

# MASTER JOINT VENTURE AGREEMENT

## 1. PARTIES

**1.1** This Master Joint Venture Agreement (this "Agreement") is entered into as of \_\_\_\_\_, by and among the following parties (each a "Party" and collectively, the "Parties"):

**1.2** Euro Car – Trust Automotive Group, a corporation organized and existing under the laws of the State of California, with its principal place of business at \_\_\_\_\_, Costa Mesa, CA \_\_\_\_\_ ("Euro Car" or "Anchor Partner").

**1.3** AIV Holdings, a corporation organized and existing under the laws of the State of \_\_\_\_\_, with its principal place of business at \_\_\_\_\_ ("Operator").

**1.4** \_\_\_\_\_, an individual residing at \_\_\_\_\_ ("Performance Partner").

**1.5** Rally Club, a \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_, with its principal place of business at \_\_\_\_\_ ("Rally Club").

## 2. RECITALS

**2.1** WHEREAS, the Parties desire to establish a master execution and revenue-sharing framework for the Rally Club 2026 National Rally, Track & Destination platform (the "Platform");

**2.2** WHEREAS, Euro Car, as the Anchor Partner, will serve as the primary brand anchor for the Platform;

**2.3** WHEREAS, AIV Holdings, as the Operator, will act as the Platform Architect and Operator, responsible for platform operations, event production, membership management, media and artificial intelligence execution;

**2.4** WHEREAS, the Performance Partner will provide racing leadership and track programming for the Platform;

**2.5** WHEREAS, Rally Club will serve as the platform brand and management entity for the Platform;

**2.6** WHEREAS, the Parties intend to define roles, exclusivity scope, timelines tied to national TV distribution windows, and deliverables tied to execution and membership activation for the Platform;

**2.7** WHEREAS, the Platform contemplates revenue streams from core paid memberships, track event upsells, multi-day rallies, commercial media inventory, sponsorships, merchandise, and loyalty programs;

**2.8** WHEREAS, the membership targets for 2026 include 1,500 total members, approximately 125 per chapter, with membership tiers consisting of VIP Black Card at \$2,500 per member and Platinum at \$1,500 per member, with a modeled mix of 70% Black Card and 30% Platinum, resulting in a weighted average fee of approximately \$2,200 per member, and modeled gross membership revenue of \$3,300,000;

**2.9** WHEREAS, the operating cost model allocates 36% of gross revenue to operating costs, amounting to \$1,188,000, resulting in core membership EBITDA of \$2,112,000 from the membership layer only;

**2.10** WHEREAS, the rally-to-race track events project an average upsell of \$2,600 per participant, average attendance of 200 cars per event, six events per year, annual track revenue of \$3,120,000, a margin of 50%, and track event EBITDA of \$1,560,000;

**2.11** WHEREAS, the multi-day rallies project an average fee of \$4,000 per participant, an EBITDA margin of 45%, and illustrative per-event EBITDA ranging based on participation levels of 250 participants, 350 participants, or 450 participants;

**2.12** WHEREAS, commercial inventory provides that Rally Club retains up to 50% of national commercial inventory across long-form and episodic programming, with minimum modeled commercial revenue of \$250,000 annually;

**2.13** WHEREAS, sponsorships project minimum modeled sponsorship revenue of \$250,000 annually, including title event sponsorship, category exclusivity, track and destination branding, and media placements;

**2.14** WHEREAS, national TV distribution targets secured windows on networks including FS1, FS2, MAVTV, FanDuel Sports Network, beIN SPORTS in the United States and internationally, with conservative annual broadcast impressions of 6,000,000 to 12,000,000 and digital amplification of 5,000,000 to 10,000,000, for total impressions of 11,000,000 to 22,000,000;

**2.15** WHEREAS, the projected consolidated year-one EBITDA on a conservative basis ranges from \$5,070,000 to \$5,570,000, broken down across memberships, track events, multi-day rallies, commercial inventory, and sponsorships;

**2.16** WHEREAS, the conservative valuation range is at 4 times to 5 times EBITDA, approximately \$21,300,000 to \$26,600,000 using the modeled EBITDA;

**2.17** WHEREAS, early joint venture entry economics indicate payback in less than 90 days under modeled assumptions, with proposed capital participation at greater than 95% discount to intrinsic value on conservative book assumptions;

**2.18** WHEREAS, the AI execution and CRM activation focus on converting Euro Car CRM and partner databases into paid memberships, automating outreach, enrollment, payment, and upsell, and eliminating manual CRM bottlenecks, using AI voice broadcasts, SMS and email automation, multi-step drip campaigns, event calls to action, and RSVP and payment routing, with outreach beginning immediately post-letter of intent execution and full database saturation by March 31, 2026, targeting 500 or more members confirmed for the June flagship rally;

**2.19** WHEREAS, the Parties now enter into this Agreement to effectuate the foregoing intentions.

### **3. DEFINITIONS**

**3.1** "Platform" means the Rally Club 2026 National Rally, Track & Destination platform, including all related events, memberships, media, and operations as described in the Recitals.

**3.2** "EBITDA" means earnings before interest, taxes, depreciation, and amortization, calculated in accordance with generally accepted accounting principles.

**3.3** "Revenue Streams" means core paid memberships, track event upsells, multi-day rallies, commercial media inventory, sponsorships, merchandise, and loyalty programs generated by the Platform.

**3.4** "Confidential Information" means all non-public information disclosed by one Party to another Party relating to the Platform, business operations, financials, or this Agreement.

**3.5** "Force Majeure Event" means any event beyond a Party's reasonable control, including acts of God, war, terrorism, pandemics, or governmental actions.

**3.6** "Intellectual Property" means all patents, trademarks, copyrights, trade secrets, and other intellectual property rights related to the Platform.

### **4. TERM**

**4.1** This Agreement shall commence on the Effective Date and continue for an initial term of five (5) years (the "Initial Term"), unless earlier terminated in accordance with Section 14.

**4.2** This Agreement shall automatically renew for successive one (1) year periods (each a "Renewal Term") unless a Party provides written notice of non-renewal at least ninety (90) days prior to the end of the then-current term.

### **5. OBLIGATIONS**

**5.1** Euro Car, as Anchor Partner, shall serve as the primary brand anchor for the Platform, including providing branding support, CRM data access for membership conversion, and marketing commitments to achieve the targeted 1,500 members.

**5.2** AIV Holdings, as Operator, shall be responsible for platform operations, event production for six track events and multi-day rallies, membership management, media execution, artificial intelligence implementation for CRM activation, and achieving the modeled revenue targets.

**5.3** The Performance Partner shall provide racing leadership, track programming, and marketing support as a former NASCAR driver to enhance event attendance and upsell participation.

**5.4** Rally Club shall manage the platform brand, oversee commercial inventory retention of up to 50% for national programming, and coordinate sponsorship categories including title events, category exclusivity, track and destination branding, and media placements.

**5.5** Each Party shall use commercially reasonable efforts to meet membership targets of 1,500 total members, with 70% in VIP Black Card tier at \$2,500 and 30% in Platinum tier at \$1,500, and to secure national TV distribution windows on FS1, FS2, MAVTV, FanDuel Sports Network, and beIN SPORTS.

**5.6** The Operator shall implement AI execution stack including voice broadcasts, SMS and email automation, multi-step drip campaigns, event calls to action, and RSVP and payment routing, commencing outreach immediately post-letter of intent and achieving full database saturation by March 31, 2026, targeting 500 or more members for the June flagship rally.

**5.7** The Parties shall form a management committee consisting of one representative from each Party to oversee budgeting, expense allocation, operating cost caps at 36% of gross revenue, reporting, and key performance indicators including membership activation and event attendance.

## **6. PAYMENT AND CAPITAL CONTRIBUTIONS**

**6.1** Initial Capital: Euro Car shall pay \$125,000 to the Operator upon execution of this Agreement or the related letter of intent.

**6.2** Deferred Capital: Euro Car shall contribute an additional \$125,000, to be sourced from the first 90 days of membership revenue, with the mechanism and waterfall for such contribution defined as follows: the deferred amount shall be deducted pro rata from net membership revenue after operating costs, until fully funded.

**6.3** Capital contributions shall be used for Platform operations, event production, and marketing, with accounting and audit rights granted to each Party to review usage quarterly.

**6.4** All payments shall be made via wire transfer to the account designated by the recipient Party, net of any applicable taxes.

## **7. REVENUE SHARING**

**7.1** Revenue from core paid memberships shall be allocated as follows: 40% to Operator for operations, 30% to Anchor Partner for branding support, 15% to Performance Partner for programming, 10% to Rally Club for brand management, and 5% reserved for contingencies, after deducting operating costs at 36% of gross membership revenue.

**7.2** Revenue from track event upsells, projecting \$3,120,000 annually from six events at \$2,600 average upsell and 200 cars per event, shall be shared 45% to Operator, 25% to Anchor Partner, 15% to Performance Partner, 10% to Rally Club, and 5% to contingencies, with 50% margin applied after costs.

**7.3** Revenue from multi-day rallies, at \$4,000 average fee and 45% EBITDA margin, shall be allocated 50% to Operator, 20% to Anchor Partner, 15% to Performance Partner, 10% to Rally Club, and 5% to contingencies, scaled by participation levels of 250, 350, or 450 participants per event.

**7.4** Commercial media inventory revenue, minimum \$250,000 annually from 50% retention across programming, shall be shared 40% to Rally Club, 30% to Operator, 15% to Anchor Partner, 10% to Performance Partner, and 5% to contingencies.

**7.5** Sponsorship revenue, minimum \$250,000 annually from title events, category exclusivity, track and destination branding, and media placements, shall be allocated 35% to Rally Club, 30% to Operator, 20% to Anchor Partner, 10% to Performance Partner, and 5% to contingencies.

**7.6** Revenue from merchandise and loyalty programs shall follow the same allocation as core memberships under Section 7.1.

7.7 Distributions shall be made quarterly, after reconciliation of Revenue Streams, with each Party entitled to audit rights to verify calculations.

## **8. EXCLUSIVITY**

**8.1** Anchor Partner Exclusivity: Euro Car shall have anchor-level exclusivity in the automotive category for the Platform within the United States territory during the Initial Term, locking timelines and TV distribution windows.

**8.2** The exclusivity scope includes prohibiting direct competitors from similar partnerships, with duration matching the Initial Term and any Renewal Terms, and territory limited to the United States unless expanded by mutual agreement.

**8.3** Each Party agrees to non-circumvention and non-solicitation clauses, prohibiting direct dealings with the other Parties' contacts or bypassing the Platform for similar opportunities during the Term and for two (2) years thereafter.

## **9. CONFIDENTIALITY AND INTELLECTUAL PROPERTY**

**9.1** Confidentiality: Each Party shall maintain the Confidential Information of the other Parties in strict confidence, using it only for the purposes of this Agreement, and shall not disclose it to third parties without prior written consent, except as required by law.

**9.2** The obligations of confidentiality shall survive termination of this Agreement for a period of five (5) years.

**9.3** Intellectual Property Ownership: The Operator shall own all Intellectual Property created in connection with platform operations, event production, and AI execution, subject to a non-exclusive license granted to the other Parties for use in the Platform.

**9.4** Rally Club shall own trademarks and brand elements of the Platform, with all Parties granted a royalty-free license for promotional use.

**9.5** Each Party retains ownership of its pre-existing Intellectual Property and grants the others a limited license for integration into the Platform.

**9.6** Commercial inventory control and monetization rights for media shall be managed by Rally Club, with revenues shared as per Section 7.

## **10. WARRANTIES**

**10.1** Each Party warrants that it has the full right and authority to enter into this Agreement and perform its obligations hereunder.

**10.2** Each Party warrants that its contributions to the Platform, including branding, programming, and operations, will not infringe any third-party rights.

**10.3** The Operator warrants that the financial projections and models provided in the Recitals are based on reasonable assumptions, subject to due diligence verification.

**10.4** All warranties shall be ongoing during the Term.

## **11. LIABILITY AND INDEMNIFICATION**

**11.1** Limitation of Liability: No Party shall be liable to another Party for any indirect, incidental, consequential, or punitive damages arising out of this Agreement, except for gross negligence or willful misconduct.

**11.2** Each Party shall indemnify, defend, and hold harmless the other Parties from any claims, losses, or damages arising from its breach of this Agreement, negligence, or violation of law, including third-party claims related to its contributions to the Platform.

**11.3** The Parties shall maintain insurance coverage appropriate for their roles, including general liability and event-specific insurance, with minimum limits of \$1,000,000 per occurrence.

## **12. TERMINATION**

**12.1** Termination for Cause: Any Party may terminate this Agreement upon thirty (30) days' written notice if another Party materially breaches its obligations and fails to cure such breach within the notice period.

**12.2** Termination for Convenience: Any Party may terminate this Agreement for convenience upon ninety (90) days' written notice after the first year of the Initial Term.

**12.3** Upon termination, the Parties shall wind down operations, distribute remaining assets pro rata based on capital contributions, and cease use of Confidential Information and Intellectual Property except as licensed.

**12.4** Sections 9 (Confidentiality and Intellectual Property), 11 (Liability and Indemnification), and 17 (Governing Law) shall survive termination.

## **13. DISPUTE RESOLUTION**

**13.1** Any disputes arising out of this Agreement shall first be addressed through good faith negotiations among the management committee representatives.

**13.2** If unresolved, disputes shall be submitted to binding arbitration in accordance with the rules of the American Arbitration Association in Orange County, California.

**13.3** The prevailing Party in any dispute shall be entitled to recover reasonable attorneys' fees and costs.

## **14. CONDITIONS PRECEDENT**

**14.1** This Agreement is subject to the following conditions precedent: execution of the related letter of intent, anchor commitments from Euro Car, securing TV distribution windows, and finalization of production schedules.

## **15. REPORTING AND KPIS**

**15.1** The Operator shall provide quarterly reports to the management committee on revenue, expenses, membership activation, event attendance, and progress toward KPIS including 1,500 members and minimum sponsorship revenue of \$250,000.

**15.2** Remedies for missed targets include adjusted revenue sharing or additional capital calls, as determined by majority vote of the management committee.

**15.3** Marketing obligations of the Anchor Partner include targeted campaigns to achieve 500+ members by the June flagship rally.

## **16. GOVERNING LAW**

**16.1** This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws principles.

**16.2** Any legal action not subject to arbitration shall be brought exclusively in the state or federal courts located in Orange County, California.

## **17. FORCE MAJEURE**

**17.1** No Party shall be liable for failure to perform its obligations hereunder if such failure results from a Force Majeure Event.

**17.2** The affected Party shall notify the others promptly of the Force Majeure Event and use reasonable efforts to mitigate its effects.

17.3 If a Force Majeure Event continues for more than ninety (90) days, any Party may terminate this Agreement upon written notice.

## 18. ENTIRE AGREEMENT

18.1 This Agreement, together with any schedules or exhibits attached hereto, constitutes the entire agreement between the Parties and supersedes all prior agreements, understandings, or negotiations regarding the subject matter hereof.

18.2 No amendment or waiver shall be effective unless in writing and signed by all Parties.

## 19. NOTICES

19.1 All notices under this Agreement shall be in writing and delivered personally, by certified mail, or by email with confirmation, to the addresses specified below or as otherwise updated in writing.

19.2 Anchor Partner Notice Details: Euro Car – Trust Automotive Group, Attn: \_\_\_\_\_, Address: \_\_\_\_\_, Email: \_\_\_\_\_, Copy to (optional): \_\_\_\_\_.

19.3 Operator Notice Details: AIV Holdings, Attn: \_\_\_\_\_, Address: \_\_\_\_\_, Email: \_\_\_\_\_, Copy to (optional): \_\_\_\_\_.

19.4 Performance Partner Notice Details: \_\_\_\_\_, Attn: \_\_\_\_\_, Address: \_\_\_\_\_, Email: \_\_\_\_\_, Copy to (optional): \_\_\_\_\_.

19.5 Rally Club Notice Details: Rally Club, Attn: \_\_\_\_\_, Address: \_\_\_\_\_, Email: \_\_\_\_\_, Copy to (optional): \_\_\_\_\_.

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

**FOR EURO CAR – TRUST AUTOMOTIVE GROUP**

Name:

---

Title:

---

Date:

---

Signature:

---

**FOR PERFORMANCE PARTNER**

Name:

---

Date:

---

Signature:

---

**FOR AIV HOLDINGS**

Name:

---

Title:

---

Date:

---

Signature:

---

**FOR RALLY CLUB**

Name:

---

Title:

---

Date:

---

Signature:

---

^^