Settlement, Licensing, Product Transfer, and Non-Disparagement Agreement

This Agreement is made and entered into by and between Kenny McKee ("Creator") and Humble Performance ("Company"),
represented by Alex Pagan, on this 22 day of August, 2025.

1. SEVERANCE

Amount. Company agrees to pay Creator $14,000 in severance compensation, calculated as 14 weeks at $1,000 per week.

Payment Schedule. Payment shall be made in equal weekly installments of $777.77, due every Tuesday beginning August 25, 2025, and continuing for 18 weeks.

Payment Method. Payments shall be made by ACH transfer, certified check, or cash. Cash payments must be contemporaneously documented in writing and signed by both parties.

Default / Acceleration. If any installment is not paid within seven (7) calendar days of its due date, the entire unpaid balance shall become immediately due and payable.

Attorney's Fees. In any action to enforce payment, the prevailing party shall recover reasonable attorney's fees and costs.

4. NON-DISPARAGEMENT

Each party agrees not to make false or malicious statements intended to disparage or harm the reputation of the other. This does not restrict truthful statements made under oath, to regulators, or as otherwise required by law.

5. MUTUAL RELEASE OF CLAIMS

Except for obligations created by this Agreement, each party fully releases the other from any and all claims, demands, or liabilities of any nature, known or unknown, arising prior to the effective date. This release specifically includes, without limitation, claims related to: wages, severance, benefits, intellectual property, employment classification, contracts, and state or federal tax obligations.

This release does not bar claims for breach or enforcement of this Agreement.

6. GENERAL TERMS

Representations & Warranties.

- Creator represents and warrants that they are the sole owner of the media and documentation licensed under this Agreement and have full authority to license such works.
- Creator further represents they will provide the Product Materials and account transfer assistance as outlined in Section 3A.
- Company represents and warrants that it is solvent, has the financial ability to meet obligations under this Agreement, and that entry into this Agreement does not conflict with any other binding obligation.
- Alex Pagan represents and warrants that he has full authority to bind Humble Performance to this Agreement.

Personal Guarantee.

Alex Pagan, in his individual capacity, hereby personally guarantees the full and prompt performance of all payment obligations of Humble Performance under this Agreement, including severance, vehicle proceeds, licensing terms, and transition obligations. Creator may seek recovery directly from Alex Pagan if Company defaults.

Confidentiality.

The parties agree to keep the specific financial terms of this Agreement confidential, except as required for tax reporting, legal compliance, or enforcement. General statements that Creator has transitioned from the Company or moved to new ventures are permitted.

Dispute Resolution.

- Venue shall lie exclusively in the state or federal courts of Tulsa County, Oklahoma.
- Both parties knowingly waive any right to a jury trial in disputes arising under this Agreement.
- Either party shall be entitled to seek injunctive relief, in addition to monetary damages, for breach of licensing, non-disparagement, confidentiality, or transition obligations.

Force Majeure.

Neither party shall be liable for delays caused by events beyond their reasonable control (including natural disasters, war, or government action); provided, however, that this provision shall not excuse or delay the Company's payment obligations.

Successors & Assigns.

This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, estates, executors, administrators, legal representatives, successors, and permitted assigns. Creator may assign rights to payment or enforcement to an heir, trust, or estate without consent. Company may not assign this Agreement without Creator's written consent, except to a bona fide purchaser of the business who assumes all obligations herein in writing.

Integration. This Agreement is the entire agreement between the parties and supersedes all prior oral or written understandings.

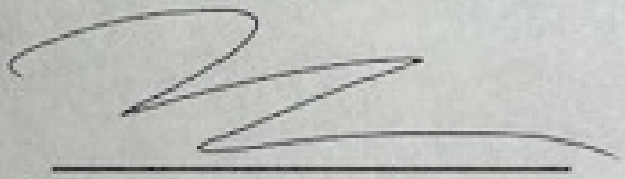
Amendments. Must be in writing and signed by both parties.

No Waiver. Failure to enforce any term shall not constitute waiver.

Severability. Invalid provisions shall not affect enforceability of the remainder.

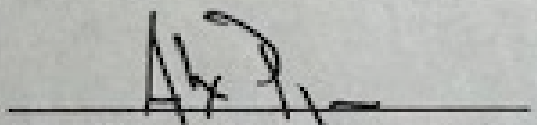
Counterparts / Electronic Signatures. May be executed electronically or in counterparts, each deemed an original.

Signed and Agreed:



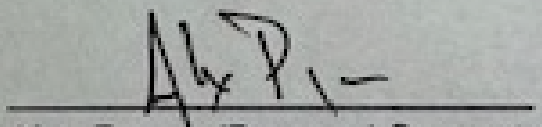
Kenny McKee (Creator)

Date: 8-22-25



Alex Pagan, for Humble Performance (Company Representative)

Date: 8·22·25



Alex Pagan (Personal Guarantor)

Date: 8·22·25