (i) can be used (alone or when used in combination with other information within your control) to identify, locate or contact an individual, or (ii) pertains in any way to an identified or identifiable individual. Personal Information can be in any media or format, including computerized or electronic records as well as paper-based files.

14. COVENANTS NOT TO COMPETE

14.1 Covenants Not to Compete

You agree that during the Term of this Agreement, you will not directly or indirectly engage in any other business which conducts a competitive pageant or competition. (A pageant or competition will be deemed "competitive" if it competes with the State Pageant, the Miss USA Pageant, and/or the Miss USA System.) You must, however, give us notice of your intention to engage in any non-competitive pageant or competition business.

You and your immediate family members are prohibited from engaging in any competitive pageant or competition business as a proprietor, partner, investor, shareholder, director, officer, employee, principal, agent, judge, adviser, or consultant. In addition, during the Term of this Agreement, you agree that you and your agents will not divert or attempt to divert any contestants, potential contestants, sponsors or titleholder to any competitive pageant or competition and not to divert any other business that should be handled by your State Pageant to any other entity. It is the intention of these provisions to preclude not only direct competition but also all forms of indirect competition, such as consultation for competitive businesses, service as an independent contractor for competitive businesses, or any assistance or transmission of information of any kind which would be of any material assistance to a competitor. It is the intention of these provisions that any person or entity with any legal or beneficial interest in or traceable to, down or through you be bound by the provisions of this covenant.

~~Further, during the Term of this Agreement, and for two years after the termination or expiration of this Agreement for any reason, you agree not to hire personnel of ours, our Affiliates or of any other Miss USA licensee.~~

14.2 Lesser Included Covenants Enforceable at Law

If all or any portion of the covenants not to compete set forth in this Article 14 are held unreasonable, void, vague or illegal by any court, agency or tribunal with competent jurisdiction over the parties and subject matter, the court, agency or tribunal will be empowered to revise and/or construe the covenants to fall within permissible legal limits, and not by necessity invalidate the entire covenants. You expressly agree

to be bound by any lesser covenant subsumed within the terms of this Article 14 as if the resulting covenants were separately stated in and made a part of this Agreement.

14.3 Enforcement of Covenants Not to Compete

You acknowledge that violation of the covenants not to compete in this Agreement would result in immediate and irreparable injury to us for which no adequate remedy at law will be available. Accordingly, you consent to the entry of an injunction prohibiting you from engaging in any conduct in violation of the terms of the covenants not to compete in this Agreement. You expressly agree that it may conclusively be presumed that any violation of the terms of the covenants not to compete was accomplished by and through your unlawful use of our Confidential Information, know-how, methods and procedures. Further, you agree that any claims you may have against us, whether or not arising from this Agreement, will not constitute a defense to our enforcement of the covenants not to compete in this Agreement. You agree to pay all costs and expenses, including reasonable attorneys' and experts' fees and expenses of travel and lodging, which we incur in connection with the enforcement of the covenants not to compete set forth in this Agreement.

14.4 Procurement of Additional Covenants

You agree to require and obtain the execution of our Confidentiality/Non-Competition Agreement (Exhibit B) by ~~all~~ your State Pageant ~~Directors~~ Director upon execution of this Agreement and by all other individuals employed or agents contracted by you as well as any individual having ownership participation in you or association with or service to you, ~~at the same time as the execution of~~ no later than thirty (30) days after you execute this Agreement (or at such later time ~~as~~ after the execution of this Agreement when they assume such status). You agree to furnish us with copies of all executed Confidentiality/Non-Competition Agreements ~~no later than ten days following their execution on~~ request.

14.5 Your Enforcement of Confidentiality/Non-Competition Agreements

You agree to vigorously and vigilantly prosecute breaches of any Confidentiality/Non-Competition Agreement executed by any of the individuals referenced in Section 14.4. You acknowledge our right, to be exercised in our sole judgment, to enforce the terms of each executed Confidentiality/Non-Competition Agreement ourselves, including, for example, our right to bring civil actions to enforce the terms of the Confidentiality/Non-Competition Agreement. You agree to prosecute these actions to the fullest extent permitted by law. Moreover, if provisions of our Confidentiality/ Non-Competition Agreement have been breached by an individual employed, engaged or otherwise serving your State Pageant, but who has not executed a Confidentiality/Non-Competition Agreement, you must nevertheless vigorously and vigilantly prosecute this conduct to the fullest extent permitted by law.

15. ASSIGNMENT

15.1 Assignment by Us

We will have the right to assign this Agreement, and all of our rights and privileges under this Agreement, to any person, firm, corporation or other entity, so long as, if the assignment results in the assignee's

performance of our functions under this Agreement: (i) the assignee is, at the time of the assignment, financially responsible and economically capable of performing our obligations under this Agreement, and (ii) the assignee expressly assumes and agrees to perform these obligations.

You agree that we may sell our organization, our business, our assets, our Proprietary Marks and/or the Miss USA Pageant System to a third party; may go public; may engage in a private placement of some or all of our securities; may merge, acquire other corporations, or be acquired by another corporation; and/or may undertake a refinancing, recapitalization, leveraged buyout or other economic or financial restructuring. You waive all claims, demands or damages arising from or related to any of the foregoing merger, acquisition and other business combination activities including, for example, any claim of divided loyalty, breach of fiduciary duty, fraud, breach of contract or breach of the implied covenant of good faith and fair dealing.

15.2 Assignment by You

With respect to your obligations under this Agreement, this Agreement is personal, since we have entered into this Agreement in reliance on and in consideration of your singular personal skill and qualifications, and the trust and confidentiality that we repose in you. Therefore, neither your interest in this Agreement, your rights, privileges or obligations under this Agreement, the licensed business, your State Pageant, nor any interest in any of the foregoing, may be assigned, sold, transferred, shared, redeemed, sublicensed or divided, voluntarily or involuntarily, directly or indirectly, by operation of law or otherwise, in any manner, without first obtaining our written consent (which we may withhold for any reason). Any actual or attempted assignment, transfer or sale of this Agreement, any interest in this Agreement, the licensed business or your State Pageant, in violation of the terms of this Article 15 will be null, void and of no effect.

15.3 Termination of License Upon Death or Disability

This Agreement will terminate upon the death or disability (as defined below) of your last surviving principal, partner or shareholder (as the case may be).

“Disability” means any physical, emotional or mental injury, illness or incapacity which prevents or will prevent a person from performing the obligations of this Agreement for at least thirty consecutive days. Disability will be determined either after this thirty-day period or upon examination of the person by a licensed practicing physician we select before the end of the thirty-day period, when we reasonably believe that person to be disabled. If the person refuses to submit to an examination, then the person will be automatically deemed permanently disabled as of the date of the refusal. We will pay the costs of any examination required by this Section.

15.4 No Encumbrance

You will have no right to pledge, encumber, hypothecate or otherwise give any third party a security interest in this Agreement or your rights hereunder, your State Pageant, the licensed business or your facilities in any manner without our prior written permission, which we may withhold for any reason.

16. PROPRIETARY MARKS

16.1 Your Non-Ownership of Proprietary Marks

Nothing in this Agreement will give you any right, title or interest in or to any of our Proprietary Marks (or any Proprietary Marks of our Affiliates) except as a mere privilege and license, during the term of this Agreement, to display and use the Proprietary Marks according to the limitations set forth in this Agreement. The limited license to use the Proprietary Marks granted by this Agreement applies only to the Proprietary Marks we designate on Exhibit A of this Agreement, and which we do not later designate as withdrawn from use, together with those which we may later designate in writing. You agree that you may not represent in any manner that you have acquired any ownership or equitable rights in any our Proprietary Marks by virtue of the limited license granted under this Agreement or your use of any of the Proprietary Marks. All uses of the Proprietary Marks by you, whether as a trademark, service mark, trade name or trade style, will inure to our benefit. Following the expiration or termination of this Agreement, no monetary amount will be attributable to any goodwill associated with your use of the Proprietary Marks or your operation of your State Pageant, including any "local goodwill." You acknowledge that our rights in the Proprietary Marks are not limited to the specific presentation or configuration of them, but rather extend to all combinations and displays of the words and design elements in them. Further, you acknowledge that our rights in and to the Proprietary Marks are not limited to any rights conferred by registrations of the Proprietary Marks or by applications for registrations but, instead, include extensive common law and other rights in the Proprietary Marks vested in us as a result of our and other authorized parties' use of the Proprietary Marks. You have no right to sublicense the Proprietary Marks.

16.2 Acts in Derogation of the Proprietary Marks

You agree that the Proprietary Marks are our exclusive property or the property of our Affiliates. You assert and promise in the future to assert no claim to any goodwill, reputation or ownership of the Proprietary Marks by virtue of your licensed use of the Proprietary Marks, or for any other reason. You agree that you will not do or permit any act or thing to be done in derogation of any of our rights or the rights of our Affiliates in connection with the Proprietary Marks, either during or after the term of this Agreement. You agree not to apply for or obtain any trademark or service mark registration of any of the licensed Proprietary Marks or any confusingly similar marks in your own name. You agree to use the Proprietary Marks only for the uses and in the manner licensed under this Agreement and as this Agreement provides. You agree that you will not, during or after the term of this Agreement, in any way dispute or impugn the validity of the Proprietary Marks, our rights or those of our Affiliates to the Proprietary Marks, or our rights or those of our Affiliates or other licensees to use the Proprietary Marks.

16.3 Use and Display of Proprietary Marks

A. You may not use the Proprietary Marks, or permit or cause another to use the Proprietary Marks, except in the manner and to the extent specifically authorized by this Agreement and the Standards. Except as we specifically authorize in writing, you must use the Proprietary Marks only in connection with the conduct of your State Pageant and in promotion, publicity and advertising for your State Pageant. However, as Section 9.1 provides, you may enter into agreements with one or more Sponsors for joint publicity and/or cooperative commercial endeavors within the State, subject to our prior written approval, to the requirements and limitations of subsection 9.1 and to any restrictions or requirements set forth in our Standards.

B. You agree that each use of any Proprietary Mark by you will accurately portray the Mark and the Mark will not be used or portrayed in a manner which jeopardizes the goodwill associated with the Mark, the Miss USA Pageant or the Miss USA System. You agree to use the Proprietary Marks in full compliance with rules we prescribe from time to time in our Standards or otherwise. You are prohibited, except as expressly provided in this Agreement, from using any Proprietary Mark with any prefix, suffix, or other modifying words, terms, designs or symbols other than logos licensed by us to you. You may not use any Proprietary Mark in connection with the sale of any unauthorized service, product or program or in any other manner not explicitly authorized in writing by us. Any unauthorized use of the Proprietary Marks by you will constitute an infringement of our rights and a material and incurable breach of this Agreement which, unless waived by us, will entitle us to terminate this Agreement immediately upon notice to you, with no opportunity to cure.

C. You may not use the Proprietary Marks in any way which will incur any obligation or indebtedness on our behalf or on behalf of our Affiliates. You agree to comply with our instructions in filing and maintaining all requisite trade name or fictitious name registrations, and in executing any documents that we or our counsel consider necessary to obtain protection for the Proprietary Marks or to maintain their continued validity and enforceability.

D. You agree to affix our Proprietary Marks at the locations where the State Pageant competitions and other State Pageant-related events are being conducted, and your signs, stationery, advertising, sales/promotional materials, equipment, fixtures and other objects, in the size, color, lettering style and fashion and at the places which we may designate in our Standards or otherwise. Without limiting the general provisions above in this Section 16.3, whenever you use a Proprietary Mark, you must affix as a subscript or superscript the trademark registration symbol “®” (or any substitute symbol as specifically instructed by us, such as the symbol for a Proprietary Mark for which you have not yet secured registration). Where you use a Proprietary Mark more than once in a written or printed document, you need only affix the appropriate registration symbol (or other symbol we require) with the first or most prominent use of the Proprietary Mark in question. You may use the Proprietary Marks as a trademark or service mark (that is, only as an adjective and not as a noun), in all capital letters. In all promotion, advertising or other printed material associated with the State Pageant (including your stationary, business cards, signs and forms), you must use the Proprietary Mark “MISS USA” at least once by inserting following language and the logo where indicated: “Official Preliminary to the MISS USA® Pageant. MISS (STATE) USA® independently produced by (insert your name) under license with **IMGJKN** Universe, LLC **(INSERT LOGO)**”. In addition, when we so instruct you, you must also affix the following legible copyright, trademark or service mark notice, or any other notice that we may from time to time specify in writing: “MISS UNIVERSE®, MISS USA®, and MISS TEEN USA® and all variants thereof, the “Woman with Stars” Logo and the Crown Designs are all registered trademarks and copyrights of **IMGJKN** Universe, LLC” on all printed matter bearing the Proprietary Mark.

16.4 Non-Use of Trade Name

If you are a corporation, partnership, limited liability company or other entity, you may not use our Proprietary Marks or any confusingly similar words or symbols in your entity name. In particular, you may not use as part of your corporate, partnership or limited liability company name or in any e-mail address the words “Miss USA,” “Miss Universe,” “Miss (State) USA,” “Universe,” “USA,” any other marks we own, or any variant.

16.5 Our Defense of Proprietary Marks and Copyrights

If you learn of any claim, suit or demand by a third party against you on account of any alleged infringement, unfair competition, or similar matter relating to the use of the Proprietary Marks or any of our copyrights (each, a "claim"), you agree to promptly notify us. We will then promptly take any action we may consider necessary to protect and defend you against the claim and indemnify you against any loss, cost or expense incurred in connection with the claim, so long as the claim is based solely on any alleged infringement, unfair competition, or similar matter relating to the use of the Proprietary Marks or copyrights. You may not settle or compromise the claim without our prior written consent. We will have the right to defend, compromise and settle the claim at our own expense, using our own counsel. You agree to cooperate fully with us in connection with the defense of the claim. You grant irrevocable authority to us, and appoint us as your attorney in fact, to defend and/or settle all claims of this type. You may participate at your own expense in the defense or settlement, but our decisions with regard to the settlement will be final. We (or our Affiliates) will have no obligation to defend or indemnify you pursuant to this Section 16.5 if the claim arises out of or relates to your use of any of the Proprietary Marks and/or our copyrights in violation of the terms of this Agreement.

16.6 Prosecution of Infringers

If you receive notice, are informed or learn that any third party which you believe is not authorized to use the Proprietary Marks is using the Proprietary Marks or any variant of the Proprietary Marks, you agree to promptly notify us. We will then determine whether or not we wish to take any action against the third party in question. You will have no right to make any demand or to prosecute any claim against any alleged infringer of our Proprietary Marks for or on account of an alleged infringement.

17. RELATIONSHIP OF THE PARTIES

17.1 Independent Contractor

You are and will be our independent contractor under this Agreement. Nothing in this Agreement may be construed to create a partnership, joint venture or agency. No employee of yours will be deemed to be our employee. Neither you, your contestants, your titleholder, nor any employee of yours whose compensation for services you pay, may, in any way, directly or indirectly, expressly or by implication, be construed to be our employee for any purpose, particularly with respect to any mandated or other insurance coverage, tax or contributions, or requirements pertaining to withholdings, levied or fixed by any governmental or quasi-governmental agency. We will not have the power to hire or fire your employees. You may not obligate us (or our Affiliates), our Sponsors, or any sponsors of broadcast shows covering the State Pageant or any related events for any expenses, liabilities or other obligations. Except as this Agreement may expressly provide, we may not control or have access to your funds or the expenditure of your funds, or in any other way exercise dominion or control over your State Pageant. Except as this Agreement may expressly authorize, neither party will make any express or implied agreements, warranties, guarantees or representations or incur any debt in the name of or on behalf of the other party, or represent that the relationship between us and you is other than that of licensor and licensee. We (or our Affiliates) do not assume any liability, and we (or our Affiliates) will not be deemed liable, for any agreements, representations, or warranties you make which you are not expressly authorized to make under this Agreement. We (or our Affiliates) will not be obligated for any damages to any person or property which directly or indirectly arise from or relate to your State Pageant.

18.1 Termination by Us -- Automatic Termination Without Notice

You will be in default of this Agreement, and all rights granted in this Agreement will immediately and automatically terminate and revert to us without notice to you, if: you or your State Pageant is adjudicated as bankrupt or insolvent; all or a substantial part of your assets or those of your State Pageant are assigned to or for the benefit of any creditor; a petition in bankruptcy is filed by or against you or your State Pageant and is not immediately contested and/or dismissed within sixty days from filing; a bill in equity or other proceeding for the appointment of a receiver or other custodian for you, your State Pageant or assets of either is filed and consented to by you; a receiver or other custodian (permanent or temporary) of all or part of your assets or property is appointed by any court of competent jurisdiction; proceedings for a composition with creditors under any state or federal law are instituted by or against you or your State Pageant; you are dissolved; execution is levied against you, your State Pageant or your property; or, your or your State Pageant's real or personal property is sold after levy thereon by any governmental body or agency, sheriff, marshal or constable.

18.2 Termination by Us Upon Notice -- No Opportunity to Cure

You will have materially breached this Agreement and we may, at our option, terminate this Agreement and all rights granted under this Agreement, without affording you any opportunity to cure the breach, effective immediately upon your receipt of notice (which, whether sent by certified mail, registered mail, overnight courier or personal physical delivery, will be deemed to have been received by you upon delivery or first attempted delivery of the notice to you) upon the occurrence of any of the following events:

1. You abandon the license relationship, or you abandon the license by failing to conduct the State Pageant as scheduled, unless your failure to conduct the State Pageant as scheduled is due to fire, flood, other Acts of God or other similar causes beyond your control.

2. You make any misrepresentation or untrue statement to us or omitted or misrepresented any material fact in the information you furnished to us in connection with our decision to enter into this Agreement.

3. Your titleholder makes any misrepresentation or untrue statement or omits any material fact in any communication to us or you, or she fails to comply with any of the requirements you are required to impose upon your titleholder under this Agreement; provided, however, that no such termination will be forthcoming if you reasonably demonstrate to us that you did not know – and, following commercially reasonable due diligence, could not have known – of your titleholder's misrepresentation, untrue statement and/or omission.

4. You (or, if you are a corporation, partnership, proprietorship or other entity, any of your principals) are convicted of a felony, fraud, crime involving moral turpitude, or any other crime or offense which we reasonably believe is related to your State Pageant, or is likely to have an adverse effect on the Miss USA System, the Proprietary Marks, the goodwill associated with the Proprietary Marks or our interest in the System or Proprietary Marks.

5. A threat or danger to public health or safety results from your continued operation of the State Pageant.

6. You (or any principal of a corporate, partnership, proprietorship or other entity licensee) purport to transfer any rights or obligations under this Agreement, any interest in you, the licensed business or the State Pageant to any third party in violation of the terms of this Agreement.

7. You do not comply with the covenant not to compete during the term of this License Agreement; violate the restrictions pertaining to the use of Confidential Information contained in this Agreement, or do not obtain the execution of the additional covenants required in Article 14 of this Agreement.

8. After curing a default pursuant to Section 18.3, you commit the same act of default again within three months of the first act of default.

9. You do not comply, for a period of ten days after notification of non-compliance, with any law or regulation applicable to the operation of your State Pageant or the licensed business.

10. You do not cure any default under this Agreement which materially impairs the goodwill associated with our Proprietary Marks following delivery of written notice to cure at least seventy-two hours in advance.

11. You do not pay any amounts due to us or our Affiliates within ten days following receipt by you of written notice that the fees or payments are overdue.

12. You do not maintain the financial records required by Section 12.2.

13. You refuse us permission to inspect, or to conduct an operational and/or financial audit of your State Pageant, business, books, records, and other documents pursuant to our right to do so set forth in Sections 7.10 and 12.2.

14. You do not purchase or maintain any insurance required by this Agreement.

15. You, your State Pageant Director, your State Pageant Titleholder Manager, or any of your officers, directors, judges, agents, contractors, or servants sexually harass any contestant, potential contestant, immediate family members or relatives of any contestant or potential contestant, titleholder, reigning titleholder, judge, spectator, employee or agent of yours or engage in any conduct or communication with any contestant, potential contestant, titleholder, reigning titleholder, judge, spectator, or employee or agent of yours which is improperly personal or which may be deemed improper, immoral or overly intimate, whether or not consensual in nature.

16. You knowingly conceal revenues; maintain false books or records; falsify information or otherwise defraud or make false representations to us; submit any substantially false report to us, or withhold or conceal information from us for fraudulent or misleading purposes.

17. You interfere or attempt to interfere with our contractual relations with other licensees, customers, Sponsors, employees, advertising agencies, agents, or any third parties.

18. You repeatedly fail to comply with one or more requirements of this License Agreement, whether or not corrected after notice.

19. You do not devote the amount of your time and attention and/or your best efforts to the performance of your duties under this Agreement necessary for the proper and effective operation of your licensed business.

20. You, any of your employees and/or your licensed business commit any violation of law, rule or regulation and/or engage in any act or practice which subjects you, us and/or our officers, directors, employees, or Sponsors to widespread publicity or ridicule.

21. You breach the provisions of this Agreement relating to advertising standards and do not cure this breach within three days following written notice from us.

22. You make any use of our Confidential Information and/or Proprietary Marks not specifically authorized by this Agreement or our Standards, or you directly or indirectly utilize or devote same for the benefit of any individual or entity other than your licensed business.

23. You interfere or attempt to interfere with our ability or right to license others to use and employ the System and/or Proprietary Marks.

24. You interfere or attempt to interfere, through any means or manner, with our relationships with any other Miss USA licensee, any supplier of yours or ours, any Sponsor, any government authority, or any other third party individual or entity.

25. You engage in any act or conduct, or fail to engage in any act or conduct, which under this Agreement specifically authorizes us to terminate this Agreement immediately upon notice to you.

[26. You violate any provisions in Code of Conduct attached as Exhibit C of this Agreement.](#)

18.3 Termination by Us -- Fifteen Days to Cure

Except as provided above, you will have fifteen calendar days after we furnish you with a written Notice of Default in accordance with the terms of Section 25.1 to remedy any default under this Agreement (or, if the default cannot reasonably be cured within this period, to initiate action to cure the default within that time), and to provide evidence that you have done so to us. If you have not cured any default within that time (or, if appropriate, you have not initiated action to cure the default within that time) or any longer period that applicable law may require, this Agreement will terminate immediately upon expiration of the fifteen-day period, or any longer period required by applicable law. You will be in default of this Agreement for any failure to substantially comply with any of the requirements imposed upon you by this Agreement, as it may from time to time be supplemented by our Standards and all Supplements to the Standards, or otherwise, or to carry out the terms of this Agreement in good faith.

18.4 Your Failure to Pay

Your failure to make payments of any money due and owing to us, after you receive from us notice of the default granting an opportunity to cure, will be considered your willful and wrongful breach under this Agreement and your decision to reject and terminate this Agreement and all related agreements between you on the one hand, and us or our Affiliates on the other hand.

18.5 Cross Default

Any default or breach by you of, and/or grounds for termination under, any other agreement between you on the one hand, and us or our Affiliates on the other hand, will be a default, breach and/or ground for termination under this Agreement, and any default or breach by you of, and/or grounds for termination under, this Agreement will be a default, breach and/or grounds for termination under any and all other agreements between us (or any of our Affiliates) and you.

18.6 Notice Required by Law

If any valid, applicable law or regulation of a competent governmental authority with jurisdiction over this Agreement or the parties to this Agreement limits our rights of termination under this Agreement or requires longer notice or cure periods than those set forth above, then this Agreement will be considered modified to conform to the minimum notice, cure periods or restrictions upon termination required by the laws and regulations. We will not, however, be precluded from contesting the validity, enforceability or application of the laws or regulations in any action, proceeding, hearing or dispute relating to this Agreement or the termination of this Agreement.

19. FURTHER OBLIGATIONS AND RIGHTS OF THE PARTIES ON TERMINATION OR EXPIRATION

19.1 Obligations and Rights on Termination or Expiration

If this Agreement expires or terminates for any reason, you will cease to be an authorized Miss USA licensee. You will lose all rights to conduct a State Pageant and any activities related to a State Pageant. You will lose all rights to use our Proprietary Marks, the Miss USA System, our Confidential Information and know-how and any goodwill (including "local" goodwill) engendered by the use of our Proprietary Marks and/or attributed to your conduct of your State Pageant. Upon expiration or earlier termination of this Agreement for whatever reason, you agree to:

1. Immediately pay all sums due and owing to us or our Affiliates, plus interest, and all sums due and owing to any lessor, employees, taxing authorities, advertising agencies and all other third parties.

2. Discontinue the use of the Proprietary Marks, and not operate or do business under any name or in any manner which might tend to give the general public the impression that you are operating a Miss USA State Pageant, any similar pageant or competition, or any preliminary, preceding or other activity in any way directly or indirectly related to a Miss USA State Pageant. You may not use, in any manner or for any purpose, directly or indirectly, any of our Confidential Information, trade secrets, procedures, forms, techniques, know-how or materials which you acquired through the relationship established by this Agreement or any additional or prior agreements you have entered into with us.

3. In the event you have registered any marks or domains containing our Proprietary marks or any variant thereof, despite having been barred from doing so pursuant to this Agreement, take all necessary action to cancel any assumed name or equivalent registration which contains the Proprietary Marks or any variant on the Proprietary Marks, within fifteen days following termination or expiration of this Agreement. If you fail or refuse to do so, we may, in your name, on your behalf and at your expense, sign all documents necessary to cause you to discontinue using these names or any related name or mark used under this Agreement. You irrevocably appoint us as your attorney-in-fact to do so. You may not identify yourself to third parties as our former licensee.

4. If we terminate this Agreement due to any default by you or if this Agreement is considered terminated by you through your failure to make payment following notice to cure (see Section 18.4), pay us all losses and expenses we incur directly or indirectly as a result of the default or termination, including all damages, costs, and expenses, reasonable attorneys' and experts' fees and expenses of travel and lodging, such as, for example, lost profits, lost opportunities, damage inuring to our Proprietary Marks and reputation, travel and personnel costs and the cost of securing a new State Pageant licensee for the State. This obligation will create and remain, until paid in full, a lien in our favor

against any and all of assets, property, furnishings, equipment, signs, fixtures and inventory owned by you or your State Pageant at the time of termination and against any of your money we hold or in our possession.

5. If we terminate this Agreement due to any default by you or if this Agreement is considered terminated by you through your failure to make payment following notice to cure (see Section 18.4), permit us to allow your titleholder to compete as a contestant in the ~~2024~~2023 Miss USA Pageant notwithstanding the termination of this Agreement.

6. Immediately deliver to us all manuals and materials we furnished to you (including the Standards and Supplements to the Standards); computer software, applications, database material data, and electronic records which relate to the operation of your State Pageant; customer, contestant, potential contestant, and titleholder lists; records identifying your titleholders, contestants and contestant applicants; (including addresses, telephone numbers, and email contact information, if any) for the past 3 years; lists or other records identifying potential contestants and candidates (including, without limitation, addresses, telephone numbers, and email contact information, if any); any contestant recruiting or database lists or records, for the past 3 years; records and files, documents, instructions, display items, advertising and promotional material; any and all materials, signs, digital files, and related items which bear our Proprietary Marks, or slogans, or insignias and/or designs; advertising contracts; forms and other materials or property of ours; and, any copies of them in your possession which relate to the operation of your State Pageant. You may retain no copy or record of any of these items, except for your copy of this Agreement and copies of Entry Form/Contracts with contestants and your titleholder, any correspondence between the parties and any other documents which you reasonably need for compliance with any provision of law. You agree that the above items, materials, lists, files, software and other similar items will be considered our property for all purposes.

7. Immediately execute all agreements necessary to effectuate the termination in a prompt and timely manner.

8. Cease using the telephone numbers listed in any telephone directories under the name "Miss (State) USA" or any other confusingly similar name or, upon our written demand, direct the telephone company to transfer the telephone numbers listed for your State Pageant in the directories to us or to any other person and location that we direct. If you do not promptly direct the telephone company to do so, you irrevocably appoint us as your attorney-in-fact to direct the telephone company to do so.

9. If we so request, irrevocably assign and transfer to us (or to another licensee or other designee of ours) any interest you may nevertheless have in the domain name, home page address and social media page of the Web Site and Social Media Pages and the materials and content which appears or has appeared thereon, and/or irrevocably assign and transfer to us (or to another licensee or other designee of ours) any contracts you have with any development, hosting or maintenance service providers for the Web Site and Social Media Pages or any other contracts or documents needed for us (or another licensee or designee of ours) to assume control over the Web Site and Social Media Pages. If we so request, you must sign any documents and perform any other actions we require to effectuate such assignment and transfer and otherwise ensure that all rights in and control of the Web Site and Social Media Pages revert to us (or to another licensee or other designee of ours). If we do not request that you sell, assign and transfer the interests you may have in the Web Site and Social Media Pages to us (or our licensee or designee), then following the expiration or termination of this Agreement, then you may never again make any use whatsoever of the content, material, domain name, home page address or social media page thereof. Whether or not we request such an assignment and transfer, you must refrain from establishing any Web site or social media page using any similar or confusing domain names, home page addresses or social media pages; and, refrain from identifying yourself on any Web site or social media page as a former licensee of ours.

10. Continue to abide by those restrictions pertaining to the use of our Confidential Information, trade secrets and know-how set forth in Article 13 of this Agreement, and notify in writing all individuals from whom you obtained execution of our Confidentiality/Non-Compete Agreement (pursuant to Section 13.1) that they remain under the obligations of such Confidentiality/Non-Compete Agreement.

11. Comply with all directions you receive from us (or our new State licensee) regarding cooperation with our new State licensee. If we (or our new State licensee) request, you must cause your titleholder to work with our new State licensee for publicity, recruiting, commercial and marketing purposes, to appear in advertisements and commercials produced by our new State licensee, to appear at promotional and other events as requested by our new State licensee and to travel and make public appearances in connection with them. We (or our new licensee) will pay any expenses you reasonably incur in connection with these promotional activities.

19.2 No Prejudice

The expiration or termination of this Agreement will be without prejudice to our rights against you, and will not relieve you of any of your obligations to us at the time of expiration or termination, or terminate your obligations which by their nature survive the expiration or termination of this Agreement, including, for example, your obligation to provide us with financial statements pursuant to Section 12.1 and your obligation to permit us to audit your operations pursuant to Section 12.2.

20. UNAVOIDABLE DELAY OR FAILURE TO PERFORM (FORCE MAJEURE)

20.1 Unavoidable Delay or Failure to Perform (Force Majeure)

Any delay in our or your performance of any duties under this Agreement, or any nonperformance of such duties, that is not our or your fault (as the case may be) or within our or your reasonable control (including, for example, fire; floods, natural disasters; Acts of God; war; civil commotion; any governmental act or regulation; any delays or defaults in deliveries by common carriers and/or postal services and/or overnight couriers; computer network outages; late deliveries or non-deliveries of goods or non-furnishing of services by third party vendors; strikes; and any other similar event beyond the party's control) will not constitute a breach or cause a default under this Agreement. We or you (as the case may be) agree to take all steps reasonably possible to mitigate damages caused by the failure or delay. However, if any such failure or delay continues for more than ninety days, or, in our sole judgment, is likely to prevent you from conducting your State Pageant finals to select your titleholder prior to the ~~2024~~2023 Miss USA Pageant, then we will have the right to terminate this Agreement upon fifteen days advance written notice to you.

21. WAIVER AND DELAY

21.1 Waiver and Delay

No waiver or delay in either party's enforcement of any breach of any term, covenant or condition of this Agreement will be construed as a waiver by that party of any preceding or succeeding breach, or any other term, covenant or condition of this Agreement. Without limiting the previous sentence, our acceptance of any payment which you must pay under this Agreement will not be, nor be construed to be, a waiver of any breach of any term, covenant or condition of this Agreement.

22.1 Our Waiver of the Right to Hold You or Your Licensee Liable for Damages is Your Exclusive Remedy

You may not make any claim for money damages based on any claim or assertion that we have unreasonably withheld or delayed any consent or approval to a proposed act by you under the terms of this License Agreement. You waive any such claim for damages. You may not claim any such damages as a set-off, counterclaim or defense. Your only remedy for any claim of this type will be an action or proceeding to enforce the Agreement provisions, for specific performance or for declaratory judgment.

23. INJUNCTION

23.1 Injunction

You recognize the unique value and secondary meaning attached to the Miss USA System and the Proprietary Marks. For this reason, you agree that any noncompliance by you with the terms of this Agreement, or any unauthorized or improper use of the Miss USA System or the Proprietary Marks by you, will cause irreparable damage to us and other Miss USA System licensees. You therefore agree that if you ever engage in this noncompliance, or unauthorized and/or improper use of the Miss USA System or Proprietary Marks, during or after the term of this Agreement, then we will be entitled to both temporary and permanent injunctive relief against you from any court of competent jurisdiction, in addition to all other remedies which we may have at law. You consent to the entry of these temporary and permanent injunctions.

24. INTEGRATION OF AGREEMENT

24.1 Integration of Agreement

This Agreement and all related agreements signed at the same time as this Agreement constitute the entire agreement between you and us concerning the subject matter of this Agreement. This Agreement and all related agreements signed at the same time as this Agreement supersede any and all previous negotiations, understandings, representations and agreements. Nothing in this or in any related agreement, however, is intended to disclaim the representations we made in the franchise disclosure document that we furnished to you. You acknowledge that you are entering into this Agreement, and all related agreements signed at the same time as this Agreement, as a result of your own independent investigation of the State Pageant business and not as a result of any representations about us made by our shareholders, officers, directors, employees, agents, independent contractors or other System licensees which are contrary to the terms of this Agreement or any prospectus, disclosure document or other similar document if such prospectus, disclosure document or other similar document is required or permitted to be given to you pursuant to applicable law.

24.2 No Oral Modification

This Agreement may not be amended orally, but may be amended only by a written instrument signed by both you and us. You acknowledge that no oral promises or declarations were made to you, and that our obligations are confined exclusively to the terms of this Agreement. Nothing in the preceding sentence is intended to disclaim the representations we made in the Franchise Disclosure Document that we provided to you. You understand and assume the business risks inherent in this enterprise.

25. NOTICES

25.1 Notices

Any contractual notice required or permitted to be given under this Agreement must be in writing; must be delivered to the other party either personally, by certified mail (and return receipt requested, postage prepaid), or by documented overnight delivery with a reputable carrier. Any notice under this Agreement will be effective on the date that delivery is documented to have been first attempted. Any notice to us by certified mail or overnight delivery should be addressed to us at:

~~IMG JKN Universe, LLC 1370 Avenue of the Americas, 20th Floor
New York, New York 10019
Attention: President~~

~~With a copy to:~~

~~IMG~~

~~c/o Miss Universe, LLC 1370 Avenue of the Americas, 20th Floor
New York, New York 10019
Attention: Vice President, General Counsel Organization
108 First Ave, Box 429
New York, NY 10009~~

Any notice to you by certified mail or overnight delivery should be addressed to you at the address listed on the attached Rider.

Either party to this Agreement may, in writing, on ten days' notice, inform the other of a new or changed address or addressee(s) to which notices under this Agreement should be sent.

Notwithstanding the foregoing, however, with respect to any provision in this Agreement which requires our advance approval, consent or provision of notice, at our option, we may communicate to you by e-mail and/or facsimile transmission.

26. MISCELLANEOUS

26.1 Execution, Construction and Interpretation; Further Acts

A. This Agreement may be signed in multiple counterparts. Each counterpart will be considered an original and all of the counterparts together will constitute one and the same instrument. Faxed and/or scanned signatures will be as binding and conclusive as if they were original signatures, so long as any party executing via fax and/or scan uses all commercially reasonable efforts to furnish to the other party(ies) the originally executed and sealed document(s) at the earliest opportunity.

B. The titles and subtitles of the various articles and sections of this Agreement are inserted for convenience. They will not affect the meaning or construction of any of the terms, provisions, covenants and conditions of this Agreement. The language of this Agreement will in all cases be construed simply according to its fair and plain meaning and not strictly for or against us or you.

C. It is agreed that if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision will have the meaning which renders it valid.

D. Since the word "Licensee" or "you" in this Agreement may be applicable to one or more parties, the singular will include the plural, and the neuter will include the masculine and feminine. If more than one party or person is referred to as "Licensee" or "you" under this Agreement, then their obligations and liabilities under this Agreement will be joint and several.

E. You and we agree to sign all other documents and perform all further acts necessary or desirable to carry out the purposes of this Agreement.

F. Each reference in this Agreement to a corporation or partnership will also refer to a limited liability company and any other entity or similar organization. Each reference to the organizational documents, shareholders, directors, officers and stock of a corporation in this Agreement will also refer to the functional equivalents of the organizational documents, shareholders, directors, officers and voting rights, as applicable, in the case of a limited liability company or any other entity or similar organization.

26.2 Severability

Nothing contained in this Agreement may be construed as requiring the commission of any act contrary to law. Whenever there is any conflict between any provision of this Agreement and any present or future statute, law, ordinance or regulation applicable to this Agreement or the State Pageant contrary to which the parties have no legal right to contract, the latter will prevail. However, the affected provision of this Agreement will be curtailed and limited only to the extent necessary to bring it within the requirement of the law. If any article, section, sentence or clause of this Agreement is held to be indefinite, invalid or otherwise unenforceable, the entire Agreement will not fail for this reason, and the balance of the Agreement will continue in full force and effect. If any court, agency or tribunal of competent jurisdiction deems any provision of this Agreement (other than for the payment of money) unreasonable, the court, agency or tribunal may declare a reasonable modification of this Agreement and this Agreement will be valid and enforceable. The parties agree to be bound by and perform this Agreement as so modified.

27. MEDIATION, ARBITRATION; COSTS OF ENFORCEMENT; ATTORNEYS' FEES; GOVERNING LAW

27.1 Mediation.

You and we agree to submit any controversy, dispute or claim falling within the scope of Section 27.2 below to nonbinding mediation prior to commencing any arbitration proceeding. The mediation shall be conducted at our principal place of business by an individual mediator experienced in the mediation of franchise industry disputes, agreed upon by us or, failing such agreement within a reasonable time (not to exceed fifteen days) after either party has notified the other of its desire to seek mediation, by a mediator selected by the American Arbitration Association (or any successor organization) in accordance with its rules governing mediation. The costs and expenses of mediation, including compensation and expenses of the mediator (but not the attorneys' fees incurred by you or us), shall be borne by the parties equally. If the parties are unable to resolve the subject claim, controversy or dispute within 90 days after the mediator has been chosen, then, unless such time period is extended by written agreement of the parties, either party may commence an arbitration proceeding under this Article 27 to resolve such controversy, dispute or claim. The parties undertake to keep confidential all aspects of the mediation proceeding, including all materials created for the purpose of mediation and all other documents produced by another party in the mediation proceedings not otherwise in the public domain, save and to the extent that disclosure may be required of a party by legal duty, to protect or pursue a legal right, or to enforce or challenge an award in legal proceedings before a court or other judicial authority. Notwithstanding anything to the contrary in this Section 27.1, we may bring an action against you for injunctive or other equitable or extraordinary relief in a court having jurisdiction in accordance with the provisions of Article 23 without first submitting such action to mediation.

27.2 Arbitration

Subject to the parties' obligation to mediate certain controversies, disputes and claims pursuant to Section 27.1 above, all controversies, disputes or claims arising out of, related to, or in connection with this Agreement, or the breach thereof, shall be exclusively submitted to binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules. The place of the arbitration shall be in New York, New York, U.S.A. The language of the arbitration shall be English. There shall be one arbitrator if the amount of the claim is One Million U.S. Dollars (US \$1,000,000) or less, or three arbitrators if the amount of the claim is more than One Million U.S. Dollars (US \$1,000,000). The award and decision of the arbitrator(s) shall be conclusive and binding upon all parties hereto. Except as expressly provided in this Agreement, judgment upon any award(s) rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof, and the parties hereby waive all objections which they may have at any time to the laying of venue of any proceedings brought in such courts, waive any claim that such proceedings have been brought in an inconvenient forum, and further waive the right to object with respect to such proceedings that any such court does not have jurisdiction over such party. The parties undertake to keep confidential all awards in their arbitration, together with all materials in the proceedings created for the purpose of the arbitration and all other documents produced by another party in the proceedings not otherwise in the public domain, save and to the extent that disclosure may be required of a party by legal duty, to protect or pursue a legal right, or to enforce or challenge an award in legal proceedings before a court or other judicial authority.

The parties agree that arbitration shall be conducted on an individual, not a class-wide basis and that any arbitration proceeding between you (or your owners or affiliates) and us shall not be commenced, consolidated or conducted with any other arbitration proceeding involving us and any other person, corporation, partnership or entity. Notwithstanding the foregoing or anything to the contrary in this Section

or Section 26.2 above, if any court or arbitrator determines that all or any part of the preceding sentence is unenforceable with respect to a dispute that otherwise would be subject to arbitration under this Section 27.2, then the parties agree that this arbitration clause shall not apply to that dispute and that the federal and/or state courts of New York, New York will have exclusive jurisdiction of such dispute.

Notwithstanding the above, any action to compel arbitration shall be subject to the non-exclusive jurisdiction of the state and/or federal courts of New York, New York. You agree that any dispute as to the venue for this arbitration will be submitted to and resolved exclusively by a court of competent jurisdiction situated in New York, New York. You waive any assertion or claim, and promise never to assert or claim, that the state and/or federal courts of New York lack jurisdiction over you or that this venue is for any reason improper, inconvenient, prejudicial or otherwise inappropriate (including, for example, any claim under the judicial doctrine of forum non conveniens).

Notwithstanding the foregoing, we may bring an action against you for injunctive or other equitable or extraordinary relief in a court having jurisdiction in accordance with the provisions of Article 23 without first submitting such action to arbitration.

27.3 Costs of Enforcement

We will be entitled to recover from you reasonable attorneys' fees, experts' fees, court costs, expenses of travel and lodging, and all other expenses of arbitration and mediation, if we prevail in any action instituted against you to secure or protect our rights under this Agreement, or to enforce the terms of this Agreement.

27.4 Attorneys' Fees

If we (or our Affiliates) become a party to any action or proceeding arising out of or relating to this Agreement, any related agreements or your State Pageant; as a result of any claimed or actual act, error or omission by you (and/or by any of your officers, directors, shareholders, management, employees, contractors and/or representatives) or your State Pageant; by virtue of statutory, "vicarious," "principal/agent" or other liabilities imposed on us (or our Affiliates) as a result of our status as your licensor; or if we (or our Affiliates) become a party to any arbitration or any insolvency proceeding involving you pursuant to any bankruptcy or insolvency code (including any adversary proceedings in conjunction with bankruptcy or insolvency proceedings), then you will be liable to us (or our Affiliates), and must promptly reimburse us (or our Affiliates), for the reasonable attorneys' fees, experts' fees, court costs, costs and expenses of arbitration and mediation, travel and lodging costs and all other expenses we (or our Affiliates) incur in the action or proceeding (regardless of whether the action or proceeding proceeds to judgment). In addition, we (or our Affiliates) will be entitled to add all costs of collection, interest, attorneys' fees and experts' fees to our (or our Affiliates') proof of claim in any insolvency or bankruptcy proceeding filed by you.

27.5 Governing Law

This Agreement; all relations between the parties; and, any and all disputes between the parties, whether sounding in contract, tort, equity, or otherwise, are to be exclusively construed in accordance with and/or governed by (as applicable) the law of the State of New York without recourse to New York or any other choice of law or conflicts of law principles. If, however, any provision of this Agreement would not be enforceable under the laws of New York, and if your State Pageant is located outside of the State of New

York and the provision would be enforceable under the laws of the state in which your State Pageant is located, then the provision (and only that provision) will be interpreted and construed under the laws of the state in which your State Pageant is located. Nothing in this Section 27.5 is intended to invoke the application of any franchise, business opportunity, antitrust, "implied covenant," unfair competition, fiduciary or any other doctrine of law of the State of New York which would not otherwise apply.

27.6 Punitive Damages

In no event will we (or our Affiliates) be liable to you for punitive damages in any action or proceeding arising out of or relating to this Agreement; any breach, termination, cancellation or non-renewal of this Agreement; or, in any other action or proceeding whatsoever between the parties to this Agreement and/or any of their affiliates. You waive any claim for punitive damages. You promise never to advance any claim for punitive damages.

28. SURVIVAL

28.1 Survival

Any provision of this Agreement which imposes an obligation following the termination or expiration of this Agreement will survive the termination or expiration and will continue to be binding upon the parties to this Agreement. This Agreement will be binding upon and inure to the benefit of the parties, their heirs, successors and assigns.

29. YOUR REPRESENTATIONS AND ACKNOWLEDGMENTS

29.1 Your Representations

You represent and warrant to us, with the intention that we are relying on your representations and warranties in entering into this Agreement, that:

A. If you are a corporation, limited liability company, general partnership, partnership, or limited partnership, then you are organized under the laws of the state of your principal place of business (or another state which you have identified to us) and are in good standing with and qualified to do business in each state and political/governmental subdivision having jurisdiction over your State Pageant.

B. If you are a corporation, limited liability company, general partnership, partnership, or limited partnership, you have all corporate power and authority to execute, deliver, consummate and perform this Agreement, and it will be binding upon you and your successors and assigns when executed.

C. You do not have any material liabilities, adverse claims, commitments or obligations of any kind as of the date of execution of this Agreement, whether accrued, unliquidated, absolute, contingent or otherwise which are not reflected as liabilities on the balance sheets of your current financial statements, which you furnished to us before the execution of this Agreement.

D. As of the date of execution of this Agreement, there are no actions, suits, proceedings or investigations pending or, to your knowledge or that of any of your officers, directors, principal shareholders, proprietors, partners or owners (as applicable) after due inquiry, threatened, in any court or

arbitral forum, or before any governmental agency or instrumentality, nor to the best of your knowledge or any such persons or entities (after due inquiry) is there any basis for any claim, action, suit, proceeding or investigation, which affects or could affect, directly or indirectly, any of your assets, properties, rights or businesses; your right to operate and use your assets, properties or rights to carry on your business; and/or which affects or could affect your right to assume and carry out the duties, obligations and responsibilities specified in this Agreement in all respects.

E. You represent and warrant that you are represented by legal counsel in connection with the negotiation and execution of this Agreement, and covenant not to bring any claim against us or our Affiliates, officers, directors, employees, managers, members, shareholders or agents that this Agreement or the relationship created hereby constitutes a franchise. You acknowledge that we are relying on these representations, warranties, and covenants as an essential part of this Agreement.

~~E.~~ F. All your representations and warranties in this Agreement are complete, correct and accurate as of the date of execution of this Agreement and will survive any termination or expiration of this Agreement.

29.2 Your Acknowledgments

You acknowledge, warrant and represent to us that:

A. No representation has been made by us or our Affiliates (or any employee, agent or salesperson of ours or any of our Affiliates) and relied on by you as to the future or past income, expenses, sales volume or potential profitability, earnings or income of your State Pageant, or any other Miss USA State Pageant.

B. No representation or statement has been made by us or our Affiliates (or any employee, agent or representative of ours or any of our Affiliates) and relied on by you regarding our anticipated income, earnings and growth or that of the Miss USA System, or the viability of the business opportunity being offered under this Agreement.

C. You have had the opportunity to independently investigate, analyze and construe both the business opportunity being offered under this Agreement, and the terms and provisions of this Agreement, using the services of legal counsel, accountants or other advisers (if you choose to do so) of your own choosing. You have been advised to consult with your own advisers with respect to the legal, financial and other aspects of this Agreement, the State Pageant, and the prospects for that State Pageant. You have either consulted with these advisors or deliberately declined to do so.

D. You have received from us a copy of our Franchise Disclosure Document, together with a copy of all proposed agreements relating to the sale of the license, at least fourteen calendar days before the execution of this Agreement or at least fourteen calendar days before the payment by you to us of any consideration in connection with the sale or proposed sale of the license granted by this Agreement.

E. No representation or statement has been made by us or our Affiliates (or any employee, agent or salesperson of ours or any of our Affiliates) and relied on by you regarding your ability to procure any required license or permit that may be necessary to the conduct of your State Pageant.

F. The covenants not to compete set forth in this Agreement are fair and reasonable, and will not impose any undue hardship on you, since you have other considerable skills, experience and education which afford you the opportunity to derive income from other endeavors.

G. You affirm that all information set forth in all applications, financial statements and submissions to us is true, complete and accurate in all respects, and you expressly acknowledge that we are relying on the truthfulness, completeness and accuracy of this information.

30. SUBMISSION OF AGREEMENT

30.1 Submission of Agreement

The submission of this Agreement to you does not constitute an offer. This Agreement will become effective only upon the execution of this Agreement by us and you. The date we sign this Agreement will be considered the date of execution of this Agreement.

THIS AGREEMENT WILL NOT BE BINDING ON US UNLESS AND UNTIL IT HAS BEEN ACCEPTED AND SIGNED BY AN AUTHORIZED OFFICER OF OURS. YOU ACKNOWLEDGE THAT NO REPRESENTATIONS OR PROMISES WERE MADE TO YOU, OR THAT IF ANY REPRESENTATIONS OR PROMISES WERE MADE TO YOU, YOU ARE NOT RELYING ON THEM. YOU HAVE READ ALL OF THIS AGREEMENT AND YOU ACCEPT AND AGREE TO EACH AND ALL OF THE PROVISIONS, COVENANTS AND CONDITIONS OF THIS AGREEMENT.

SIGNATURE PAGE TO LICENSE AGREEMENT PRELIMINARY TO ~~2021~~2023 MISS USA PAGEANT

State: _____

LICENSEE:

(Name Entity or Individual)

By: _____

Its _____
(Title)

(Print Name)

(Proposed Date[s] of Your State Pageant)

Dated: _____

LICENSOR:

IMG UNIVERSE, LLC

By: _____

Dated: _____

LICENSEE:

Name:

Title:

Dated: _____

Proposed Date of State Pageant:

LICENSOR: JKN Universe, LLC

Name: Paula Shugart

Title: President

Dated:

RIDER

TO LICENSE AGREEMENT PRELIMINARY TO 20242023 MISS USA PAGEANT

Licensee

The Licensee as defined in the preamble of the License Agreement is _____.

Territory

The State as defined in Section 3.1 of the License Agreement is _____.

License Fee

The License Fee referred to in Section 5.1 of the License Agreement is _____.

Notices

Pursuant to Section 25.1 of the License Agreement, any notice to you should be addressed to you at:

LICENSEE:

(Name Entity or Individual)

By: _____

Its _____
(Title)

(Print Name)

(Proposed Date[s] of Your State Pageant)

Dated: _____

LICENSOR:

IMG UNIVERSE, LLC

By: _____

Dated: _____

LICENSEE:

Name:

Title:

Dated:

Proposed Date of State Pageant:

LICENSOR: JKN Universe, LLC

Name: Paula Shugart

Title: President

Dated:

**STATE ADDENDA
TO
THE LICENSE AGREEMENT**

CALIFORNIA, HAWAII, MICHIGAN, SOUTH DAKOTA AND VIRGINIA ADDENDUM TO LICENSE AGREEMENT PRELIMINARY TO 2023 MISS USA PAGEANT

State: _____

No Waiver of Disclaimer of Reliance. No statement, questionnaire or acknowledgment signed or agreed to by you in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by us, any franchise seller, or any other person acting on behalf of us. This provision supersedes any other term of any document executed in connection with the franchise.

Dated: _____ **LICENSEE:**

Name:

Title:

Dated: _____

Dated: _____ **LICENSOR: JKN Universe, LLC**

Name: Paula Shugart

Title: President

(Signature)

(Print Name)

(Signature)

(Print Name)

Dated: _____

Dated: _____ **IMG UNIVERSE** _____

LICENSOR: JKN Universe, LLC

Name: Paula Shugart
Title: President

By: _____

INDIANA ADDENDUM TO LICENSE AGREEMENT PRELIMINARY TO ~~2021~~2023 MISS USA PAGEANT

State: _____

Notwithstanding anything to the contrary set forth in the License Agreement, the following provisions will supersede and apply:

1. The laws of the State of Indiana supersede any provisions of the License Agreement or New York law if such provisions are in conflict with Indiana law. The License Agreement will be governed by Indiana law, rather than New York law, as stated in Section 27.4 of the License Agreement.

~~2~~

2. No statement, questionnaire or acknowledgment signed or agreed to by you in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by us, any franchise seller, or any other person acting on behalf of us. This provision supersedes any other term of any document executed in connection with the franchise.

3. The prohibition by Indiana Code 23-2-2.7-1(7) against unilateral termination of the franchise without good cause or in bad faith, good cause being defined therein as a material breach of the franchise agreement, will supersede the provisions of Article 18 of the License Agreement in the State of Indiana to the extent they may be inconsistent with such prohibition.

- ~~3~~4. No release language set forth in the License Agreement will relieve the franchisor or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of Indiana. Sections 3.3 and 7.15 of the License Agreement are hereby amended to add the following language:

"The release requirement of this Section is not intended to nor shall it act as a release, estoppel or waiver of any liability incurred under the Indiana Deceptive Franchise Practices Law. The release required under this Section will not apply to claims arising under the Indiana Deceptive Franchise Practices Law."

- ~~4~~5. Section 14.3 of the License Agreement ("Enforcement of Covenants Not to Compete") and Article 23 of the License Agreement ("Injunction") will not apply to franchises offered and sold in the State of Indiana.

- ~~5~~6. Article 22 of the License Agreement ("Our Withholding of Consent – Your Exclusive Remedy") is deleted from the License Agreement.

- ~~6~~7. Section 29.2 of the License Agreement ("Your Acknowledgments") is deleted from the License Agreement.

- ~~7~~8. Notwithstanding the terms of Section 7.7 of the License Agreement, you will not be required to indemnify us and the other Indemnitees for any liability caused by your proper reliance on or use of procedures or materials provided by us or caused by our negligence.

[Signatures on following page]

Dated: _____

LICENSEE:

If a corporation or other entity:

(Name of Corporation or Other Entity):

By: _____

Its _____

(
Title): _____

(Print Name)

If an individual:

(Signature)

(Print Name)

(Signature)

(Print Name)

Dated: _____

Dated: _____ **IMG UNIVERSE** _____

LICENSOR: JKN Universe, LLC

By: _____

Name: Paula Shugart
Title: President

MARYLAND ADDENDUM TO LICENSE AGREEMENT PRELIMINARY TO ~~2024~~2023 MISS USA PAGEANT

State: _____

Notwithstanding anything to the contrary set forth in the Franchise Disclosure Document or License Agreement, the following provisions will supersede and apply to all franchises offered and sold under the laws of the State of Maryland.

1. No statement, questionnaire or acknowledgment signed or agreed to by you in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by us, any franchise seller, or any other person acting on behalf of us. This provision supersedes any other term of any document executed in connection with the franchise.

2. Sections 3.3 (“Rights Reserved by Us”) and 7.15 (“General Release”) of the License Agreement are hereby amended to add the following language:

"The general release in the franchise agreement required as a condition of sale shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law."

23. Any claims arising under the Maryland Franchise Registration and Disclosure Laws must be brought within three years after the grant of the Franchise.

34. Sections 15.1, 24.2, 29.1 and the second paragraph in Section 30 of the License Agreement are hereby amended to add the following language:

"All representations requiring perspective licensees to assent to a release, estoppel or waiver of liability are not intended to, nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law."

45. Sections 27.1 and 27.2 of the License Agreement are hereby amended to add the following language:

"This franchise agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable."

56. Section 29.2 of the License Agreement (“Your Acknowledgments”) and the third paragraph of Section 30.1 (“Submission of Agreement”) is hereby deleted.

[Signatures on following page]

Dated: _____

LICENSEE:

_____ **If a corporation or other entity:**

(Name of Corporation or Other Entity):

_____ **By:** _____

_____ **Its** _____
_____ (
_____ **Title):** _____

_____ **(Print Name)**

If an individual:

_____ **(Signature)**

_____ **(Print Name)**

_____ **(Signature)**

_____ **(Print Name)**

Dated: _____

Dated: _____ **IMG UNIVERSE** _____

LICENSOR: JKN Universe, LLC

_____ **By:** _____

Name: Paula Shugart
Title: President

Dated: _____

LICENSEE:

If a corporation or other entity:

(Name of Corporation or Other Entity):

By: _____

Its _____

(
Title): _____

(Print Name)

If an individual:

(Signature)

(Print Name)

(Signature)

(Print Name)

Dated: _____

Dated: _____ **IMG UNIVERSE** _____

LICENSOR: JKN Universe, LLC

By: _____

Name: Paula Shugart
Title: President

NEW YORK ADDENDUM TO LICENSE AGREEMENT PRELIMINARY TO ~~2021~~2023 MISS USA PAGEANT

State: _____

Notwithstanding anything to the contrary set forth in the Franchise Disclosure Document or License Agreement, the following provisions will supersede and apply to all franchises offered and sold under the laws of the State of New York:

1. No statement, questionnaire or acknowledgment signed or agreed to by you in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by us, any franchise seller, or any other person acting on behalf of us. This provision supersedes any other term of any document executed in connection with the franchise.

2. The penultimate sentence of Section 6.1 of the License Agreement is hereby amended to read as follows:

"However, the Standards and any additions, deletions, modifications or Supplements to the Standards will not materially or unreasonably alter your rights and obligations under this Agreement or place an excessive economic burden on your operations. "

23. Sections 3.3 and 7.15 of the License Agreement are hereby amended to include the following language immediately following the requirement that you execute a General Release:

"Provided, however, that all rights enjoyed by you and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder will remain in force; it being the intent of this proviso that the non-waiver provisions of GBL, Section 687.4 and 687.5 be satisfied."

34. The second sentence of Section 14.3 of the License Agreement is hereby amended to read as follows:

"Accordingly, you consent to the seeking of an injunction prohibiting you from engaging in any conduct in violation of the terms of the covenants not to compete in this Agreement.""

45. The third and fourth sentences of Section 23.1 of the License Agreement is amended to read as follows:

"You therefore agree that if you ever engage in this noncompliance, or unauthorized and/or improper use of the Miss USA System or Proprietary Marks, during or after the term of this Agreement, then we will be entitled to seek both temporary and permanent injunctive relief against you from any court of competent jurisdiction, in addition to all other remedies which we may have at law. You consent to the seeking of these temporary and permanent injunctions."

[Signatures on following page]

Dated: _____

LICENSEE:

If a corporation or other entity:

(Name of Corporation or Other Entity):

By: _____

Its _____

(
Title): _____

(Print Name)

If an individual:

(Signature)

(Print Name)

(Signature)

(Print Name)

Dated: _____

Dated: _____ **IMG UNIVERSE** _____

LICENSOR: JKN Universe, LLC

By: _____

Name: Paula Shugart
Title: President

Dated: _____

LICENSEE:

If a corporation or other entity:

(Name of Corporation or Other Entity):

By: _____

Its _____

(
Title): _____

(Print Name)

If an individual:

(Signature)

(Print Name)

(Signature)

(Print Name)

Dated: _____

Dated: _____ **IMG UNIVERSE** _____

LICENSOR: JKN Universe, LLC

By: _____

Name: Paula Shugart
Title: President

RHODE ISLAND ADDENDUM TO LICENSE AGREEMENT PRELIMINARY TO 2024
2023 MISS USA PAGEANT

State: _____

Notwithstanding anything to the contrary set forth in the License Agreement, the following provisions will supersede and apply:

1. No statement, questionnaire or acknowledgment signed or agreed to by you in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by us, any franchise seller, or any other person acting on behalf of us. This provision supersedes any other term of any document executed in connection with the franchise.
2. ~~1.~~ Any provision in the License Agreement which designates the governing law as that of any state other than the State of Rhode Island is deleted from License Agreements issued in the State of Rhode Island.
3. ~~2.~~ §19-28.1.-14 of the Rhode Island Franchise Investment Act provides that "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act."

Dated: _____

LICENSEE:

If a corporation or other entity:

(Name of
Corporation or Other Entity):

By: _____

Its _____

(_____
Title):

(Print Name)

If an individual:

(Signature)

(Print Name)

(Signature)

(Print Name)

Dated: _____

Dated: _____

IMG UNIVERSE LICENSOR: JKN Universe, LLC

By: _____

Name: Paula Shugart

Title: President

annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

8. RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

[Signatures on following page]

Dated: _____

LICENSEE:

If a corporation or other entity:

(Name of Corporation or Other Entity):

By: _____

Its _____

(
Title): _____

(Print Name)

If an individual:

(Signature)

(Print Name)

(Signature)

(Print Name)

Dated: _____

Dated: _____

IMG UNIVERSE LICENSOR: JKN Universe, LLC

By: _____

Name: Paula Shugart
Title: President

WISCONSIN ADDENDUM TO LICENSE AGREEMENT PRELIMINARY TO ~~2024~~2023 MISS USA PAGEANT

State: _____

Notwithstanding anything to the contrary set forth in the License Agreement, the following provisions will supersede and apply:

1. No statement, questionnaire or acknowledgment signed or agreed to by you in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by us, any franchise seller, or any other person acting on behalf of us. This provision supersedes any other term of any document executed in connection with the franchise.

2. The Wisconsin Fair Dealership Act, Wisconsin Statutes, Chapter 135 will apply to and govern the provisions of the License Agreement.

23. That Act's requirement, including the requirements that, in certain circumstances, a franchisee receives ninety days' notice of termination, cancellation, non-renewal or substantial change in competitive circumstances, and sixty) days to remedy claimed deficiencies, will supersede the requirements of Article 18 of the License Agreement to the extent they may be inconsistent with the Act's requirements.

Dated: _____

LICENSEE:

_____ **If a corporation or other entity:**

_____ **(Name of Corporation or Other Entity):**

_____ **By:** _____

_____ **Its** _____
_____ (
_____ **Title):** _____

_____ **(Print Name)**

_____ **If an individual:**

_____ **(Signature)**

_____ **(Print Name)**

(Signature)

(Print Name)

Dated: _____

Dated: _____

IMG UNIVERSE LICENSOR: JKN Universe, LLC

Name: Paula Shugart

Title: President

By: _____

EXHIBIT A
PROPRIETARY MARKS

PROPRIETARY MARKS

The Proprietary Marks as defined in Section 1.02 of the License Agreement will consist of:

MISS U.S.A.
MISS USA
MISS (State) U.S.A.
MISS (State) USA
[year] MISS USA Pageant
Design of Woman with Stars
Crown Design

and such other and further Proprietary Marks (as defined in Section 1.02 of the License Agreement) that we may from time to time license to you for use in your State in conjunction with and addition to the Proprietary Marks listed above. Any such other and further Proprietary Marks will be deemed a part of this Exhibit A.

EXHIBIT B
CONFIDENTIALITY AGREEMENT/COVENANT NOT TO COMPETE

CONFIDENTIALITY AGREEMENT/COVENANT NOT TO COMPETE

NAME:	
LICENSEE:	
HOME ADDRESS:	
TELEPHONE:	

_____ ("Licensee") is a licensee of JKN Universe, LLC ("Licensor") pursuant to a Miss USA Preliminary State Pageant License Agreement entered into by Licensee and Licensor dated _____, (the "License Agreement"). I agree that, unless otherwise specified, all terms in this Agreement have those meanings ascribed to them in the License Agreement.

I agree that during the term of my employment by, ownership participation in, association with or service to Licensee, or at any time after that, I will not communicate, divulge or use for the benefit of any other person, persons, partnership, proprietorship, association, corporation or entity, any confidential information, knowledge, trade secrets or know-how concerning the systems of operation, services, products, programs, contestants, delegates, sponsors, judges, spectators or practices of Licensee, the licensed State Pageant, Licensor or the Miss USA System which may be communicated to me, whether orally, in writing, electronically or by any other means ("Confidential Information").

Any and all information, knowledge, know-how, techniques and information which Licensee, Licensor, Licensor's Affiliates, or the officers, contractors, employees and/or designees of the foregoing, designate as confidential will be Confidential Information for the purposes of this Agreement, except information which I can demonstrate came to my attention before disclosure or which had become or becomes a part of the public domain through publication or communication by others, but in no event through any act of mine. I will at no time copy, duplicate, record or otherwise reproduce any of the Confidential Information or material containing it, in whole or in part, store them in a computer retrieval or data base, nor otherwise make them available to any unauthorized person. Upon the expiration or other termination for any reason of my employment, association, service or ownership participation, I agree to return to Licensor or Licensee (as the case may be) all materials, books, records, and manuals considered confidential under this Agreement which are in my possession.

I further agree that during the term of my employment/service/association/ownership participation, I will not, and my immediate family members will not, directly or indirectly, engage or participate in any other competitive business as a proprietor, partner, investor, shareholder, director, officer, employee, principal, agent, entertainer, judge, adviser, or consultant business which conducts a competitive pageant or competition, and I will not divert any business to competitors of Licensee and/or Licensor. I further agree that during the term of my employment/service/association/ownership participation, I am prohibited from engaging in any competitive business as a proprietor, partner, investor, shareholder, director, officer, employee, principal, agent, advisor, or consultant. It is the intention of these provisions to preclude not only direct competition but also all forms of indirect competition, such as consultation for competitive businesses, service as an independent contractor for competitive businesses, or any assistance or transmission of information of any kind which would be of any material assistance to a competitor.

I acknowledge that violation of the covenants not to compete contained in this Agreement would result in immediate and irreparable injury to Licensor and Licensee for which no adequate remedy at law will be available. Accordingly, I hereby consent to the entry of an injunction procured by Licensor or Licensee (or both) prohibiting any conduct by me in violation of the terms of those covenants not to compete and/or restrictions on the use of confidential information set forth in this Agreement. I expressly agree that it may conclusively be presumed in any legal action that any violation of the terms of these covenants not to compete was accomplished by and through my unlawful utilization of Licensor's Confidential Information, know-how, methods and procedures. Further, I expressly agree that any claims I may have against Licensor will not constitute a defense to Licensor's enforcement of the covenants not to compete set forth in this Agreement. I further agree to pay all costs and expenses (including reasonable attorneys' and experts' fees) incurred by Licensor in connection with the enforcement of those covenants not to compete set forth in this Agreement.

If all or any portion of this covenant not to use confidential information and not to compete is held unreasonable, void, vague or illegal by any court or agency having valid jurisdiction in an unappealed final decision to which Licensee and/or Licensor is a party, the court or agency will be empowered to revise and/or construe the covenant to fall within permissible legal limits, and should not invalidate the entire covenant. I expressly agree to be bound by any lesser covenant subsumed within the terms of this Agreement as if the resulting covenant were separately stated in and made a part of this Agreement.

I agree that this Agreement and all relations and disputes between myself on the one hand, and Licensee or Licensor on the other hand, whether sounding in contract, tort, or otherwise, are to be exclusively construed in accordance with and/or governed by (as applicable) the law of the State of New York without recourse to New York (or any other) choice of law or conflicts of law principles. If, however, any provision of this Agreement would not be enforceable under the laws of New York,

and if the licensed State Pageant is located outside of the State of New York and the provision would be enforceable under the laws of the State in which the licensed State Pageant is located, then the provision (and only that provision) will be interpreted and construed under the laws of the State in which the licensed State Pageant is located. Nothing in this Agreement is intended to invoke the application of any franchise, business opportunity, antitrust, "implied covenant", unfair competition, fiduciary or any other doctrine of law of the State of New York which would not otherwise apply.

I further agree that any litigation arising out of or related to this Agreement; any breach of this Agreement; and, all relations and any and all disputes between myself on the one hand, and Licensee or Licensor on the other hand, whether sounding in contract, tort, or otherwise, will be instituted exclusively in a court of competent jurisdiction in New York, New York. I agree that any dispute as to the venue for this litigation will be submitted to and resolved exclusively by a court of competent jurisdiction situated in New York, New York.

I hereby waive and covenant never to assert or claim that said venue is for any reason improper, inconvenient, prejudicial or otherwise inappropriate (including, without limitation, any claim under the judicial doctrine of forum non conveniens).

Witnessed By:

(Print Name)

(Signature)

(Date)

EXHIBIT C
CODE OF CONDUCT

Introduction

“JKN” refers to JKN Universe, LLC and all of its subsidiaries and Affiliate companies (collectively, “JKN”). This Code of Conduct is a principles-based document, setting forth JKN’s expectations for Licensee. While many of the issues outlined below are addressed in the Agreement and in our standards and manuals, this Code of Conduct provides specific principles for you to follow and it is not designed to amend or otherwise limit the scope of any of your obligations under the Agreement and our standards. The Agreement, and its exhibits, including this Code of Conduct, should govern your business conduct related to the licensed State Pageant for the Term of the Agreement.

General Principles

- Maintain accurate books and records, as well as detailed, accurate and transparent documentation regarding all expenses.
- Compete fairly and responsibly in the marketplace.
- Require your suppliers, subcontractors and other third-party intermediaries to comply with this Code of Conduct. Never use subcontractors or other third-party intermediaries to violate these standards or any legal requirements.
- Create and sustain a culture where ethical business practices are adhered to by all.

Anti-bribery & Anti-Corruption

- Never give, offer, or authorize the offer, directly or indirectly, of anything of value (such as money, gifts, hospitality, meals, travel, discounts, jobs or internships for relatives, charitable contributions, political donations, goods or services) to a supplier, customer, government official or commercial third party in order to obtain an improper business advantage.
- Never accept a gift of cash, regardless of the amount.
- Never offer any gift or hospitality to a government official, supplier, customer or other third party without prior consent from JKN.
- All gifts and hospitality, in connection with JKN projects or work, regardless of the amount, must: (i) be consistent with JKN’s business interests; (ii) be modest and reasonable by local and industry standards, including in terms of value and frequency; (iii) be consistent with customary business practices; (iv) be given or accepted without an expectation of receiving something in return; and (v) be consistent with laws and regulations applicable to both the giver and the recipient.
- Maintain accurate and complete records of any gifts, hospitality, gratuities and similar expenditures and ensure such records reflect the true nature of the transaction.

Competition Laws

- Do not enter into any agreements or understandings, or exchange information, with a competitor regarding prices, rates, deal terms, bids, costs, profit margins, market share, business strategy or practices or other confidential aspects of competition.
- Keep communications with competitors to a minimum and make sure there is a legitimate business reason for all such communications.
- Even where there are lawful business reasons to communicate with a competitor (for example, where supplier or customer issues arise from a genuine buyer-seller relationship), take care to avoid the appearance of anti-competitive behavior.
- Consult with JKN whenever questions arise.

Conflict of Interest

- Avoid any activities or relationships that could conflict or appear to conflict with JKN’s interests or your responsibilities while working with JKN.
- Do not use JKN information, resources, influence, intellectual property or facilities for personal benefit or to promote a competing business or activity.

Environment, Health & Safety

- Comply with all relevant health and safety regulations, environmental laws and JKN policies.
- As much as practicable, minimize the negative impact of your work on the environment and the communities where you do business.

Fair Employment

- Follow applicable labor and employment laws and regulations, including laws that pertain to freedom of association, privacy, immigration, wages and hours, employment discrimination and forced, compulsory and child labor.
- Extend equal treatment to all individuals without regard to race, color, ethnicity, religion, sex (including pregnancy, childbirth, and medical conditions related to pregnancy, childbirth, or breastfeeding), gender, gender identity, gender expression, sex stereotyping (including assumptions about a person's appearance or behavior, gender roles, gender expression, or gender identity), ethnic or national origin, age, mental or physical disability, ancestry, medical condition, marital status, military or veteran status, citizenship status, sexual orientation, genetic information, or any other protected status of an individual or that individual's associates or relatives under applicable law.

Financial Responsibility

- Ensure that all books and records fairly and accurately reflect, in reasonable detail, the transactions or occurrences to which they relate.
- Make sure that JKN's books and records are maintained in accordance with applicable laws and do not contain false or misleading statements or entries.
- Never intentionally misclassify any transaction with respect to accounts, departments or accounting periods.
- Maintain accurate, timely and reasonably detailed documentation to support all transactions.

Government & Political Activities

- Abide by applicable laws and regulations related to working with governments, with particular emphasis on those special requirements associated with government contracts and transactions.
- Be truthful and accurate when dealing with government officials and agencies. Avoid even the appearance of improper conduct in dealing with government representatives.
- Never make contributions (directly or indirectly) to any political parties, officials or candidates on behalf of JKN.

Information Security & Data Privacy

- Safeguard JKN's data and other assets from theft, misuse, or unauthorized disclosure.
- Comply with all applicable laws, regulations and contracts governing the use, collection, processing and protection of personal data.
- Be vigilant in protecting JKN information and information systems against infiltration through phishing, social engineering, and other cybersecurity crimes.
- Maintain secure business records of information protected by applicable privacy regulations.
- Never acquire, use or disclose information in ways that are inconsistent with JKN privacy policies or with applicable privacy and data protection laws, regulations and contracts.

Intellectual Property & Proper Use of Company Asset

- Follow applicable JKN policies and guidelines regarding the handling and security of intellectual property.
- Be alert to business practices that may result in unauthorized disclosure, distribution or misuse of JKN's intellectual property, and bring any of these issues to the attention of your JKN business contact immediately.
- Respect the patents, trademarks, copyrighted materials and other protected intellectual property of others.

Preventing Money Laundering, Tax Evasion & Sanctions Violations

- Comply with all applicable laws that prohibit money laundering and require the reporting of suspicious transactions.
- Identify and watch out for red flags that may indicate money laundering or other illegal activities or violations of JKN policies (e.g., multiple money orders or travelers checks, large amounts of cash or payments from an unknown third party).
- Do not participate in transactions prohibited by applicable tax laws or designed to evade currency controls, tax requirements or other applicable laws or regulations.
- Do not participate in transactions prohibited by applicable sanctions laws. For example, US law restricts business with certain countries such as Cuba, Iran, Crimea, Syria and North Korea, and with certain entities and individuals that are suspected of supporting terrorism or engaging in drug trafficking. Consult JKN if you are unsure.

Security

- Implement appropriate security procedures and business continuity plans.
- Be alert to data or computer system security threats.
- Protect JKN's assets against loss, theft, misuse or other damage.

Supplier Relationships

- Be lawful, fair and efficient in your relationships with suppliers.
- Do not retain a supplier or other third party without appropriate due diligence and approvals required by JKN.
- Conduct business only with suppliers that comply with applicable legal requirements and JKN policies, including those relating to labor, the environment, health and safety.
- Evaluate all supplier offerings on the basis of quality, reliability, performance, price, service and technical requirements.
- Follow JKN's due diligence, approval and contractual requirements, as instructed, when selecting third party intermediaries (e.g., consultants, a customs brokers, sales agents) and ensure that they are reputable and qualified, and that they agree to comply with applicable laws and JKN policies.

Harassment

- Harassment based on any other protected characteristic is also strictly prohibited. Under this policy, "harassment" is verbal, written, or physical conduct that denigrates or shows hostility or aversion toward an individual because of their race, color, religion, sex, sexual orientation, gender identity or expression, national origin, age, disability, marital status, citizenship, genetic information, or any other characteristic protected by law, or that of their relatives, friends or associates, and that: a) has the purpose or effect of creating an intimidating, hostile or offensive work environment, b) has the purpose or effect of unreasonably interfering with an individual's work performance or c) otherwise adversely affects an individual's employment opportunities.
- Harassing conduct includes epithets, slurs, or negative stereotyping; threatening, intimidating, or hostile acts; denigrating jokes; and written or graphic material that denigrates or shows hostility or aversion toward an individual or group on walls or elsewhere on the employer's premises or circulated in the workplace, on company time or using company equipment by e-mail, phone (including voice messages), text messages, social networking sites or other means.
- These policies apply to all applicants, contestants, and employees of Licensee, whether related to conduct engaged in by fellow employees or by someone not directly connected to the Licensee (e.g., an outside vendor, consultant, customer, contestant, or titleholder). Conduct prohibited by these policies is unacceptable in the workplace and any work-related setting outside the workplace, such as during business trips, business meetings, and business-related social events.
- Licensee is required to implement its own policy regarding the anti-harassment, discrimination, and retaliation.

Reporting an Incident of Harassment, Discrimination, Retaliation, or violation of this Code of Conduct Policy

- JKN requires reporting of all perceived incidents of discrimination, harassment, retaliation, or violation of this Code of Conduct that occurs with employees of Licensee, contestants of the Miss, vendors, suppliers, consultants, etc.
- JKN reserve the rights to investigate any reported harassment, discrimination, retaliation, or violations of this Code of Conduct allegations, including any suspicious event upon prior notice to Licensee. JKN will maintain confidentiality throughout the investigatory process, consistent with adequate investigation and appropriate corrective action. Licensee is compelled to cooperate with JKN's request related to the investigation.

EXHIBIT B
FINANCIAL STATEMENTS

**MUO Francisco, LLC
(A Limited Liability Company)**

**Financial Statement
and Independent Auditor's Report**

June 12, 2023

MUO FranchCo, LLC
(A Limited Liability Company)

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Balance Sheet	4
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Independent Auditor's Report

To the Member
MUO FranchCo, LLC

Opinion

We have audited the balance sheet of MUO FranchCo, LLC as of June 12, 2023, and the related notes (financial statement).

In our opinion, the accompanying financial statement presents fairly, in all material respects, the financial position of MUO FranchCo, LLC as of June 12, 2023, in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America ("GAAS"). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statement section of our report. We are required to be independent of MUO FranchCo, LLC and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statement

Management is responsible for the preparation and fair presentation of the financial statement in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statement that is free from material misstatement, whether due to fraud or error.

In preparing the financial statement, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about MUO FranchCo, LLC's ability to continue as a going concern for one year after the date that the financial statement is available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statement

Our objectives are to obtain reasonable assurance about whether the financial statement as a whole is free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statement.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statement, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statement.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of MUO FranchCo, LLC's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statement.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about MUO FranchCo, LLC's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

CohnReznick LLP

New York, New York
June 28, 2023

MUO FranchCo, LLC
(A Limited Liability Company)

Balance Sheet
June 12, 2023

Assets

Current assets	
Cash	\$ 250,000
	<hr/>
Total assets	\$ 250,000
	<hr/> <hr/>

Members' Equity

Commitments and contingencies	
Members' equity	
Member's capital	\$ 250,000
	<hr/>
Total members' equity	\$ 250,000
	<hr/> <hr/>

See Notes to Financial Statements.

MUO FranchCo, LLC
(A Limited Liability Company)

Notes to Financial Statements
June 12, 2023

Note 1 - Organization and description of business

Business

MUO FranchCo, LLC (the "Company") was formed on May 4, 2023, in the State of Delaware and is governed by its Limited Liability Company Agreement. The Company was funded with a \$250,000 capital contribution on June 12, 2023, by its affiliate, JKN Universe, LLC, for purposes of granting licenses for State Pageants.

The Company is a limited liability company ("LLC") which will continue in existence subject to the terms and conditions of its Limited Liability Company Agreement. The obligations of the member are limited to its capital contributions.

Note 2 - Summary of significant accounting policies

Basis of preparation

The financial statements are prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America.

Cash

The balances are insured by the Federal Deposit Insurance Corporation up to \$250,000, per institution. As of June 12, 2023, the Company did not have any uninsured cash.

Income taxes

The Company elected income tax status as a LLC. Under this election, the Company is not subject to federal income taxes and all taxes and all taxable income is passed through to the member.

Use of estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements. Actual results could differ from those estimates and the differences could be material.

Subsequent events

The Company has evaluated subsequent events through June 28, 2023, which is the date the financial statements were available to be issued.

Note 3 - Contingent liabilities and commitments

The Company is subject to legal proceedings, claims, and litigation arising in the ordinary course of business. As of June 12, 2023, the Company does not have any outstanding legal proceedings or claims.

As of June 12, 2023, the Company has no lease obligations.

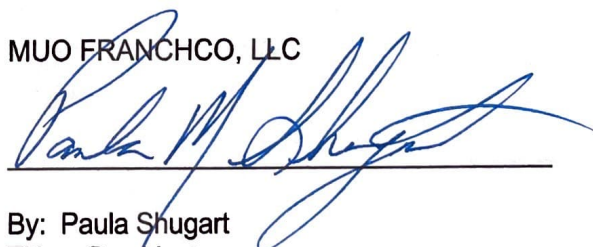
GUARANTY OF PERFORMANCE

For value received, MUO FranchCo, LLC, located at 1209 Orange Street, Wilmington, County of New Castle, Delaware, 19801 (the "Guarantor"), absolutely and unconditionally guarantees to assume the duties of JKN Universe, LLC, located at 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808 (the "Franchisor") under its License Agreement as identified in its 2023 Franchise Disclosure Document, as it may be amended, and as that License Agreement may be entered into with franchisees and amended, modified or extended, from time to time. This guaranty continues until all such obligations of the Franchisor under the License Agreement are satisfied or until liability of the Franchisor under the License Agreement has been completely discharged, whichever first occurs. Guarantor is not discharged from liability if a claim by the franchisee against the Franchisor remains outstanding. Notice of acceptance is waived. The Guarantor does not waive receipt of notice of default on the part of the Franchisor. This guarantee is binding on the Guarantor and on its successors and assigns.

The Guarantor signs this guarantee at New York, New York on the 29th day of June, 2023.

Guarantor:

MUO FRANCHCO, LLC



By: Paula Shugart
Title: President

EXHIBIT C
STATE FRANCHISE ADMINISTRATORS

STATE FRANCHISE ADMINISTRATORS

CALIFORNIA

Office of the Commissioner
California Department of Financial
Protection and Innovation
320 West 4th Street, Suite 750
Los Angeles, California 90013-2344

HAWAII

Commissioner of Securities of the State of
Hawaii
Department of Commerce and Consumer
Affairs,
Business Registration Division,
Securities Compliance Branch
335 Merchant Street, Room 205
Honolulu, Hawaii 96813

ILLINOIS

Chief – Franchise Bureau
Office of Attorney General
State of Illinois
500 South Second Street
Springfield, Illinois 62706

INDIANA

Franchise Section
Indiana Securities Commission
302 West Washington Street, Room E-111
Indianapolis, Indiana 46204

MARYLAND

Office of the Attorney General
Securities Division
200 St. Paul Place
Baltimore, Maryland 21202-2020

MINNESOTA

Minnesota Department of Commerce
85 7th Place East, Suite 280
St. Paul, Minnesota 55101-2198

NEW YORK

New York State Department of Law
Investor Protection Bureau
28 Liberty Street, 15th Fl.
New York, NY 10005

NORTH DAKOTA

North Dakota Securities Department
600 East Boulevard Avenue, 14th Floor
Bismarck, North Dakota 58505

RHODE ISLAND

Division of Securities
1511 Pontiac Avenue
John O. Pastore Complex – Building 69-1
Cranston, Rhode Island 02920

SOUTH DAKOTA

Division of Insurance
Securities Regulation
124 S. Euclid Avenue, 2nd Floor
Pierre, South Dakota 57501

VIRGINIA

State Corporation Commission
Division of Securities and Retail
Franchising
1300 East Main Street, 9th Floor
Richmond, Virginia 23219

WASHINGTON

Securities Division
Department of Financial Institutions
150 Israel Rd. SW
Tumwater, WA 98501

WISCONSIN

Division of Securities Department of
Financial Institutions
4822 Madison Yards Way, North Tower
Madison, Wisconsin 53705

EXHIBIT D
AGENTS FOR SERVICE OF PROCESS

AGENTS FOR SERVICE OF PROCESS

If a state is not listed below, IMG Universe, LLC has not appointed an agent for service of process in that state in connection with the requirements of franchise laws. There may be states in addition to those listed below in which IMG Universe, LLC has appointed an agent for service of process.

There may also be additional agents appointed in some of the states listed below.

CALIFORNIA

Commissioner California Department of
Financial Protection and Innovation
320 West 4th Street, Suite 750
Los Angeles, California 90013-2344

HAWAII

Commissioner of Securities of the State of
Hawaii
Department of Commerce and Consumer
Affairs,
Business Registration Division,
Securities Compliance Branch
335 Merchant Street, Room 205
Honolulu, Hawaii 96813

ILLINOIS

Attorney General of the State of Illinois
500 South Second Street
Springfield, Illinois 62706

INDIANA

Indiana Secretary of State
201 State House
200 West Washington Street
Indianapolis, Indiana 46204

MARYLAND

Maryland Securities Commissioner
Office of the Attorney General
200 St. Paul Place
Baltimore, Maryland 21202-2020

MICHIGAN

Office of Attorney General
Consumer Protection Division, Franchise
Section
G. Mennen Williams Bldg., 1st Floor
525 West Ottawa Street
Lansing, Michigan 48913

MINNESOTA

Commissioner of Commerce
Department of Commerce
85 7th Place East, Suite 280
St. Paul, Minnesota 55101-2198

NEW YORK

Secretary of State, Division of Corporations,
State Records & Uniform Commercial Code
99 Washington Avenue, 6th Floor
Albany, New York 12231

NORTH DAKOTA

Securities Commissioner, State of North Dakota
600 East Boulevard Avenue, 14th Floor
Bismarck, North Dakota 58505

RHODE ISLAND

Director of Department of Business Regulation
1511 Pontiac Avenue
John O. Pastore Complex – Building 69-1
Cranston, Rhode Island 02920

SOUTH DAKOTA

Director of the Division of Insurance
Securities Regulation
124 S. Euclid Avenue, 2nd Floor
Pierre, South Dakota 57501

VIRGINIA

Clerk, Virginia State Corporation Commission
1300 East Main Street, 1st Floor
Richmond, Virginia 23219
(804) 371-9733

WASHINGTON

State of Washington
Department of Financial Institutions Securities
Division
150 Israel Rd. SW
Tumwater, WA 98501

WISCONSIN

Administrator, Division of Securities
Department of Financial Institutions
4822 Madison Yards Way, North Tower
Madison, Wisconsin 53705

EXHIBIT E
STATE ADDENDA TO DISCLOSURE DOCUMENT

**CALIFORNIA, HAWAII, ILLINOIS, INDIANA, MARYLAND, MICHIGAN,
MINNESOTA, NEW YORK, NORTH DAKOTA, RHODE ISLAND, SOUTH DAKOTA,
VIRGINIA, WASHINGTON AND WISCONSIN ADDENDUM TO DISCLOSURE
DOCUMENT**

No Waiver of Disclaimer of Reliance in Certain States. No statement, questionnaire or acknowledgment signed or agreed to by you in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by us, any franchise seller, or any other person acting on behalf of us. This provision supersedes any other term of any document executed in connection with the franchise.

CALIFORNIA ADDENDUM TO DISCLOSURE DOCUMENT

www.missusa.com

OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENTS OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT www.dfpi.ca.gov.

Notwithstanding anything to the contrary set forth in the Franchise Disclosure Document, the following provisions shall supersede and apply to all franchises offered and sold in the State of California:

ITEM 17 RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

1. California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination or non-renewal of a franchise. If the License Agreement contains a provision that is inconsistent with the law, the law will control.
2. The License Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 et seq).
3. The License Agreement contains a provision requiring application of the laws of New York. This provision may not be enforceable under California law.
4. The License Agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.
5. The License Agreement requires binding arbitration. The arbitration will occur in New York, New York, U.S.A. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provision of the Franchise Agreement restricting venue to a forum outside the State of California.
6. THE LICENSE AGREEMENT REQUIRES FRANCHISEE TO EXECUTE A GENERAL RELEASE OF CLAIMS UPON EXECUTION OF THE LICENSE AGREEMENT. CALIFORNIA CORPORATIONS CODE SECTION 31512 VOIDS A WAIVER OF YOUR RIGHTS UNDER THE FRANCHISE INVESTMENT LAW (CALIFORNIA CORPORATIONS CODE SECTIONS 31000 THROUGH 31516). BUSINESS AND PROFESSIONS CODE SECTION 20010 VOIDS A WAIVER OF YOUR RIGHTS UNDER THE FRANCHISE RELATIONS ACT (BUSINESS AND PROFESSIONS CODE SECTIONS 20000 THROUGH 20043).

7. California Corporations Code, Section 31125 requires us to give you a disclosure document, approved by the Department of Financial Protection and Innovation before we ask you to consider a material modification of your license agreement.
8. THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT.
9. Neither JKN Universe, LLC nor any person or franchise broker disclosed in Item 2 of the Disclosure Document is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934.

HAWAII ADDENDUM TO DISCLOSURE DOCUMENT

- A. This proposed registration is exempt from the registration requirements of the states of Connecticut, Florida, Iowa, Kentucky, Maine, Nebraska, North Carolina, Ohio, Oklahoma, South Carolina, Texas and Utah.
- B. This proposed registration is or will be shortly on file in the states of California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin.
- C. No states have refused, by order or otherwise, to register these franchises.
- D. No states have revoked or suspended the right to offer these franchises.
- E. The proposed registration of these franchises has not been withdrawn in any state.
- F. No statement, questionnaire or acknowledgment signed or agreed to by you in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by us, any franchise seller, or any other person acting on behalf of us. This provision supersedes any other term of any document executed in connection with the franchise.
- G. No release language set forth in the License Agreement will relieve us or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of Hawaii.

ILLINOIS ADDENDUM TO DISCLOSURE DOCUMENT

Notwithstanding anything to the contrary set forth in the Franchise Disclosure Document, the following provisions shall supersede and apply to all franchises offered and sold in the State of Illinois:

THERE IS NO FORMAL TRAINING FOR THIS BUSINESS OPPORTUNITY.

Illinois law governs the agreements between the parties to this franchise.

No statement, questionnaire or acknowledgment signed or agreed to by you in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by us, any franchise seller, or any other person acting on behalf of us. This provision supersedes any other term of any document executed in connection with the franchise.

Section 4 of the Illinois Franchise Disclosure Act provides that any provision in a franchise agreement that designates jurisdiction or venue outside the State of Illinois is void. However, a franchise agreement may provide for arbitration in a venue outside of Illinois.

Section 41 of the Illinois Franchise Disclosure Act provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

Your rights upon termination and non-renewal of a Franchise Agreement are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

INDIANA ADDENDUM TO DISCLOSURE DOCUMENT

Notwithstanding anything to the contrary set forth in the Franchise Disclosure Document, the following provisions shall supersede and apply to all franchises offered and sold in the State of Indiana:

1. The License Agreement will be governed by Indiana law, rather than New York law, as stated in Section 27.5 of the License Agreement.
2. No statement, questionnaire or acknowledgment signed or agreed to by you in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by us, any franchise seller, or any other person acting on behalf of us. This provision supersedes any other term of any document executed in connection with the franchise.
3. The prohibition by Indiana Code 23-2-2.7-1(7) against unilateral termination of the franchise without good cause or in bad faith, good cause being defined therein as a material breach of the License Agreement, shall supersede the provisions of Article 18 of the License Agreement in the State of Indiana to the extent they may be inconsistent with such prohibition.
4. No release language set forth in the License Agreement will relieve us or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of Indiana.
5. Section 14.3 of the License Agreement (“Enforcement of Covenants Not to Compete”) and Article 23 of the License Agreement (“Injunction”) will not apply to franchises offered and sold in the State of Indiana.
6. Article 22 of the License Agreement (“Our Withholding of Consent – Your Exclusive Remedy”) will not apply to franchises offered and sold in the State of Indiana.
7. Section 27.5 of the License Agreement (“Governing Law”) will not relieve us or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of Indiana, and the laws of the State of Indiana supersede such provision or New York law if such provision is in conflict with Indiana law.
8. Notwithstanding the terms of Section 7.7 of the License Agreement, you will not be required to indemnify us and the other Indemnitees for any liability caused by your proper reliance on or use of procedures or materials provided by us or caused by our negligence.
9. If we receive any payments related to purchases from you that we do not pass on in full to the supplier, we will promptly account for the amount of the payment that we retained and we will transmit the retained amount to you.

MARYLAND ADDENDUM TO DISCLOSURE DOCUMENT

The following provisions will supersede anything to the contrary in the Franchise Disclosure Document or License Agreement and will apply to all franchises offered and sold under the laws of the State of Maryland:

Item 17. RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

1. The general release in the franchise agreement required as a condition of sale shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.
2. A franchisee may sue in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law. Any claims arising under the Maryland Franchise Registration and Disclosure Laws must be brought within three years after the grant of the Franchise.
3. The License Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 et seq).

**ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT PURSUANT TO
THE MICHIGAN FRANCHISE INVESTMENT LAW**

THE STATE OF MICHIGAN PROHIBITS CERTAIN UNFAIR PROVISIONS THAT ARE SOMETIMES IN FRANCHISE DOCUMENTS. IF ANY OF THE FOLLOWING PROVISIONS ARE IN THESE FRANCHISE DOCUMENTS, THE PROVISIONS ARE VOID AND CANNOT BE ENFORCED AGAINST YOU.

- (a) A prohibition on the right of a franchisee to join an association of franchisees.
- (b) A requirement that a franchisee assent to a release, assignment, novation, waiver or estoppel which deprives franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a Franchise Agreement, from settling any and all claims.
- (c) A provision that permits a Franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the Franchise Agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.
- (d) A provision that permits a Franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures and furnishings. Personalized materials which have no value to the Franchisor and inventory, supplies, equipment, fixtures and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if (i) the term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of Franchisor's intent not to renew the franchise.
- (e) A provision that permits the Franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.
- (f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.
- (g) A provision which permits a Franchisor to refuse to permit a transfer or ownership of a franchise, except for good cause. This subdivision does not prevent a Franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to
 - (i) The failure of the proposed transferee to meet the Franchisor's then current reasonable qualifications or standards.

(ii) The fact that the proposed transferee is a competitor of the Franchisor or subfranchisor.

(iii) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.

(iv) The failure of the franchisee or proposed transferee to pay an sums owing to the Franchisor or to cure any default in the Franchise Agreement existing at the time of the proposed transfer.

(h) A provision that requires the franchisee to resell to the Franchisor items that are not uniquely identified with the Franchisor. This subdivision does not prohibit a provision that grants to a Franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the Franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the Franchise Agreement and has failed to cure the breach in the manner provided in subdivision (c).

(i) A provision which permits the Franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual service.

THE FACT THAT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE ATTORNEY GENERAL.

ANY QUESTIONS REGARDING THIS NOTICE SHOULD BE DIRECTED TO THE OFFICE OF THE ATTORNEY GENERAL, CONSUMER PROTECTION DIVISION, ATTN.: FRANCHISE, 670 LAW BLDG., LANSING, MICHIGAN 48913, (517) 373-7117.

MINNESOTA ADDENDUM TO THE DISCLOSURE DOCUMENT

Notwithstanding anything to the contrary set forth in the Disclosure Document or License Agreement, the following provisions will supersede and apply:

ITEM 13 TRADEMARKS

1. We will protect your right to use the trademarks, service marks, trade names, logotypes or other commercial symbols and/or indemnify you from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.

ITEM 17. RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

1. Minn. Stat. §80C.21 and Minn. Rule 2860.4400J prohibit the Franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring you to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the disclosure document or agreement(s) can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum or remedies provided for by the laws of the jurisdiction.
2. No release language set forth in the License Agreement will relieve us or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of Minnesota.
3. Minnesota law provides franchisees with certain termination and non-renewal rights. Minnesota Statutes, Section 80C.14, subdivisions 3, 4, and 5 require, except in certain specified cases, that you be given 90 days notice of termination (with 60 days to cure) and 180 days notice for nonrenewal of the License Agreement.
4. Under the terms of the License Agreement as modified by the Minnesota Addendum to the License Agreement, you agree that if you engage in any non-compliance with the terms of the License Agreement or unauthorized or improper use of the Miss USA System or Proprietary Marks, during or after the period of this Agreement, we will be entitled to seek both temporary and permanent injunctive relief against you from any court of competent jurisdiction, in addition to all other remedies which we may have at law, and you consent to the seeking of these temporary and permanent injunctions.”

NEW YORK ADDENDUM TO DISCLOSURE DOCUMENT

Notwithstanding anything to the contrary set forth in the Disclosure Document or License Agreement, the following provisions will supersede and apply to all franchises offered and sold under the laws of the State of New York:

1. The following information is added to the State Cover Page of the Disclosure Document:

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT C OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, INVESTMENT PROTECTION BUREAU, 28 LIBERTY STREET, 15TH FLOOR, NEW YORK, NEW YORK 10271. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. The following is added at the end of Item 3:

Except as provided above, with regard to the licensor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the licensor's principal trademark:

(a) No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.

(b) No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.

(c) No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10 year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere

to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

(d) No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of Item 4:

Except as described above, neither the licensor, its affiliate, its predecessor, officers, or general partner during the 10-year period immediately before the date of the offering circular: (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the bankruptcy code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within 1 year after that officer or general partner of the licensor held this position in the company or partnership.

4. The following is added at the end of Item 5 of the Disclosure Document:

The initial License Fee constitutes part of our general operating funds and will be used as such in our discretion.

5. The “Summary” sections of Items 17(c), entitled **Requirements for licensee to renew or extend**, and 17(m), entitled **Conditions for licensor approval of transfer**, of the License Agreement chart in the Disclosure Document are amended by adding the following:

, provided, however, that to the extent required by Article 33 of the General Business Law of the State of New York, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of GBL Sections 687.4 and 687.5 be satisfied.

6. The “Summary” section of Item 17(d), entitled **Termination by licensee**, of the License Agreement chart in the Disclosure Document is amended by adding the following:

You also may terminate the agreement on any grounds available by law.

7. The “Summary” section of Item 17(j), entitled **Assignment of contract by licensor**, of the License Agreement chart in the Disclosure Document is amended by adding the following:

However, to the extent required by applicable law, we will not make an assignment except to an assignee who, in our good faith judgment, is willing and able to assume our obligations under the agreement.

8. The “Summary” sections of Items 17(v), entitled **Choice of forum**, and 17(w), entitled **Choice of law**, of the License Agreement chart in the Disclosure Document are amended by adding the following:

This choice of law and forum should not be considered a waiver of any right conferred upon you by Article 33 of the General Business Law of the State of New York and the regulations issued thereunder.

NORTH DAKOTA ADDENDUM TO DISCLOSURE DOCUMENT

Notwithstanding anything to the contrary set forth in the Franchise Disclosure Document, the following provisions shall supersede and apply to all franchises offered and sold in the State of North Dakota:

1. The laws of the State of North Dakota supersede any provisions of the License Agreement or New York law if such provisions are in conflict with North Dakota law. The License Agreement will be governed by North Dakota law, rather than New York law, as stated in Section 27.5 of the License Agreement.
2. No statement, questionnaire or acknowledgment signed or agreed to by you in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by us, any franchise seller, or any other person acting on behalf of us. This provision supersedes any other term of any document executed in connection with the franchise.
3. Section 27.6 of the License Agreement (“Punitive Damages”) will be deleted from all License Agreements used in the State of North Dakota.
4. Any provision in the License Agreement which designates jurisdiction or venue or requires the Franchisee to agree to jurisdiction or venue, in a forum outside of North Dakota, will be deleted from License Agreements issued in the State of North Dakota.
5. To the extent required by the North Dakota Franchise Investment Law (unless preempted by the Federal Arbitration Act), mediation and arbitration will be at a site to which we and you mutually agree.
6. No release language set forth in the License Agreement will relieve us or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of North Dakota.
7. Covenants restricting competition in the State of North Dakota may be subject to Section 9-08-06 of the North Dakota Century Code.
8. Section 29.2 of the License Agreement (“Your Acknowledgments”) will be deleted from all License Agreements used in the State of North Dakota.

RHODE ISLAND ADDENDUM TO DISCLOSURE DOCUMENT

Notwithstanding anything to the contrary set forth in the Franchise Disclosure Document, the following provisions shall supersede and apply to all franchises offered and sold in the State of Rhode Island.

ITEM 17 RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

§19-28.1.-14 of the Rhode Island Franchise Investment Act provides that “A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act.”

VIRGINIA ADDENDUM TO DISCLOSURE DOCUMENT

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document for JKN Universe, LLC for use in the Commonwealth of Virginia shall be amended as follows:

Additional Disclosure: The following statements are added to Item 17. H

Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the License Agreement do not constitute “reasonable cause” as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

WASHINGTON ADDENDUM TO THE DISCLOSURE DOCUMENT

Notwithstanding anything to the contrary set forth in the Franchise Disclosure Document, the following provisions shall supersede and apply to all franchises offered and sold in the State of Washington:

1. The following is added to the State Cover Page of the Franchise Disclosure Document as an additional Risk Factor:

FRANCHISOR DOES NOT PROVIDE ANY FORMAL TRAINING FOR RUNNING THE BUSINESS.

2. If any of the provisions in the franchise disclosure document or License Agreement are inconsistent with the relationship provisions of RCW 19.100.180 or other requirements of the Washington Franchise Investment Protection Act, the provisions of the Act will prevail over the inconsistent provisions of the franchise disclosure document and License Agreement with regard to any franchise sold in Washington.
3. In any arbitration involving a franchise purchased in Washington, the arbitration site shall be either in Washington or in a place as mutually agreed upon at the time of the arbitration, or as determined by the arbitrator.
4. A release or waiver of rights executed by a Licensee will not include rights under the Act except when executed pursuant to a negotiated settlement after the License Agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, and rights or remedies under the Act such as a right to a jury trial, may not be enforceable.
5. The State of Washington has a statute, RCW 19.100.180 which may supersede the License Agreement in your relationship with us including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the License Agreement in your relationship with us including the areas of termination and renewal of your franchise.
6. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.
7. The following is added to Item 17(d) of the Franchise Disclosure Document:

You may terminate the License Agreement under any grounds permitted by law.
8. Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

WISCONSIN ADDENDUM TO DISCLOSURE DOCUMENT

Notwithstanding anything to the contrary set forth in the Franchise Disclosure Document, the following provisions shall supersede and apply to all franchises offered and sold in the State of Wisconsin:

1. REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF SECURITIES OF THE STATE OF WISCONSIN.
2. The following will apply to License Agreements in the State of Wisconsin:
 - a. The Wisconsin Fair Dealership Act, Wisconsin Statutes, Chapter 135 will apply to and govern the provisions of License Agreements issued in the State of Wisconsin.
 - b. That Act's requirement, including the requirements that, in certain circumstances, a franchisee receives ninety days' notice of termination, cancellation, nonrenewal or substantial change in competitive circumstances, and sixty days to remedy claimed deficiencies, shall supersede the requirements of Article 18 of the License Agreement to the extent they may be inconsistent with the Act's requirements.

EXHIBIT F
LIST OF LICENSEES

State	State Director(s)	Company Name	Address	Phone Number
Alabama	Paula Miles & Ryan Miles	RPM Productions, Inc.	541 Holley Lake Road,Aiken, SC,29803	803-648-6220
Alaska	Kristina M. Bellamy	Simply Stunning, LLC	1544 Wintergreen Street Anchorage, AK 99508	907-830-3226
Arizona	Britt Powell	Casting Crowns Productions, Inc.	6501 E Greenway Pkwy #103-352 Scottsdale, AZ 85254	602-524-9128
Arkansas	John Vannatta	Vanbros and Associates Inc.	15200 Santa Fe Trail Dr., #201 Lenexa, KS 66219	913-381-7121
California	Kristen Bradford	Crown Diva Productions	472 Green Bay Rd. Winnetka, IL 60093	310-993-4361
Colorado	Craig Heitkamp	Future Productions, LLC	7907 Stafford Trail Savage, MN 55378- 4308	651-222-9650
Connecticut	Barbara Ewald	Ewald Productions,LLC	5201 NW 89th Drive Coral Springs, FL 33067	954-461-4243
Delaware	Vincenza Carrieri-Russo	V&M Productions LLC	PO Box 1693 Hockessin, DE 19707	302-559-1435
District of Columbia	Chelsey Rodgers	Brains & Beauties Productions LLC	6200 N.Capitol St NW, Unit 60255 Washington DC 20039	479-714-7418
Florida	Robin Ross Fleming	Girlbossing Inc.	11924 Forest Hill Blvd 10A-176 Wellington, FL 33414	561-301-1078
Georgia	Kim Greenwood	Greenwood Productions, Inc.	PO Box 682403 Franklin, TN 37068	615-599-2383
Hawaii	Alicia Michioka	New Media Productions LLC	PO Box 11990 Honolulu, HI 96828 583 Kamoku St., #2201, Honolulu, HI 96826	808-384-7659
Idaho	Maureen Francisco	PageantsNW	17404 Meridian E. Ste. F #146 Puyallup, WA 98375	253-709-3650
Illinois	John Vannatta	Vanbros and Associates Inc.	15200 Santa Fe Trail Dr., #201 Lenexa, KS 66219	913-381-7121
Indiana	Jscot Reid	Crown Moxie, LLC	9512 Oakley Dr. Indianapolis, IN 46260	812-528-6170
Iowa	Craig Heitkamp	Future Productions, LLC	7907 Stafford Trail Savage, MN 55378- 4308	651-222-9650
Kansas	John Vannatta	Vanbros and Associates Inc.	15200 Santa Fe Trail Dr., #201 Lenexa, KS 66219	913-381-7121

Kentucky	Melissa Pitchford	Proctor Productions LLC	5801 Harborpoint Dr. Cincinnati, OH 45248	513-779-7745
Louisiana	Paula Miles & Ryan Miles	RPM Productions, Inc.	541 Holley Lake Road, Aiken, SC, 29803	803-648-6220
Maine	Laurie & Anthony Clemente	Clemente Organization, LLC	110 Florence Street, Suite # 203B Malden, MA 02148	781-321-3500
Maryland	Debbie Miller	D&D Investments Inc.	10704 Riverwood Dr. Potomac, MD 20854-1332	301-542-2762
Massachusetts	Laurie & Anthony Clemente	Clemente Organization, LLC	110 Florence Street, Suite # 203B Malden, MA 02148	781-321-3500
Michigan	Melissa Pitchford	Proctor Productions LLC	5801 Harborpoint Dr. Cincinnati, OH 45248	513-779-7745
Minnesota	Craig Heitkamp	Future Productions, LLC	7907 Stafford Trail Savage, MN 55378- 4308	651-222-9650
Mississippi	Kim Greenwood	Greenwood Productions, Inc.	PO Box 682403 Franklin, TN 37068	615-599-2383
Missouri	John Vannatta	Vanbros and Associates Inc.	15200 Santa Fe Trail Dr., #201 Lenexa, KS 66219	913-381-7121
Montana	Lisa Pierce	Limelight Enterprises	PO Box 689, Great Falls, MT 59403	406-366-6175
Nebraska	John Vannatta	Vanbros and Associates Inc.	15200 Santa Fe Trail Dr., #201 Lenexa, KS 66219	913-381-7121
Nevada	Shanna Moakler	Smoak Productions	7732 Stagg Lane Winnetka, CA 91302	310-272-6693
New Hampshire	Glenn Brown	GDB Theatre & Pageant Productions LLC	210 College Street, Suite #110 Burlington, VT 05401	802-846-7995
New Jersey	Cindy Provost	D&D Investments Inc.	10704 Riverwood Dr. Potomac, MD 20854-1332	301-542-2762
New Mexico	Laura Rayborn	Laura's Productions	745 South Mesa Hills, Suite #C and #D El Paso, TX 79912	915-845-2894
New York	Debbie Miller	D&D Investments Inc.	10704 Riverwood Dr. Potomac, MD 20854-1332	301-542-2762
North Carolina	Paula Miles & Ryan Miles	RPM Productions, Inc.	541 Holley Lake Road, Aiken, SC, 29803	803-648-6220
North Dakota	Craig Heitkamp	Future Productions, LLC	7907 Stafford Trail Savage, MN 55378- 4308	651-222-9650

Ohio	Melissa Pitchford	Proctor Productions LLC	5801 Harborpoint Dr. Cincinnati, OH 45248	513-779-7745
Oklahoma	John Vannatta	Vanbros and Associates Inc.	15200 Santa Fe Trail Dr., #201 Lenexa, KS 66219	913-381-7121
Oregon	Maureen Francisco	PageantsNW	17404 Meridian E. Ste. F #146 Puyallup, WA 98375	253-709-3650
Pennsylvania	Melissa Pitchford	Proctor Productions LLC	5801 Harborpoint Dr. Cincinnati, OH 45248	513-779-7745
Rhode Island	Cindy Provost	D&D Investments Inc.	10704 Riverwood Dr. Potomac, MD 20854-1332	301-542-2762
South Carolina	Paula Miles & Ryan Miles	RPM Productions, Inc.	541 Holley Lake Road, Aiken, SC, 29803	803-648-6220
South Dakota	Craig Heitkamp	Future Productions, LLC	7907 Stafford Trail Savage, MN 55378- 4308	651-222-9650
Tennessee	Kim Greenwood	Greenwood Productions, Inc.	PO Box 682403 Franklin, TN 37068	615-599-2383
Texas	Will Henderson	TPG Productions	1127 Eldridge Pkwy, #300-367 Houston, TX 77077	281-493-4100
Utah	Shanna Moakler	SMoak Productions	7732 Stagg Lane Winnetka, CA 91302	310-272-6693
Vermont	Glenn Brown	GDB Theatre & Pageant Productions LLC	210 College Street, Suite #110 Burlington, VT 05401	802-846-7995
Virginia	Kim Nicewonder & JP Satori	Nicewonderful Productions, Inc.	148 Bristol East Road Bristol, VA 24202	276-591-7105
Washington	Maureen Francisco	PageantsNW	17404 Meridian E. Ste. F #146 Puyallup, WA 98375	253-709-3650
West Virginia	Randy Sanders	Sanders & Associates, Inc.	PO Box 2467 Buckhannon, WV 26201	412-980-5003
Wisconsin	Craig Heitkamp	Future Productions, LLC	7907 Stafford Trail Savage, MN 55378- 4308	651-222-9650
Wyoming	Craig Heitkamp	Future Productions, LLC	7907 Stafford Trail Savage, MN 55378- 4308	651-222-9650

State Effective Dates

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

State	Effective Date
California	
Hawaii	
Illinois	
Indiana	
Maryland	
Michigan	
Minnesota	
New York	
North Dakota	
Rhode Island	
South Dakota	
Virginia	
Washington	
Wisconsin	

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

RECEIPT

This disclosure document summarizes certain provisions of the license agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If [IMGJKN](#) Universe, LLC offers you a license, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the licensor or an affiliate in connection with the proposed license sale or grant.

New York and Rhode Island require that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the license or other agreement or the payment of any consideration that relates to the license relationship.

Michigan requires that we give you this disclosure document at least 10 business days before the execution of any binding license or other agreement or the payment of any consideration, whichever occurs first.

If [IMGJKN](#) Universe, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580 and the state agency listed on Exhibit C.

The licensor is [IMGJKN](#) Universe, LLC, located at ~~1370 Avenue of the Americas, New York, New York 10019~~[818 Moo 2 Soi Bearing 19 Tambon Samrong Nuea Mueang Samut Prakan, District, Samut Prakan 10270, Thailand](#). Its telephone number is ~~(212) 373-4999~~[917-833-0754](#).

Issuance date: ~~March 13~~[June 28, 2020](#)~~2023~~.

The franchise seller for this offering is ~~Carlos Fernandez~~[Mireya Martinez](#), [IMGJKN](#) Universe, LLC, ~~1370 Avenue of the Americas~~[108 First Ave, Box 429](#), New York, ~~New York 10019~~, ~~(212) 373-4999~~[NY 10009, 917-833-0754](#).

[IMGJKN](#) Universe, LLC authorizes the respective state agencies identified on Exhibit D to receive service of process for it in the particular state.

I received a disclosure document dated ~~March 13~~[June 28, 2020](#)~~2023~~ that included the following Exhibits:

Exhibit A License Agreement and Related Materials

~~Rider~~

~~State Addenda to the License Agreement~~

~~Exhibit A—Schedule of Proprietary Marks~~

~~Exhibit B—Confidentiality Agreement/Covenant Not to Compete~~

Exhibit B Financial Statements

Exhibit C State Franchise Administrators

Exhibit D Agents for Service of Process

Exhibit E State Addenda to Disclosure Document
Exhibit F List of Licensees
Exhibit G Receipts

Dated: _____

PROSPECTIVE FRANCHISEE:

If a corporation or other business entity

If an individual:

(Name of Entity)

(Signature)

By: _____

(Print Name)

Its _____
(Title)

(Signature)

(Print Name)

(Print Name)

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By: _____

(Print Name)

Its _____
(Title)

(Signature)

(Print Name)

(Print Name)