

Fill in this information to identify the case:

Debtor Progrexion Marketing, Inc.

United States Bankruptcy Court for the: _____ District of Delaware
(State)

Case number 23-10729

Official Form 410
Proof of Claim

04/22

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. **Who is the current creditor?** BANZAI INC.
Name of the current creditor (the person or entity to be paid for this claim)
Other names the creditor used with the debtor _____

2. **Has this claim been acquired from someone else?** No
 Yes. From whom? _____

3. **Where should notices and payments to the creditor be sent?**

| Where should notices to the creditor be sent? | Where should payments to the creditor be sent? (if different) |
|---|---|
| See summary page | |

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)
Contact phone _____ Contact phone _____
Contact email accounting@banzai.org Contact email _____
Uniform claim identifier for electronic payments in chapter 13 (if you use one):

4. **Does this claim amend one already filed?** No
 Yes. Claim number on court claims registry (if known) _____ Filed on _____
MM / DD / YYYY

5. **Do you know if anyone else has filed a proof of claim for this claim?** No
 Yes. Who made the earlier filing? _____



Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? No
 Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ____ _

7. How much is the claim? \$ 5,647.89. Does this amount include interest or other charges?
 No
 Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.
Services Performed

9. Is all or part of the claim secured? No
 Yes. The claim is secured by a lien on property.
Nature or property:
 Real estate: If the claim is secured by the debtor's principle residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
 Motor vehicle
 Other. Describe: _____
Basis for perfection: _____
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
Value of property: \$ _____
Amount of the claim that is secured: \$ _____
Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amount should match the amount in line 7.)
Amount necessary to cure any default as of the date of the petition: \$ _____
Annual Interest Rate (when case was filed) _____ %
 Fixed
 Variable

10. Is this claim based on a lease? No
 Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? No
 Yes. Identify the property: _____



12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

No

Yes. Check all that apply:

| | Amount entitled to priority |
|---|-----------------------------|
| <input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). | \$ _____ |
| <input type="checkbox"/> Up to \$3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7). | \$ _____ |
| <input type="checkbox"/> Wages, salaries, or commissions (up to \$15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4). | \$ _____ |
| <input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). | \$ _____ |
| <input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5). | \$ _____ |
| <input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)() that applies. | \$ _____ |

* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim pursuant to 11 U.S.C. § 503(b)(9)?

No

Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ _____

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

I am the creditor.

I am the creditor's attorney or authorized agent.

I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 08/28/2023
MM / DD / YYYY

/s/Garrett Benson
Signature

Print the name of the person who is completing and signing this claim:

Name Garrett Benson
First name Middle name Last name

Title Accountant

Company Banzai Inc.
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address _____

Contact phone _____ Email _____



KCC ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (888) 249-2721 | International (310) 751-2604

| | | |
|--|---|----------------------------------|
| Debtor: 23-10729 - Progrexion Marketing, Inc. | | |
| District: District of Delaware | | |
| Creditor: BANZAI INC. 2230 NORTH UNIVERSITY PARKWAY, BUILDING 14 PROVO, UT, 84604 Phone: Phone 2: Fax: Email: accounting@banzai.org | Has Supporting Documentation: Yes, supporting documentation successfully uploaded Related Document Statement: | |
| | Has Related Claim: No Related Claim Filed By: | |
| | Filing Party: | |
| Other Names Used with Debtor: | Amends Claim: No Acquired Claim: No | |
| Basis of Claim: Services Performed | Last 4 Digits: No | Uniform Claim Identifier: |
| Total Amount of Claim: 5,647.89 | Includes Interest or Charges: No | |
| Has Priority Claim: No | Priority Under: | |
| Has Secured Claim: No Amount of 503(b)(9): No Based on Lease: No Subject to Right of Setoff: No | Nature of Secured Amount: Value of Property: Annual Interest Rate: Arrearage Amount: Basis for Perfection: Amount Unsecured: | |
| Submitted By: Garrett Benson on 28-Aug-2023 3:51:27 p.m. Eastern Time Title: Accountant Company: Banzai Inc. | | |



Banzai Sponsorship Agreement

Welcome to the Banzai Financial Literacy Program! We anticipate your sponsorship will change the lives of many students through the power of financial literacy education. Please take a moment to review and sign this Agreement, which describes how Banzai will work with you to make the Banzai financial literacy curriculum (the "Curriculum") available to your sponsored schools. In this Agreement, the terms "you," "your," and "your organization" refer to Progrexion. "Banzai" and related pronouns reference Banzai Inc., a Delaware corporation. The term of this Agreement (the "Term") is 36 months, beginning on August 16, 2021 (the "Effective Date").

Your Banzai School Sponsorships

By signing this Agreement, you become the exclusive sponsor of the Curriculum for your sponsored schools. Your Sponsorship continues for the entire Term and entitles your organization to a variety of benefits, including:

- Creation and maintenance of a co-branded version of the Banzai website featuring your name and logo
- Your branding prominently featured on elements of the Curriculum available to users in your sponsored schools
- Access to the Banzai Manager to track order status, educator contact information, and user feedback
- Banzai-directed outreach to identify, enroll, and support interested educators at your sponsored schools

For each school you sponsor, you will pay an annual sponsorship fee. The annual sponsorship fee covers all student and teacher use of the Curriculum in the sponsored school during the then-current twelve-month period commencing on the Effective Date or the most-recently past anniversary thereof, whichever is later (this period being known as the "Sponsorship Year").

Each of your sponsored schools and the associated annual sponsorship fee is listed below.

SCHOOL LIST

| Count | School | City | Amount |
|-------|---------------------------|------------|-------------|
| 1 | ED WILLKIE MIDDLE SCHOOL | FORT WORTH | \$ 1,195.00 |
| 2 | CREEKVIEW MIDDLE SCHOOL | FORT WORTH | \$ 1,195.00 |
| 3 | MONNIG MIDDLE SCHOOL | FORT WORTH | \$ 995.00 |
| 4 | FOSSIL RIDGE HIGH SCHOOL | FORT WORTH | \$ 1,495.00 |
| 5 | WESTERN HILLS HIGH SCHOOL | FORT WORTH | \$ 1,295.00 |

TOTAL \$6,175.00

The above list only includes the schools covered by this Agreement. If you're already sponsoring other schools with Banzai, the terms of the previous agreement(s) remain in place.

Your sponsorship is activated and you will be invoiced on or about the Effective Date of this Agreement for all sponsored schools at which a teacher enrolled to use the Curriculum prior to the Effective Date. For any sponsored schools where no teacher enrolled to use the Curriculum prior to the Effective Date, your sponsorship will be activated and you will be invoiced on or about the date the first educator at the school enrolls to use the Curriculum.

If your sponsorship of a school is first activated after the commencement of the then-current Sponsorship Year, we will issue a one-time pro-rated credit representing the portion of the Sponsorship Year which elapsed prior to the activation of your sponsorship of the school. Note that this credit is not refundable and may only be applied to the annual sponsorship fee invoiced for that school for the following Sponsorship Year.

The annual sponsorship fees associated with your sponsored schools cannot be changed during the Term of this Agreement. Furthermore, these fees will remain unchanged at renewal unless Banzai provides you with written notice of the revised annual

sponsorship fees at least sixty days prior to the end of the then-current Term. If this Agreement is subsequently renewed after such notice has been given, the new annual sponsorship fees will be incorporated into this Agreement by reference, replacing the fees listed above.

Renewal and Cancellation

This Agreement will automatically renew at the end of the then-current Term for another term equal in length to the previous Term unless either you or Banzai provide the other party with written notice of intent to terminate the Agreement at least thirty days prior to the end of the then-current Term. In the event that you or we provide such timely written notice, this Agreement will be terminated at the conclusion of the then-current Term, subject to the limitations and exceptions noted in the paragraphs which follow.

This Agreement may also be terminated upon written notice, effective immediately, if you or Banzai fail to abide by the terms of this Agreement or if either you or Banzai take any action or communicate intent to take any action which either does material harm or could be reasonably expected to do material harm to the reputation of the other party.

If this Agreement is terminated and your sponsorship of one or more schools for which you have paid an annual sponsorship fee was first activated less than one year prior to the date the termination is effective, you may elect to extend your sponsorship of those schools to the one-year anniversary of their activation at no additional cost. In this case, the terms of this Agreement which permit us to provide the Curriculum to the schools described above (including authorization to use your name and logo) will continue to be in force until the expiration of your final school sponsorship, though no new schools will be activated and this Agreement will not be subject to automatic renewal during that time. In lieu of providing the sponsorship extension option outlined in this paragraph, Banzai may, at its sole discretion, elect to provide a pro-rated refund of the annual sponsorship fees paid for the affected schools.

Sponsorship Invoicing Illustration

This is a general illustration of the manner in which school sponsorships are invoiced. The details of your specific sponsorships will vary from those described below.

The XYZ Organization has agreed to sponsor their local high school to use the Banzai Curriculum. Their school's annual sponsorship fee is \$1,000 and the Sponsorship Year begins on March 1. No teacher from the school has ever enrolled to use Banzai, so the XYZ Organization will not be invoiced for the school's annual sponsorship fee at the outset.

On June 1, the first teacher from the school enrolls. Banzai activates XYZ's sponsorship of the school and sends them an invoice for \$1,000. This sponsorship fee pays for all of the usage of the Curriculum at the school during the Sponsorship Year, even if additional teachers from the school enroll.

On March 1 of the following year, Banzai invoices the XYZ Organization \$750 for the next Sponsorship Year. This is equal to the annual sponsorship fee (\$1,000) minus a one-time credit issued for the mid-year sponsorship activation. The credit is calculated by multiplying the sponsorship fee by the percentage of the Sponsorship Year which elapsed prior to the sponsorship activation (25% in this case, yielding a credit of \$250).

The following year, XYZ receives an invoice for \$1,000 on March 1 for their third Sponsorship Year. This pattern continues each year thereafter for as long as they continue to sponsor the school.

If, on the other hand, the XYZ Organization had elected to cancel their participation in the Banzai program at the conclusion of their initial one-year Term, they would have had the option to continue their sponsorship of the school at no additional cost until May 31, giving them full value for the annual sponsorship fee which they had paid the previous year.

Payment Terms

Invoices for amounts owed under this Agreement will be issued periodically on a Net 30 basis. We accept payments via check, ACH, and, for payments in excess of \$10,000, FedWire. Banzai sends invoices electronically via email, unless otherwise requested.

The termination of this Agreement does not relieve your organization of any outstanding liabilities to Banzai. We reserve the right to assess late fees not to exceed 1.5% per month on unpaid balances aged greater than 30 days. In the unlikely event that we

resort to legal action in pursuit of past-due balances owed by you to us, you agree to reimburse Banzai for reasonable legal fees and other expenses we incur in such pursuit.

Use of Name and Logos

You and Banzai each agree that the other party may make use of their name and logo for purposes of making the Curriculum available to users in your sponsored schools and for publicizing Banzai and your relationship with Banzai to schools, educators, community members, and to your or Banzai's current and potential clients and customers. This license terminates with the termination of this Agreement.

Other Matters

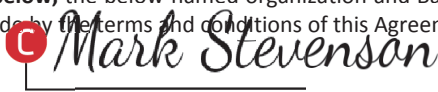
The invalidity or unenforceability of any provision of this Agreement shall not in any way affect or impair the validity, legality or enforceability of any other provision, and this Agreement shall be construed in all respects as if such invalid, illegal or unenforceable provision had never been in the Agreement. This Agreement will be deemed to be a contract made and enforced under the laws of the State of Utah (without regard to conflicts of laws provisions) and will be construed in accordance with the laws of said state as if Banzai and your organization jointly participated in the drafting thereof. Descriptive headings of the sections of this Agreement are for convenience only and will not be used in the construction of the content of this Agreement. Except as otherwise provided herein, this Agreement contains the entire understanding of Banzai and your organization hereto with respect to the subject matter thereof and supersedes and replaces all prior written and oral negotiations, agreements, representations and warranties between Banzai and your organization.

EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH IN THIS AGREEMENT, BANZAI MAKES NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO ITS PRODUCTS, SERVICES OR MATERIALS, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL BANZAI BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL OR INDIRECT DAMAGES (INCLUDING EXEMPLARY OR PUNITIVE DAMAGES), WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE. BANZAI'S AGGREGATE LIABILITY FOR ANY CLAIMS OR DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS PAID OR PAYABLE BY YOUR ORGANIZATION TO BANZAI IN THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT WHICH GAVE RISE TO THE CLAIM.

How to Contact Banzai

You may contact us at any time by phone at +1 (801) 709-1808, by email at support@teachbanzai.com, by fax at +1 (801) 228-1758, or by mail at Banzai Inc., 2230 North University Parkway, Building 14, Provo, Utah, 84604. Going forward, current contact information for Banzai will be shown on the invoices issued to your organization.

By signing below, the below-named organization and Banzai Inc., through their authorized representatives, hereby accept and agree to abide by the terms and conditions of this Agreement.

Signature: 

Date: 08/24/2021

Name: Mark Stevenson

Title: VP

Organization: Banzai

Signature: 

Date: 08/30/2021

Name: Chad Wallace

Title: CFO

Organization: Progrexion

Use the link you received via e-mail to e-sign this Agreement.

Alternately, you may sign the Agreement and return it via:

E-mail: legal@teachbanzai.com

Fax: +1 (801) 228-1758

Mail: Banzai Inc., 2230 North University Parkway, Building 14, Provo, Utah, 84604

Transaction ID
bq59pwu3wcpzmcodw8ldvimz5imoh4kd2zslpnoxoye0sfeiq

Transaction Status
COMPLETE - 08/30/2021

| File Name | File Hash |
|--|--|
| Progexion Sponsorship Agreement_encrypted_.pdf | b872288c385ed961b840e698bb7e94d38a4f05c1b165d5961ca4a8961566de7d |

Full Audit Trail

| ACTIONS | LANGUAGE | IP ADDRESS | DATE |
|---|----------|---------------|-------------------------|
|  Transaction was created by Greta Sommerfeld <gsommerfeld@progexion.com>. | | 52.24.152.156 | 08/24/2021 15:25:55 GMT |
|  Transaction was sent by Sommerfeld, Greta <gsommerfeld@progexion.com> from Conga Contracts. | | 206.71.64.102 | 08/24/2021 15:26:41 GMT |
|  Conga Contracts document viewed by Mark Stevenson <mark@teachbanzai.com>. | English | 174.52.145.66 | 08/24/2021 16:21:09 GMT |
|  Electronic Record and Signature Disclosure was accepted by Mark Stevenson <mark@teachbanzai.com>. | | 174.52.145.66 | 08/24/2021 16:21:14 GMT |
|  Transaction was signed by Mark Stevenson <mark@teachbanzai.com>. | | 174.52.145.66 | 08/24/2021 16:21:54 GMT |
|  Conga Contracts document viewed by Chad Wallace <cwallace@progexion.com>. | English | 206.71.64.102 | 08/30/2021 19:55:11 GMT |
|  Electronic Record and Signature Disclosure was accepted by Chad Wallace <cwallace@progexion.com>. | | 206.71.64.102 | 08/30/2021 19:55:15 GMT |
|  Transaction was signed by Chad Wallace <cwallace@progexion.com>. | | 206.71.64.102 | 08/30/2021 19:55:53 GMT |