

**THIS AGREEMENT IS ONLY TO BE USED FOR
SPONSORS WITH A BUSINESS NOT INVOLVING
BOWLING BALLS, BOWLING SHOES OR BOWLING
ACCESSORIES**


**A COPY OF THIS AGREEMENT SIGNED BY PLAYER
AND SPONSOR MUST BE PROVIDED TO BOWLERO**

SPONSORSHIP AND PRODUCT REGISTRATION AGREEMENT

This **SPONSORSHIP AND PRODUCT REGISTRATION AGREEMENT** (the “Agreement”), dated as of the Effective Date (as defined below) sets forth the terms and conditions relating to the agreement between the undersigned (“Sponsor” or “Registrant”), Bowlero Sports and Entertainment Holdings, LLC (together with its affiliates, and successors and assigns, “Company”) and the undersigned bowling player participating at one or more Sponsor organized bowling tournaments (“Player”). This Agreement supersedes all prior or contemporaneous understandings, agreements, discussions or negotiations, whether written or oral, concerning the subject matter of this Agreement. In consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the Terms and Conditions attached hereto and the terms on this cover page.

The following defined terms have the meanings ascribed to them below:

Effective Date:	January 1 of the calendar year in which this Agreement is signed by all parties
Expiry Date:	<p>Please check one of the following:</p> <p><input type="checkbox"/> December 31, 2020</p> <p><input type="checkbox"/> December 31, 2021</p> <p><input type="checkbox"/> December 31, 2022</p> <p><input type="checkbox"/> December 31, 2023</p> <p><input type="checkbox"/> December 31, 2024</p> <p>Other: _____</p>
Sponsor Name:	<i>[insert Sponsor name appearing on Player t-shirt]</i>

<p>Sponsor Benefit:</p>	<p>Please mark an "X" next to placement of logo on Player's t-shirt</p>  <p>Sponsor is permitted to place its Sponsor Name as a logo or name mark on the position described above on all bowling matches held by Sponsor which Player participates during the Term of this Agreement. Placement location, dimensions, style and features of the logo is subject to and subordinate to sponsorship rights and benefits afforded to Priority Sponsors (i.e., Priority Sponsors have priority over placement and positioning) and the prior written approval of Company. While reasonable efforts will be used to accommodate this Sponsor Benefit, it cannot be guaranteed. The Company will notify Sponsor if changes are required to accommodate Priority Sponsors. If Sponsor is not satisfied with such change, its sole and exclusive remedy is to terminate this Agreement. "Priority Sponsors" are those sponsors who have executed an effective Sponsorship and Product Registration Agreement with Company in the registered categories of bowling ball, bowling shoes and bowling accessories.</p>
<p>Player Fee:</p>	<p>\$ _____ <i>[insert fee above]</i></p> <p>Sponsor shall pay the Player Fee to Player within three (3) days after the Effective Date of this Agreement by check delivered to the address of Player set forth underneath its signature below.</p>
<p>Company Fee:</p>	<p>5% of the Player Fee</p> <p>Sponsor shall pay the Company Fee to Company within three (3) days after the Effective Date of this Agreement by check delivered and made payable to:</p> <p style="text-align: center;">Bowlero Sports and Entertainment Holdings, LLC 222 West 44th Street, New York, NY 10036 attn: Sponsor Fees</p> <p>If Company Fee is not received by Company within 3 days after the Effective Date, this Agreement is automatically void, terminated and cancelled.</p>

In witness whereof, the undersigned hereby have executed this Agreement as of the Effective Date.

Bowlero Sports and Entertainment Holdings, LLC

Sponsor: _____
[insert name of Sponsor]

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name signer: _____
Address: _____
Email: _____
Date: _____

Player signature:

Player name:
Player address:
Date:

Terms and Conditions

1. SPONSOR BENEFITS. Sponsor agrees to purchase from Company, and Company agrees to provide to Sponsor, the Sponsor Benefits subject to the terms and conditions of this Agreement. Nothing contained herein shall constitute a guarantee or warranty by Company as to the results to be achieved, measurement of success, or minimum or anticipated level of profits, revenue or sales which Sponsor may receive as a result of or arising from the Sponsor Benefits.

2. TERM AND TERMINATION. The term of this Agreement shall commence as of the Effective Date and shall continue until the Expiry Date, unless sooner terminated in accordance with the terms herein ("Term"). Each party may terminate this Agreement upon a breach by the other party of its obligations hereunder which remains uncured for 30 days after delivery of written notice thereof. In addition, Company shall have the right at any time to terminate this Agreement upon occurrence of any act taken by Sponsor that may impair, injure or damage the business, goodwill, property, reputation or standing of Company or its affiliates (or any of their officers, customers, vendors, personnel, representatives or principals), including conviction of, or plea of guilty or nolo contendere with respect to, any felony, or of any lesser crime involving fraud, misrepresentation or misappropriation of property, crime of moral turpitude, or obscenity. Company may terminate this Agreement if Sponsor or its Sponsor Benefit is in conflict with another sponsor or Priority Sponsor in which case its sole and exclusive remedy is a refund of the pro rata portion of the Fees for the unused portion of the Term.

3. COMPENSATION. Company shall be entitled to receive, and Sponsor shall pay Company, the Company Fee. Player shall be entitled to receive, and Sponsor shall pay Player, the Player Fee (together with the Company Fee, the "Fee"). The Fee shall be a nonrefundable and noncancelable obligation payable without demand or set off and is due immediately upon Sponsor signing this Agreement. Neither party shall be responsible for the costs or expenses incurred by the other party in connection with this Agreement. Sponsor shall also pay any sales tax, use tax, gross receipts tax, service tax or other tax (other than Company's income tax or taxes attributable to personnel) imposed in connection with any Sponsor Benefits or payments hereunder which amounts will be added to the payment of Fees hereunder.

4. INDEPENDENT CONTRACTOR. Company shall be an independent contractor with respect to Sponsor and not an employee, partner or in joint venture with Sponsor. Neither party nor anyone acting on its behalf shall be deemed an agent, employee, joint employee or servant of the other party. Neither party nor anyone acting on its behalf shall have any right to act on behalf of or bind the other party for any purpose. Sponsor shall be responsible for all risks incurred in the operation of Sponsor's business.

5. MAKE GOOD REPLACEMENT. The Sponsor Benefits are personal in nature to Sponsor and may not be assigned, transferred or hypothecated by Sponsor to another party. Company may notify Sponsor of a proposed modification or change to a Sponsor Benefit with prior written notice to Sponsor. Within five (5) days after receiving such notice, Sponsor shall notify Company in writing if Sponsor desires to reject such proposed modified or changed Sponsor Benefit in which case its sole and exclusive remedy is to terminate this Agreement and a refund of the pro rata portion of the Fees for the unused portion of the Term. If Company does not receive Sponsor's notification of rejected Sponsor Benefit within such 5 day period, such proposed modified or changed Sponsor Benefit shall be deemed accepted and agreed by Sponsor and shall constitute a "Sponsor Benefit" hereunder.

6. FORCE MAJEURE. Except for Sponsor's obligation to pay the Fee hereunder, neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond the non-performing party's reasonable control and without such party's fault or negligence, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, acts of terrorism, riots, insurrections, fires, explosions, earthquakes, floods, loss of power, strikes or lockouts ("Force Majeure"). For the avoidance of doubt and clarification, any changes in the global, national or local economy shall not under any circumstances be considered a Force Majeure condition and therefore not be a reason for Sponsor's failure to perform under this Agreement. If any Force Majeure condition affects Company's ability to perform its obligations set forth hereunder, Company will notify Sponsor, and Company will offer make-good benefits in lieu of the Sponsor Benefit(s) not received by Sponsor due to the Force Majeure condition ("Make-Good Benefits"). Until such time as the Make-Good Benefits are agreed upon, Sponsor will continue to pay the Fees hereunder.

7. SPONSOR IP. To the extent that any of the Sponsor Benefits include Sponsor's name, likeness, logos, trademarks, service marks, colors, copyrights, trade names, image, picture, trade dress, slogans, emblems, logo types, insignia, designs, mascots and other intellectual property, property, or moral rights of Sponsor ("Sponsor IP"), Sponsor unconditionally and forever hereby grants to Company and its employees, contractors, agents, licensees and assigns the irrevocable, worldwide, royalty-free, unconditional and perpetual right and license: (a) to make audio, photograph, video, fixed works, or other recordings (collectively, "recordings") of Sponsor IP in connection with the Sponsor Benefits and inclusion thereof within any Company property or business, including any bowling tournament or activity; and (b) to edit, make derivative works from, copy, televise, distribute, exploit, broadcast, use and/or transmit the Sponsor IP and such recordings in all

manners, formats and media now known or hereafter devised throughout the universe in perpetuity in such manner and to such extent as Company deems appropriate in connection with the Sponsor Benefits and inclusion thereof within any Company property or business, including any bowling tournament or activity.

8. RECORDINGS. All rights of every kind in such recordings in all manners, formats and media now known or hereafter devised (including without limitation all copyrights therein and all renewals, extensions and restorations of said copyrights), shall be solely owned throughout the universe in perpetuity by Company. The rights herein granted include, without limitation, all television rights, theatrical rights, home video and DVD rights, interactive cable rights, internet site rights, so-called "wireless" and mobile device rights (e.g., iPod, cellular phone, ringtones, mp3 player), digital distribution rights (e.g. streaming and download), computer-assisted media rights (including, without limitation, CD-ROM, CD-I, and other similar disc systems), and rights relating to any other devices or methods now existing or hereafter devised, with respect to the use of Sponsor IP in and in connection with the Sponsor Benefits, Company property or business, and any derivative works thereof. All rights (including ownership and intellectual property rights) to such recordings are reserved in Company and are assignable, transferable and sublicensable. The Company has sole discretion to use or not use any such recordings without notice. Sponsor is not entitled to any proceeds, compensation, royalties, or other payment resulting from such recordings, Company business or otherwise in connection with Company or its assignees usage rights hereunder whatsoever. Any such recordings publicly distributed shall be subject to the Company sole and exclusive discretion. Sponsor further agrees that Company may use all or any part of the recording, and may alter or modify it, regardless of whether or not Sponsor IP is recognizable. Sponsor represents and warrants that (i) there are (and will be) no restraints or limitations upon Company's usage rights granted herein; and (ii) there are no third party agreements or arrangements preventing participant from entering into and carrying out the obligations contemplated under this Agreement nor from granting Company the rights and benefits set forth herein.

9. SPONSORSHIP MATERIALS APPROVAL. Company has the right to approve the design, layout, format and content of all Sponsor IP included in any Sponsor Benefit, and may disapprove any Sponsor IP that fails to conform to quality advertising, is in poor taste, or is otherwise objectionable as determined by Company in its reasonable discretion. Sponsor is responsible for timely submitting to Company its creative, works, advertisements, graphics, LED designs, video-board features, Internet displays and/or any other materials which depicts, contains, or captures the Sponsor IP to be included in a Sponsor Benefit ("Sponsorship Materials"). Sponsorship Materials (whether provided by Sponsor or on its behalf) are subject to Company's approval, which approval shall not constitute approval as to conformity with any federal, state or local laws or regulations. If, by the deadline date (which Company will provide Sponsor a reasonable period of time (but in any event at least five (5) days) prior to the last day when such Sponsorship Materials are required to be finalized), Company has not received from Sponsor its applicable Sponsorship Materials for inclusion as part of the Sponsor Benefits, or if, after the deadline date, Sponsor submits to Company copy corrections of applicable Sponsorship Materials, then Company will use its best efforts to include such Sponsorship Materials (or corrected Sponsorship Materials) but will not be obligated to include Sponsorship Materials (or corrected Sponsorship Materials, as the case may be). Company's failure to include Sponsorship Materials (or corrected Sponsorship Materials) due to Sponsor's failure to meet the deadline date, however, in no way will relieve Sponsor of any of its obligations and duties under this Agreement, including its obligation to submit payments in full. Sponsor represents and warrants that it has and will maintain all consents, rights, licenses, approvals, authorizations and permits necessary for it to deliver the Sponsor Materials (including the Sponsor IP) to Company and that it owns or has the unconditional license to use the Sponsor IP for purposes of this Agreement and the rights it is conferring to Company. Sponsor is solely responsible for, at its sole cost, the creation, design, development and production of all Sponsor IP and Sponsorship Materials, and any tools, equipment, video, machinery, materials, software, hardware, utilities, resources, supplies, know how, personnel, labor, or talent charges in connection therewith.

10. INDEMNIFICATION. Sponsor agrees to indemnify and defend, Company, its affiliates, and their personnel, agents, representatives, directors, owners, managers, officers, vendors, and customers ("Company Indemnitee") and hold them harmless from and against any and all claims, actions, costs, proceedings, investigations, lawsuits, demands, disputes, liabilities, losses, penalties, charges, damages and expenses, including reasonable attorneys' fees and costs of suit, arising out of (1) any breach of this Agreement by Sponsor; (2) any claim that any Sponsor IP infringes, misappropriates, violates, trespasses, contravenes or breaches any third party's copyright, trademark, trade secret, service mark, patent or intellectual property right, proprietary right or the use thereof constitutes unauthorized or misappropriated use; (3) negligence or willful misconduct of Sponsor; (4) any personal property damage or bodily injury caused by Sponsor; and (5) violations by Sponsor of applicable law.

11. EQUITABLE REMEDIES. In the event of a breach or threatened breach by Sponsor (including any of Sponsor's employees, agents or anyone with implied authority to represent Sponsor) of the covenants contained herein, Company shall be entitled to seek appropriate equitable relief against Sponsor (including its employees and agents) from such breach or threatened breach, including but not limited to a temporary restraining order. Nothing contained herein shall be construed to prohibit Company from pursuing any other remedies available to it for such breach or threatened breach, including recovery of damages

from Sponsor. Sponsor's sole and exclusive remedy for a breach under this Agreement shall be limited to monetary relief and not injunctive or equitable remedies.

12. ASSIGNMENT. Sponsor may not assign this Agreement. Sponsor agrees that this Agreement shall be binding upon Sponsor, Sponsor's employees, agents, heirs, executors, administrators and/or permitted assigns, and shall inure to the benefit of Company, its successors and assigns.

13. AMENDMENT, WAIVER. This Agreement may be amended, modified, superseded, canceled, renewed, or extended, and the terms hereof may be waived, only by a written instrument executed by Company. The failure of any party at any time or times to require performance of any provision hereof shall in no manner affect the right at a later time to enforce the same. No waiver by any party of the breach of any term or covenant contained in this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of any such breach, or a waiver of the breach of any other term or covenant contained in this Agreement. Company may change or modify the terms of this Agreement with prior notice to Sponsor and Player. Within five (5) days after receiving such notice, Sponsor/Player shall notify Company in writing if Sponsor/Player desires to reject such change or modification in which case its sole and exclusive remedy is to terminate this Agreement and a refund of the pro rata portion of the Fees for the unused portion of the Term. If Company does not receive Sponsor's/Player's notification of rejected change or modification within such 5 day period, such proposed modification or change shall be deemed accepted and agreed by all parties hereunder.

14. NO STRICT CONSTRUCTION; ENTIRE AGREEMENT. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any party. This Agreement constitutes the entire agreement between the parties with respect to the subject matter contained herein, superseding all previous agreements pertaining to such subject matter. All prior agreements, representations, statements, negotiations, understandings, and undertakings pertaining to the matters herein are superseded hereby.

15. GOVERNING LAW; EXHIBITS. This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Sponsor and Company consent to the exclusive jurisdiction and venue of the state and federal courts located in the State of New York. Exhibits and schedules referred to in this Agreement and attached hereto, are integral parts of this Agreement and are incorporated herein by this reference.

16. VALIDITY AND ENFORCEABILITY; HEADINGS. If any provision of this Agreement, or part thereof, shall be declared invalid, illegal or unenforceable, such provision or part thereof shall be severed and all remaining provisions shall continue in full force and effect. Headings contained in this Agreement are inserted for convenience only and are not intended to have any substantive significance in interpreting this Agreement.

17. COMPLIANCE WITH LAWS. Sponsor agrees to comply with all applicable all applicable federal, state, local, municipal, foreign or other law, statute, constitution, principle of common law of any governmental and administrative authority applicable to Sponsor's business and operations.

18. NOTICES. All notices or other communications hereunder shall be in writing and shall be (a) delivered personally, or (b) delivered by a reputable overnight courier, or (c) solely to Sponsor, by email, to the following: To Company: 222 West 44th Street, New York, New York 10036, Attn: Legal Department; and to Sponsor: At the address and email below his signature.

19. EXECUTION; BENEFICIARIES. This Agreement shall not be effective unless and until it is duly executed by an authorized representative of Company. The rights and remedies provided by this Agreement are cumulative, and the exercise of any right or remedy by either party hereto (or by its successor), whether pursuant to this Agreement, to any other agreement, or to law, shall not preclude or waive its right to exercise any or all other rights and remedies. Except as expressly set forth herein, nothing contained herein shall be construed or is intended to give any person, other than the parties named herein, any legal or equitable rights or remedies in respect of or under this Agreement. Wherever used herein, a pronoun in the masculine gender shall be considered as including the feminine gender unless the context clearly indicates otherwise.

20. EFFECT OF AGREEMENT. This Agreement shall be deemed effective as of the date first written above. Nothing contained herein shall constitute an exclusive engagement or delivery of Sponsor Benefits. Nothing in this Agreement shall limit in any manner Company's rights to grant advertising, sponsorship, marketing, or promotional rights of any kind to any other person or entity for any product or service, whether or not competitive with Sponsor.

21. EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES STATED IN THIS AGREEMENT, COMPANY MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. COMPANY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON-INFRINGEMENT. TO THE

EXTENT PERMITTED BY LAW, NEITHER PARTY WILL, UNDER ANY CIRCUMSTANCES, BE LIABLE TO THE OTHER PARTY FOR INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES, OR FOR LOST PROFITS OR LOSS OF BUSINESS ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF THE PARTY IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. TO THE EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES WILL EITHER PARTY'S TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNTS PAID BY SPONSOR UNDER THIS AGREEMENT DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE DATE OF THE EVENT GIVING RISE TO THE CLAIM. HOWEVER, THE ABOVE LIMITATIONS WILL NOT LIMIT INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT.

22. SURVIVAL. Upon termination of this Agreement for any reason, the terms and conditions set forth in Sections 6 through 22 shall survive.