

GLOBAL POKER LEAGUE PLAYER CONTRACT

Thank you for applying for participation in the Global Poker League. This Global Poker League Player Contract (“**Agreement**”) governs the relationship between you and MEDIAREX ENTERPRISES, LTD. d/b/a the GLOBAL POKER LEAGUE, hereinafter referred to as “**GPL**,” each being referred to individually as a “**party**,” and collectively as the “**parties**” throughout this Agreement, with regard to your participation in the Global Poker League.

Please read the following terms carefully before submitting your application for participation in the Global Poker League. By clicking “Accept,” and/or submitting your application, you expressly acknowledges that you have read, understood, and agreed to be bound by the following terms and conditions, whether or not you are selected at the Draft or placed on a Team pursuant to being selected as “Wildcard” selection by a Manager. If you do not agree with or wish to be bound by the following terms and conditions, you may not submit an application or participate in the Global Poker League under any circumstances. If you have any questions regarding the meaning of any terms contained herein, please email those questions to gpl@mediarex.com. The failure to submit any questions prior to the submission of your application will result in the presumption that you have read and completely understood all of the terms contained herein, and that you have expressly agreed to be bound by this Agreement.

NOW THEREFORE, in consideration of the promises made by each party to the other, you (“**Player**”) and GPL hereby agree as follows:

GPL TERMS AND CONDITIONS

1. **ELIGIBILITY.** Only those individuals specifically named as “draft eligible players” by GPL may be eligible to enter into this Agreement and compete in Global Poker League games, tournaments, and sponsored events to be hosted by GPL. By agreeing to and executing this Agreement, Player hereby represents and warrants that Player fulfills at least one (1) of the following two (2) criteria:
 - a) Player was ranked within the Global Poker Index (GPI) Top 1000 Global Poker Rankings on or before December 31, 2015; and/or
 - b) Player received an authentic and verified invitation to the “GPL ‘Wildcard’ Player Pool of Draftable Players” by GPL.
 - c) If Player is drafted for Season One of the Global Poker League, Player shall automatically be draft-eligible for Season Two and Season Three of the Global Poker League without satisfying the requirements of GPI, as expressed in Section 1(a).
2. **DRAFT.** The Global Poker League Draft shall take place on February 25, 2016 (the “**Draft**”).

3. **TERM.** The Global Poker League season shall begin on January 1st of each respective year and will conclude on December 31st of the same year (“**GPL Season**”). This Agreement covers two (2) Global Poker League Season(s), and will begin on the date of execution or January 1, 2016, whichever is later, and end on December 31, 2017, unless extended, terminated, or renewed as specified within this Agreement (“**Term**”). By entering into this Agreement, Player agrees and accepts that Player shall be and remain draft eligible for the Term of this Agreement, notwithstanding the fact whether or not Player is selected at the Draft or placed on a Team pursuant to being selected as “Wildcard” selection by a Manager. At all times during the Term of this Agreement, Player shall be and remain under contract with GPL until the proper termination or natural expiration of this Agreement.

4. **TERMINATION; SUSPENSION.**

a) Termination By GPL.

i. GPL shall have the right, within its sole discretion, to replace and/or release Player from this Agreement prior to the end of the Term in the event of a material breach by Player of any of Player’s services, duties, obligations, representations or warranties hereunder to GPL. Such replacement and/or release shall be effective immediately upon delivery of written notice from GPL to Player. In the event of termination of this Agreement pursuant to this subsection, Player shall not be entitled to any additional monies other than those already paid to Player pursuant to Section 7 of this Agreement, and Player shall be owed no further compensation, monies, and/or any other benefits or rights as a result of this Agreement.

ii. Furthermore, in the event GPL, in GPL’s sole discretion, decides to discontinue the Global Poker League – whether prior, during, or after the conclusion of a Global Poker League Season – GPL shall have the right, within its sole discretion, to terminate this Agreement (with or without cause), and such termination shall be effective immediately upon delivery of written notice from GPL to Player. In the event of termination of this Agreement pursuant to this subsection, Player shall be paid all monies due and owed to Player pursuant to Section 7 of this Agreement up to and including the date of termination, and Player shall be owed no further compensation, monies, and/or any other benefits or rights as a result of this Agreement from the date thereof.

b) Termination By Player. Should Player suffer an illness or physical disability that prevents Player from participating in the Global Poker League and/or performing Player’s duties and obligations hereunder for a period greater than three (3) consecutive months, or if Player’s performance is rendered impossible or infeasible due to any rules or regulations promulgated or enacted by any public authority or court of competent jurisdiction, an act of God, labor strike, or any other cause, condition, or occurrence outside the reasonable control of Player

(each, a “**Force Majeure Event**”), Player shall have the right to terminate this Agreement upon providing GPL with thirty (30) days’ advanced written notice of Player’s intent to terminate this Agreement, only if GPL is unable to cure the stated issue(s) within that thirty (30) day window. This shall be Player’s sole right and ability to terminate this Agreement. Should Player elect to terminate this Agreement despite the non-occurrence of a Force Majeure Event, GPL shall have the right, within its sole discretion, to recoup all monies paid to Player up to four (4) months prior to the date of Player’s elected termination in addition to any and all other appropriate remedies.

- c) The rights of termination as set forth in this Agreement shall be in addition to any other rights of termination allowed either party by law. Termination will be effective upon the given of written notice as set forth in this Section; provided, however, that Player’s death shall automatically terminate this Agreement.
 - d) Suspension. Notwithstanding anything to the contrary contained in this Agreement, GPL, and GPL alone, shall have the sole right to postpone or suspend a GPL Season for any reason whatsoever, for any period of time whatsoever; provided, however, that GPL shall provide Player with fourteen (14) days advance written notice prior to such postponement or suspension (“Suspension Notice”). During the period of time for which the Global Poker League is suspended pursuant to the Suspension Notice, this Agreement shall toll and, upon the end of the postponement or suspension of the Global Poker League Season, be extended by the amount of time – whether days, months, etc. – by which the Global Poker League was postponed or extended. Player shall not be entitled to any Compensation (as later defined in this Agreement), bonuses, or other monies during the period of time for which the Global Poker League has been postponed or suspended, nor shall Player be entitled to any additional monies or benefits as a result of said postponement or suspension. Upon the conclusion of the postponement or suspension of the applicable Global Poker League, as determined by GPL, this Agreement shall again be considered to have full force and effect, and shall be extended pursuant to the terms stated within this provision.
5. **PROHIBITED ACTIVITIES.** During the Term of this Agreement, Player acknowledges and agrees that Player shall not participate in, sponsor, or promote any other poker league, whether land-based or online, or team associated with any such poker league (each, a “**Competitor**”), without the prior written consent of GPL, which may be withheld in GPL’s sole discretion. For avoidance of confusion, this provision shall not apply to poker tournaments, such as the World Series of Poker (WSOP), or any other tournaments of similar nature and substance, and shall only be interpreted to prohibit Player from participating, sponsoring, or promoting Competitors of GPL. Player understands, warrants, and represents that Player has a special and unique knowledge, skill, ability, and experience as a poker player, in which the loss of value thereof should Player violate the terms contained herein cannot be estimated with any certainty and cannot be fairly or adequately compensated by damages. Player therefore agrees that GPL shall have the right, in addition to any other right

or remedy that GPL may possess, to enjoin Player from engaging in any activity in violation of this Section.

6. **ENGAGEMENT AND SERVICES.** GPL hereby engages Player strictly as a skilled poker player, and Player hereby accepts such engagement. Player hereby agrees to give his/her best efforts and loyalty to GPL and act with appropriate recognition of the fact that the success of GPL stems largely on public respect for and approval of those associated with the league. Pursuant to such engagement, Player agrees to report promptly for and participate in all mandatory GPL events, or as requested by GPL, and to all games and/or tournaments scheduled during the GPL Season as set forth in **Schedule A**, attached hereto. If invited, Player will appear at and participate in any all-star poker game, celebrity poker tournament, and/or any other exhibition or game sponsored and/or hosted by GPL. Without limiting the foregoing, and in addition thereto and providing services as a professional poker player, Player agrees to perform, act, and comply with the following duties and obligations:

a) Post – Draft. In the event Player is selected to participate in the Global Poker League via the Draft (see Section 2 of this Agreement), Player shall make him/herself available, upon GPL’s request, to take pictures, conduct interviews, and promote GPL in any and all post-Draft event(s).

b) Media.

- i. Player shall comply with all pre/postgame media obligations as such obligations are stated by GPL or otherwise, including, without limitation, request for interviews, quotes, etc. Prior to the commencement of each GPL Season game and/or tournament, GPL will provide Player with instructions regarding Player’s pre/postgame media obligations.
- ii. Player shall participate in Team (as later defined herein) engagement content, as requested by GPL. Such team engagement content may include, but is not limited to, promoting team members, results/outcomes of games, team events, and/or team pictures and videos via social media on Player’s Social Media Accounts (as defined below).
- iii. In addition to Player’s participation as a member of a Team, and in furtherance of Player’s media obligations in relation thereto, Player shall participate in Global Poker League-wide audience engagement initiatives, as requested by GPL and/or Player’s Manager (as later defined in this Agreement). Such league-wide audience engagement initiatives may include, but are not limited to, participation in any of the following: (1) digitally distributed, televised, and/or streamed promotional content, and/or (2) calls to action to view Global Poker League events (i.e. games, tournaments, etc.).
- iv. In addition to Player’s participation as a member of a Team, and in furtherance of Player’s media obligations in relation thereto, Player shall

participate in and provide social media mentions on Player's Social Media Accounts, and also promote content, news, and public relations (PR) releases, as needed and/or requested by GPL. Furthermore, Player shall edit Player's Social Media Accounts to include GPL information in Player's biography and GPL cover photos. For purposes of this Agreement, "**Social Media Accounts**" means Player's official and/or most populated Facebook, Twitter, Instagram, Google+, Snapchat, or YouTube page.

c) Branding.

- i. Player shall wear Team uniforms as provided by GPL when appearing at any Global Poker League game, tournament, sponsored event, or associated function.
- ii. Player shall only wear GPL affiliated branding when appearing at any Global Poker League game, tournament, sponsored event, or associated function, and shall not wear, promote, or associate with any other brand or company as an individual player. Player acknowledges that GPL shall have the right and power to restrict Player from introducing non-approved / restricted brands or sponsors at GPL branded events (i.e. GPL may prevent Player from drinking Coca Cola at table if the GPL branded event is being sponsored by Pepsi).
- iii. Player shall participate in GPL branded events during the GPL Season as needed and/or as requested by GPL.

d) Code of Conduct.

- i. Player shall not cheat or in any way compromise or undermine the integrity of Global Poker League matches, either directly as a participant or indirectly from outside the competitive arena.
- ii. Player shall not compromise or undermine the integrity of the Global Poker League as a league or brand, nor any GPL Teams or GPL Team Sponsors publicly via disparaging or defamatory comments or by way of making any statements that denigrate the GPL brand.
- iii. Player shall refrain from engaging or participating in any illegal, immoral or criminal conduct that may result in a felony conviction, or that, in GPL's sole discretion and reasonable judgment, may in any way injure or adversely reflect on the name, goodwill, or reputation of the Global Poker League, GPL, its affiliated or related companies, its trademarks, logos, trade names, or service marks.

In providing the services required under this Agreement, and performing the duties and obligations related thereto, Player agrees to perform such duties in accordance with all applicable law and standards relating to the performance of such duties by an individual providing such services in any and all states within the United States and/or countries in which GPL operates or promotes the Global Poker League. In addition thereto, Player hereby agrees as follows:

- a) Independent Professional Judgment. Player shall use independent professional judgment in provided the services and performing as required in accordance with the terms and provisions contained in this Agreement, and this Agreement shall in no way constrain the exercise of Player's independent professional judgment, so long as such judgment is consistent with sound professional practice, the terms of this Agreement and any rules and regulations set forth by GPL relating to the performance of such duties in accordance with all applicable federal, state, or local laws and all applicable professional standards of care.
 - b) Performance Standards. In providing the services and performing as required in accordance with the terms and provisions contained in this Agreement, Player agrees at all times to: (i) use diligent efforts and Player's best professional skills and judgment in providing the services, performing the duties and obligations related thereto, and acting in accordance with the terms and provisions contained in this Agreement; (ii) comply with all applicable federal, state, and local laws, rules, regulations, and statutes; and (iii) follow applicable practice guidelines, practice parameters, protocols, and rules and regulations adopted by GPL, from time to time, for the governance of the Global Poker League.
 - c) Notice of Acts and Omissions. Player shall immediately notify GPL of any act or omission by Player, alleged or actual, which could result in claims of legal liability, whether justified or unjustified, against Player. Player shall also promptly notify GPL of any disciplinary proceedings involving Player that may be filed, regardless of whether or not such proceeding(s) is related to services provided by Player and/or Player's performance as required by this Agreement.
7. **COMPENSATION.** In consideration for Player's performance hereunder and all other promises of Player, GPL – by and through the team associated with GPL to which Player is drafted and/or assigned to (“**Team**”) – agrees to compensate Player pursuant to **Schedule B**, attached hereto (“**Compensation**”).

In addition, GPL – by and through the Team to which Player is drafted and/or assigned to – agrees to pay Player such earned performance bonuses as may be set forth in **Schedule B**; Player's necessary traveling expenses to and from games during the GPL Season; and any and all other expenses that may be set forth in **Schedule B**.

In the event Player is not selected at the Draft or placed on a Team pursuant to being selected as “Wildcard” selection by a Manager, Player shall not be entitled to receive any form of

Compensation, performance bonuses, or other monies set forth in Schedule B, except as otherwise provided for in this Agreement.

8. **PAYMENT.** Unless this Agreement or any attachment hereto states otherwise, Player shall be paid One Hundred Percent (100%) of Player's Compensation under this Agreement in equal biweekly installments over the course of the applicable GPL Season, commencing with the first game played by Player during the respective GPL Season. Unless this Agreement states otherwise, if this Agreement is executed after the beginning of the start of the applicable GPL Season, the Compensation payable to Player shall be reduced proportionately and Player will be paid the biweekly installment of Player's Compensation becoming due and payable after the execution of this Agreement. Unless this Agreement states otherwise, if this Agreement is terminated by GPL pursuant to Section 4(a)(i) of this Agreement, any Compensation owed to Player will no longer be due and payable.

At any time, upon written notice to GPL and/or Player's Team, Player may elect to have payment of Compensation and/or other monies be paid by GPL directly to a charity of Player's choice. Upon receipt of Player's written notice, all future Compensation and other monies due and owed to Player will be delivered to the charity of Player's choosing, and such delivery shall remain in full force and effect for the duration of the Term of this Agreement. Player may terminate this election by delivering written notice to GPL and/or Player's Team terminating Player's prior election of having Compensation and/or other monies paid directly to the charity of Player's election. Upon this subsequent notice, Compensation and/or other monies shall be paid to Player as originally arranged prior to Player's election of a charity to receive direct payment, unless otherwise stated in the subsequent notice terminating Player's election of a charity.

9. **TAX MATTERS.** All forms of Compensation and other monies due and payable to Player referred to in this Agreement shall be made free and clear of, and without any deduction or withholding for and on account of, any taxes or other deductions. Any such deduction or withholding, if required by applicable law, shall be made and borne solely by Player, and Player acknowledges that all such withholdings and/or taxes related to Compensation and other payable amounts due and owed pursuant to this Agreement are the sole responsibility of Player. As such, Player agrees to indemnify and hold harmless GPL from any and all liability that may arise out of or relate to the lack of withholding or paying of any federal and state income taxes, unemployment, social security taxes, and any other form of taxes, as may be applicable, for and on the behalf of Player.

Player is encouraged, and GPL recommends that, Player obtain Player's own tax advice regarding Player's Compensation and receipt of other monies hereunder, and Player hereby agrees that Player shall not make any claim against GPL, its directors and officers related to tax liabilities arising from Player's Compensation and receipt of other monies hereunder.

10. **RIGHTS OF PUBLICITY; SPONSORSHIP.** Player hereby grants GPL the right and authority to use, and to authorize others to use solely as described below, Player's name, nickname, likeness, image, picture, photograph, persona, autograph/signature (including facsimiles thereof), voice, biographical information, and/or any and all other identifying

characters attributable or associated with Player (collectively, “**Rights of Publicity**”), for any and all uses or purposes that publicize and promote GPL, the Global Poker League, or any of its member Teams in any way, in any and all media or formats, whether analog, digital or other, now known or hereafter developed, including, without limitation, print, tape, disc, computer file, radio, television, motion pictures, other audio-visual and audio works, Internet, broadband platforms, mobile platforms, applications, and other distribution platforms. Without limiting the foregoing, Player acknowledges that this grant includes the right to use Player’s Rights of Publicity for the purpose of publicizing and promoting the following aspects of GPL, the Global Poker League, or any of its member Teams: brands, games, ticket sales, game broadcasts and telecasts, programming focused on the GPL, one or more GPL Teams and/or their games, GPL or Team events, other GPL-related media offerings (i.e. branded content segments featuring GPL game footage and other programming enhancements), media distribution platforms (i.e. <http://www.globalpokerleague.com/>), GPL sanctioned award programs, and public service or community oriented initiatives or outreach programs. For purposes of clarification, the foregoing grant of rights includes the right and authority to use, and to authorize affiliates or business partners of GPL to use, after the Term of this Agreement any Rights of Publicity fixed in a tangible medium (i.e. filmed, photographed, recorded, or otherwise captures) during the Term of this Agreement solely for the purposes described herein. Notwithstanding anything to the contrary, the foregoing grant of rights does not confer, during or after the Term of this Agreement, any right or authority to use Player’s Rights of Publicity in a manner that constitutes any endorsement by Player of a brand, product, or service not associated with GPL or the Global Poker League (“**Endorsement.**”) For purposes of clarification, and notwithstanding the foregoing, it shall not be an Endorsement for GPL to use, or authorize others to use, including, without limitation, in third party advertising and promotional material, footage and photographs of Player’s participation in GPL games or other GPL or Team events that does not disproportionately focus on, feature, or highlight Player in a manner that leads the reasonable consumer to believe that Player is a spokesperson for, or promoter of, a third party commercial product or service.

In furtherance of, and without limiting the foregoing, Player hereby grants GPL the right and authority to record and/or photograph Player at GPL games, tournaments, sponsored functions and other events, by visual, audiovisual, audio, or other means, now known or hereafter developed (“**Recordings**”). Player acknowledges that GPL shall have the royalty-free, worldwide, irrevocable, perpetual right (among the other rights granted to GPL) to use, reproduce, display, publicly perform, transmit, distribute and/or broadcast such Recordings for any purpose, in whole or in part, and in any medium, now known or hereafter developed, including, without limitation, via the Internet, digital, wireless, print, or electronic media. Player hereby agrees to be recorded and/or photographed by GPL whenever Player participates in or appears at a GPL game, tournament, sponsored function, and/or other event.

Furthermore, Player shall cooperate with the news media, and will participate, upon request by GPL, in reasonable activities to promote GPL and/or the Team to which Player is assigned.

Player shall not represent, endorse, promote, or sponsor, or be sponsored, by any Competitor, or wear the logo, trademark, brand, insignia, or other identifying material of any Competitor.

Player does not, and will not, contest, protest, or object, during or after the Term of this Agreement, the grant conferred herein to GPL, and further acknowledges the exclusive rights of GPL to: (i) telecast, broadcast, or otherwise distribute, transmit, or perform, on a live, delayed, or archived basis, in any and all media now known or hereafter developed, any GPL game or excerpts thereof embodying Player; and (ii) produce, license, offer for sale, sell, market, or otherwise distribute or perform (or authorize a third party to do any of the foregoing), on a live, delayed, or archived basis, any GPL game or excerpts thereof embodying Player, in any and all media now known or hereafter developed, including, without limitation, packaged or other electronic or digital media. Furthermore, Player acknowledges that GPL shall have the right to sell advertising and sponsorships for the Global Poker League, and that Player shall not be entitled to any additional forms of compensation or monies as a result thereof. The Compensation and any other monies due and payable to Player as a result of the terms and provisions contained in this Agreement – specifically, Section 7 – shall be the only form of monies due and owed to Player as a result of performance in accordance with this Agreement. In the event GPL sells advertising or sponsorships requiring badges, logos, or insignias to be worn on Player’s Team uniform (“**Third Party Brands**”), Player hereby agrees to wear such Third Party Brands as instructed or directed by GPL and hereby waives any claims of objections thereto.

11. **RULES AND REGULATIONS.** Player shall comply with and be bound by all rules and regulations set forth by GPL and in effect during the Term of this Agreement that are not inconsistent with the provisions of this Agreement or any Order or Law promulgated and enacted by any public authority or court of competent jurisdiction. Player’s attention is also called to the fact that GPL functions with certain rules and procedures expressive of its operation and management of Teams, and that these rules and procedures may affect Player’s relationship with GPL and Player’s Team independently of the provisions contained in this Agreement. For purposes of this Agreement, the term “**Order**” means any order, judgment, writ, decree, or injunctions issued by any court of competent jurisdiction, agency, regulatory authority, tribunal, body, entity or commission or other governmental or regulatory authority or agency (“**Governmental Authority**”), and the term “**Law**” means any statute, law, ordinance, rule, regulation, or requirement of a Governmental Authority. At all times during the Term of this Agreement, GPL’s rules and regulations will be made available to Player at globalpokerleague.com. GPL shall have the sole right and discretion to amend these rules and regulations, as GPL sees fit, from time to time. It shall be Player’s obligation to stay aware of the rules and regulations, as may be modified from time to time.
12. **APPOINTMENT OF MANAGER.** The Global Poker League, in its sole discretion, will appoint one (1) manager for each Team (“**Manager**”). The Manager shall serve as captain of the Team and will have certain and/or additional duties and obligations independent of Manager’s duties and obligations as a player and pursuant to Manager’s role as the face and ambassador of the Team to which the Manager is appointed. Player agrees and acknowledges that should Player be selected by the Global Poker League to serve as Manager for Player’s Team, Player shall accept such position, provide all duties and obligations as required and/or

requested, and comply with all rules and regulations established by GPL and the Global Poker League for the position of Manager, in addition to all other rules and regulations set forth by GPL. In the event Player is not selected to serve as Manager, Player agrees to abide by the directions and requests of Player's Manager, so long as such directions and/or requests are those promulgated by GPL and/or do not violate the terms of this Agreement and/or any Law, Order, or the rules and regulations adopted by GPL during the Term of this Agreement. Unless stated otherwise, the term for a Manager shall last one (1) GPL Season ("**Managerial Term**"). Upon the expiration of a Managerial Term, GPL shall appoint another or the same Manager. Player may be removed from the position of Manager at GPL's sole discretion.

13. **INTEGRITY OF GPL GAMES.** Player understands and acknowledges the detriment to GPL and the Global Poker League that would result should Player impair public confidence in the honest and organized structure of GPL games or the integrity and good character of GPL players. Therefore, Player hereby acknowledges and agrees that if Player accepts a bribe or agrees to throw or fix a GPL game; is accused and found guilty, pursuant to an internal investigation and in GPL sole's discretion, of cheating in any form or manner in or throughout any part of a GPL game; fails to promptly report a bribe offer or attempt to throw or fix a GPL game; fails to promptly report known occurrences of cheating in or throughout any part of a GPL game; provides other players with methods to cheat, bribe, or fix a GPL game; or is found guilty, pursuant to an internal investigation and in GPL's sole discretion, of any other form of conduct reasonably judged by GPL to be detrimental to the image of GPL or the Global Poker League, GPL shall have the right, but only after giving Player the opportunity for a hearing at which Player may be represented by counsel of Player's own choosing, to: (i) fine Player in a reasonable amount; (ii) suspend Player for a period to be determined by GPL; and/or (iii) terminate this Agreement, which shall be effective immediately.

Furthermore, during the Term of this Agreement, Player shall be prohibited from betting, directly or indirectly, on a GPL game or tournament without the express prior permission of GPL, which may be withheld or granted in GPL's sole and absolute discretion. In the event Player would like to bet, directly or indirectly, on any GPL game or tournament, Player must notify GPL of Player's intent and seek permission to do so at least two (2) days in advance of said GPL game or tournament on which Player seeks to bet or wager on. In the event GPL grants Player permission, Player shall be allowed to bet or wager on said GPL game or tournament pursuant to the terms and conditions outlined by GPL. In the event GPL denies Player permission, or Player does not notify and seek permission at least two (2) days in advance, Player shall be banned from betting or wagering on said GPL game or tournament and shall fully indemnify GPL from any action, claims, liability and/or damages against GPL based on Player's unauthorized act(s). Player acknowledges that Player's violation of this Section shall subject Player to suspension and/or a fine, and shall constitute a material breach of this Agreement.

14. **DEDUCTIONS.** Player shall repay any advance(s) made to Player to GPL and/or Player's Team, and any properly levied fine against Player shall be paid in cash, on demand or by means of deductions from payments of Compensation and/or any other monies payable to Player under this Agreement, and any attachments hereto. The amount of such deductions

shall be determined by GPL unless this Agreement or any rules and regulations set forth by GPL and in effect during the Term of this Agreement specifically state otherwise.

15. **RIGHT OF RENEWAL.** At any time during the Term of this Agreement, GPL may offer Player an extension or renewal of this Agreement pursuant to terms and provisions similar in nature and form to this Agreement (“**Right of Renewal**”). Player shall have the option, in Player’s sole discretion, to accept or deny GPL’s Right of Renewal. In the event Player accepts GPL’s Right of Renewal, this Agreement shall remain in full effect until its natural expiration, and upon such expiration, the subsequent agreement executed and entered into by and between GPL and Player shall automatically take effect. In the event Player denies GPL’s Right of Renewal, this Agreement shall remain in full effect until its natural expiration, and upon such expiration, Player shall be free to enter into and execute a subsequent agreement with GPL, or any other similar entity or league, in Player’s sole discretion. In the event Player accepts GPL’s Right of Renewal and this Agreement is subsequently terminated pursuant to the terms and provisions contained in this Agreement, the subsequent agreement entered into between GPL and Player shall automatically become null and void, and it shall be up to GPL, in its sole discretion, to determine whether or not it wishes to enter into and execute a subsequent agreement with Player.

16. **MANAGER’S SELECTION.** Prior to the beginning of the next GPL Season, at the Draft or at a location and time as determined by GPL, each Manager for each Team shall have the opportunity, but not the obligation, to select up to three (3) players to be retained for the subsequent GPL Seasons. In the event Player is chosen by Player’s Team’s Manager to be retained according to this Section, and this Agreement has expired in conjunction with the conclusion of the prior GPL Season, Player’s selection by the Manager shall act as creating a binding subsequent agreement between GPL and Player, to be executed and entered into by and between GPL and Player prior to the commencement of the subsequent GPL Season (“**Manager’s Selection**”). Such agreement created pursuant to Player’s designation as a Manager’s Selection shall be for an additional two (2) year Term, and shall be comprised of terms and provisions substantially similar in nature to the terms and provisions agreed to by Player in Player’s preceding agreement with GPL, unless otherwise modified or amended pursuant to a separate writing signed by both Player and an authorized representative of GPL. Player hereby agrees that if Player is selected to participate in an additional GPL Season pursuant to being chosen as a Manager’s Selection, Player shall accept such appointment and perform as required thereto. There shall be no limitation on Player’s eligibility for selection, or on the amount of times a player may be selected, unless otherwise prohibited or limited by GPL.

17. **ACE SELECTION.** From time to time, GPL may, in its sole discretion, elect to include certain individuals to participate in a GPL game, tournament, or sponsored event pursuant to terms and provisions that may be substantially different from those contained herein (“**Ace Selection**”). In the event Player is elected to participate in a GPL game, tournament, or sponsored event as an Ace Selection, GPL will provide Player written notice of such designation, and the parties may amend this Agreement pursuant to a separate written addendum signed by both GPL and Player.

18. **EXHIBITIONS.** In the event Player is not selected at the Draft or placed on a Team pursuant to being selected as “Wildcard” selection by a Manager, Player may be selected by GPL to participate in GPL games and/or tournaments that take place outside the course of and/or do not relate or have any bearing on any applicable GPL Season (each, an “**Exhibition**”). In the event Player is selected to participate in an Exhibition, GPL agrees to compensate Player **only** pursuant to Sections 1 and 3 of **Schedule B**. Player hereby understands and acknowledges that in the event Player is selected to participate at an Exhibition, Player shall not be entitled to any forms of compensation, bonuses, or other monies except as expressly stated herein.

19. **EXTENSION.** Unless this Agreement specifically provides otherwise, if Player retires, becomes a member of the Armed Forces of the United States or any other country, or otherwise fails or refuses to perform Player’s services under this Agreement, then this Agreement will be tolled between the date of Player’s retirement, induction into the Armed Forces, or failure or refusal to perform, and the later date of Player’s return to the Global Poker League (“**Toll Period**”). During the Toll Period, Player will not be entitled, nor shall Player lay claim, to any Compensation, benefits, or monies due to bonuses. Upon Player’s return to the Global Poker League, the Term of this Agreement shall be extended for a period of time equal to the Toll Period. GPL’s Right of Renewal shall remain in effect until the end of any such extended Term.

20. **MANDATORY DISCLOSURES.** Player understands and agrees that as a representative of GPL, GPL must be kept aware of all instances, occurrences, and situations relating to Player that may affect or have a negative impact on GPL and/or the Global Poker League. As a result thereof, Player agrees to make the following mandatory disclosures to GPL upon entering into this Agreement (“**Mandatory Disclosures**”):

- a) Whether Player has been banned and/or prohibited from participating in certain online poker rooms, and if so, what websites / rooms and for what reason;
- b) Whether Player has a criminal record and/or background (misdemeanor, felony, etc.);
- c) Whether Player has entered into, is party to, or is an intended beneficiary of any sponsorship agreements / deals, and if so, with whom and for how long; and
- d) Any other information reasonably requested by GPL.

Player further acknowledges that Player has an ongoing duty and obligation to supplement and/or provide the Mandatory Disclosures as they become applicable so long as Player remains under contract with GPL.

21. **PLAYER’S REPRESENTATIONS AND WARRANTIES.** In addition to any other representations, warranties, covenants, and acknowledgements stated in this Agreement, Player further represents and warrants the following:

- a) Player is over the age of twenty-one (21);
- b) Player has the full right, power, and ability to enter into this Agreement, to perform all duties and obligations hereunder, and to grant all rights, including, without limitation, Player's Rights of Publicity, without violating the legal or equitable rights of any third party;
- c) Player has no contractual obligations, or obligations of any kind, and is not subject to any Law or Order that would prevent, limit, or hinder Player from performing as a professional poker player, or any of Player's duties and obligations under this Agreement;
- d) Player will not enter into any agreement that would interfere with the full and prompt performance of Player's services and duties and obligations hereunder, or interfere with the rights granted to Company hereunder, and that if Player shall have any questions regarding same, Player will contact GPL and seek permission before entering into any such agreement;
- e) Player has read each provision contained in this Agreement carefully, is fully competent and able to understand the duties and obligations contained therein and the consequences resulting from the failure to meet said obligations, and willingly and voluntarily agrees abide by the terms and conditions related thereto and set forth in this Agreement;
- f) Player will use any materials provided by GPL and/or Player's Team (i.e. Team jersey, GPL badges, logos, insignias, sponsorship materials, etc.) in the form stipulated by GPL and/or Player's Team Manager without alteration or modification, and will observe and abide by any reasonable directions given by GPL provided it does not conflict with any of the terms of this Agreement or any of Player's other contractual obligations. GPL agrees that Player shall not be required to be branded with any badges, logos, insignias, sponsorship materials, etc. of a conflicting brand with any sponsorship agreements and deals that Player has entered into both prior to the execution of this Agreement or at any time during the Term of this Agreement. Player shall provide GPL with the name of the company of any sponsorship agreements and deals entered into during the Term within a reasonable amount of time after execution of said agreement or when the confidentiality obligation of said agreement has ended;
- g) Player will not use any GPL event, tournament, or sponsored event, or any materials provided by GPL and/or Player's Team, to support, promote, or advertise any political cause, or other similar cause not related to said GPL game, tournament, or sponsored event, without GPL's prior written permission, which may be withheld in GPL's sole and absolute discretion; and
- h) There are no undisclosed agreements of any kind, whether express or implied, oral or written, and there are no promises, undertakings, representations,

commitments, inducements, assurances of intent, or understandings of any kind between Player and any third party that have not been disclosed to GPL involving consideration of any kind to be paid, furnished, or made available to Player or any individual or entity owned or controlled by, affiliated with, or related to Player, either during the Term of this Agreement or thereafter.

22. **ENGAGEMENT; RELATIONSHIP OF THE PARTIES.** The parties understand and agree that Player is engaged strictly as an independent contractor for the purpose of providing the services and performing in accordance with the terms and provisions contained in this Agreement. Nothing contained in this Agreement shall be construed or interpreted as creating a company-employee relationship, principal-agent relationship, or any form of relationship that would allow either party to exercise control or direction over the manner or method in which the other performs its respective duties and obligations hereunder, except as otherwise provided herein. Player hereby accepts such engagement with GPL and agrees to diligently perform as required in accordance with the terms and provisions contained within this Agreement.

23. **NON-EXCLUSIVITY.** Notwithstanding Section 5 of this Agreement and any other exclusivity rights granted to GPL pursuant to the terms and provisions of this Agreement, this Agreement shall be deemed non-exclusive in nature, and shall not be interpreted or construed as precluding Player from abiding by or complying with the terms of any other employment or independent contractor agreement entered into and executed by Player and any third party. For purposes of clarity, Player shall only be deemed precluded from participating, sponsoring, or promoting a Competitor of GPL.

24. **ASSIGNMENT.**

- a) By Player. This Agreement and any rights or obligation of Player hereunder are personal to Player and Player understands and acknowledges that GPL is entering into this Agreement with Player due to Player's unique, specialized, skill, and experience as a professional poker player, and that but for such material inducement, GPL would not enter into and execute this Agreement with Player. Therefore, Player hereby agrees and acknowledges that Player may not assign this Agreement, or delegate Player's duties and obligations hereunder, to any individual or entity, in any event, without the express prior written consent of GPL, which may be withheld in its sole discretion. Any attempted assignment of this Agreement, or delegation of duties and obligations hereunder, in contravention of the terms contained herein shall be null and void, and shall carry no legal effect.
- b) By GPL. GPL may assign this Agreement and Player's services hereunder to any of its affiliates, parents, or subsidiaries and to any Successor(s) in Interest. For purposes of this Agreement, "**Successor(s) in Interest**" means any entity, individual, or group of individuals that acquires or succeeds all or substantially all of the assets of GPL, or is acquires and is assigned GPL's rights through reason of merger, consolidation, reorganization, or otherwise.

- c) In the event of an assignment of this Agreement pursuant to the terms and provisions contained in this Section, this Agreement shall be binding upon, inure to the benefit of, and enforceable by and against the respective permitted assigns and/or Successors in Interest of the parties hereto.

25. **INDEMNIFICATION.** Player will at all times indemnify, defend, and hold harmless GPL, the Global Poker League, and any licensees, employees, agents, directors, officers, attorneys, subsidiaries, parents, permitted assigns, and/or affiliates of GPL (collectively, the “**Indemnified Parties**”) from and against any and all claims, damages, liabilities, costs, and expenses, including, without limitation, reasonably incurred attorney’s fees (each, a “**Claim**”), arising out of or relating to any alleged breach by Player of this Agreement or breach by Player of any warranty, representation, or covenant made by Player herein. Furthermore, Player shall indemnify, defend, and hold harmless the Indemnified Parties from any and all Claims stemming from Player’s participation in the Global Poker League in contravention of this Agreement or any Law or Order that serves as preventing Player from participating in the Global Poker League. Player will reimburse GPL and/or the Indemnified Parties on demand for any payment made at any time regarding any liability or Claim in respect of which the Indemnified Parties are entitled indemnification. Upon the making or filing of such Claim, or upon the reasonable belief of GPL that such Claim is imminent, GPL shall be entitled to withhold from any amounts payable under this Agreement – i.e. Compensation, bonuses, etc. – such amounts as are reasonably related to the potential liability at issue and all costs associated therewith. GPL shall notify Player of any such Claim, and Player shall have the right, at Player’s own expense, to participate in the defense thereof with counsel of Player’s own choosing; provided, however, that GPL’s decision in connection with defense of any such Claim shall be final, and Player may not settle any such Claim on or for GPL’s behalf without first receiving prior written permission from GPL.

26. **CONFIDENTIALITY.** Player hereby agrees to keep in strict confidence any and all information that has not been publicly disclosed and is not a matter of common knowledge, which Player assimilates or comes into contact with or has access to as a result of Player’s relationship with GPL and performance of services hereunder (“**Confidential Information**”). Player agrees that both during and after the Term of this Agreement, Player will not, without the prior written consent of GPL, disclose such Confidential Information to any third party, or otherwise use such Confidential Information for Player’s personal benefit or gain. Notwithstanding the foregoing, nothing contained herein shall be deemed to restrict or limit Player’s obligation to disclose information as required by applicable Law or by an issued Order or third party having subpoena power. Furthermore, Player shall be entitled to share Confidential Information with his lawyers and accountants; provided, however Player may not do so unless such individuals agree, or have agreed, to abide by the foregoing restrictions pursuant to a written agreement, or some other form of binding, ongoing confidential relationship.

Furthermore, except as provided herein, Player further agrees that both during and for a period of two (2) years following the Term of this Agreement, Player shall not disclose the

terms and provisions contained within this Agreement without the prior written consent of GPL, which may be withheld in GPL's sole discretion.

27. **WAIVER.** The waiver or delay by either party to enforce any term or condition contained in this Agreement in any instance shall not be deemed or construed as a waiver of such term or condition for the future, or of any subsequent breach thereof. All waivers must be in writing and signed by the party waiving any such right or obligation of the other party.

Notwithstanding the foregoing, Player hereby expressly waives and releases: (i) any antitrust Claims relating to the Draft, "GPL 'Wildcard' Player Pool of Draftable Players," or any other term or condition relating to conduct engaged in prior to the execution date of this Agreement; (ii) any Claims related to Player's selection as a Manager's Selection; and (iii) any Claims relating to conduct engaged in pursuant to the express terms of this Agreement and any other rules and regulations established by GPL.

28. **HEADINGS; CROSS-REFERENCES.** The headings and captions used in this Agreement are for convenience and ease of reference only and shall not be used to construe, interpret, expand, or limit the terms of this Agreement. All cross-references in this Agreement, unless expressly directed to another agreement or document, shall refer to the provisions contained in this Agreement and shall not be deemed to be a reference to any other agreement or document.

29. **COUNTERPART; FACSIMILE SIGNATURES.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall together constitute one and the same instrument. Facsimile and other electronically transmitted signatures shall be binding upon receipt.

30. **CONSTRUCTION; APPLICABLE LAW; DISPUTES.** This Agreement shall be deemed entered in London, United Kingdom, and shall be governed by, interpreted, and construed under the laws and judicial decisions of the United Kingdom. Any dispute arising under this Agreement shall be first referred for resolution to GPL' and Player's respective designees. To the extent that the designees of the parties cannot resolve the dispute within seven (7) business days of referral to them, the parties agree to try in good faith to settle the dispute through mediation before resorting to arbitration. If after seven (7) days of mediation with the mediator, the dispute is not settled, or if the mediator declares an impasse prior to the end of the seven (7) day period, or if the parties mutually agree that mediation is no longer in their best interests prior to the end mediation, the aggrieved party may pursue binding arbitration as set forth herein. Any and all mediation hearings shall be held in either Broward County, Florida or London, United Kingdom. If a dispute arises under this Agreement that cannot be resolved through mediation, such dispute shall be submitted to arbitration and resolved by a single arbitrator (who shall be a lawyer not employed by or associated with either party to this Agreement) in accordance with the American Arbitration Association or the London Court of International Arbitration, depending on whether arbitration takes place in Florida or the United Kingdom, respectively. All such arbitration proceedings shall take place in either Broward County, Florida or London, United Kingdom. The award or decision rendered by the arbitrator shall be final, binding and conclusive and any court of competent

jurisdiction may enter judgment upon such award or decision. Any dispute under this Agreement must be resolved by binding arbitration of the parties hereto, except as otherwise provided herein. Unless prohibited by the applicable rules of arbitration, any appeal shall be heard and decided by a panel of three neutral arbitrators. If either party refuses to perform any or all of its obligations under the final arbitration award (following appeal, if applicable) within thirty (30) days of such award or decision being rendered, or at any other time thereafter, the other party may enforce the final award or decision in any court of competent jurisdiction located in Broward County, Florida or London, United Kingdom. Except to the extent otherwise required pursuant to the applicable arbitration rules and procedures and applicable law, each party will pay the fees of its respective attorney(s), the expense of its witnesses, cost of any record or transcript of the arbitration, and any other expenses connected with the arbitration proceeding that such party might be expected to incur had the dispute been subject to resolution in court. Any dispute or portion thereof, or any claim for a particular form of relief that may not be arbitrated pursuant to applicable state, federal, or international law may be heard in a court of competent jurisdiction in Broward County, Florida or London, United Kingdom. If a party believes in good faith that all or part of a dispute, or any claim for relief or remedy sought, is not subject to arbitration under then-prevailing law, then that party may seek a determination to that effect from an appropriate court. If the court determines that the matter is not subject to arbitration or that the remedy sought is not available in arbitration, then the specific matter or request for remedy in question shall be resolved by judicial referral. All other matters and claims for relief shall be subject to final and binding arbitration as set forth above.

31. **NOTICE.** Any notice, request, approval or consent under this contract will deemed sufficiently given if in writing and delivered in person, mailed (certified or first class) by one party to the other at the address set forth below in this Agreement or to such other address as the recipient may subsequently have furnished in writing to the sender, or by email to an email address provided by one party to the other.
32. **SEVERABILITY.** If any provision contained within this Agreement is held invalid, unenforceable, or proscribed, in whole or in part, by a court of competent jurisdiction, such provision shall be modified only to the extent necessary in the opinion of such court to make it enforceable, valid, and un-proscribed, and the remainder of the provisions of this Agreement shall not be affected, and shall be enforced to the fullest extent permitted by applicable law. In the event said court determines that such modification is impossible, the provision shall be deemed severable and delete, and all other provisions of this Agreement shall remain unchanged and in full force and effect.
33. **FORCE MAJEURE.** If for any reason beyond GPL's reasonable control, including strike, boycott, war, an act of God, terrorism, labor disputes, riot, restraint of public authority, economic crisis, or government action resulting in the enactment and/or enforcement of a Law and/or Order that makes the performance of Player's services, duties, and obligations hereunder impossible or infeasible (each, in addition to those listed in Section 4(b) herein, a "**Force Majeure Event**"), GPL is unable, during the period of the Term of this Agreement to use Player's services as a poker player or Rights of Publicity, GPL may, upon advanced written notice to Player, suspend the Term of and the payment of Compensation and/or any

bonuses or other monies under this Agreement, and any attachments hereto to Player, while such Force Majeure Event is in existence. Once such Force Majeure Event no longer exists, as reasonably determined by GPL, GPL shall resume the payment of Compensation and/or any bonuses other monies to Player and the Term of this Agreement shall be extended by the amount time during the which the Term was suspended, and Player shall not be entitled to any additional Compensation or any other monies as a result thereof. The maximum period of time this Term may be suspended and extended pursuant to the terms stated herein is six (6) months. If a Force Majeure Event continues for longer than six (6) months, GPL must either: (i) resume making payment of Compensation and/or bonuses or other monies due to Player upon the conclusion of the six (6) month suspension period; or (ii) terminate this Agreement.

34. **ENTIRE AGREEMENT.** This Agreement, including any attachment hereto, sets forth the entire agreement between Player and GPL, and supersedes any and all other agreements, either oral or in writing, between the parties pertaining to the subject matter of this Agreement. Each party acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by either party, or anyone acting on behalf of either party, which are not embodied in this Agreement or any attachments hereto, and that no other agreement, statement, or promise not contained in this Agreement or any attachments hereto shall be valid or binding.

The provisions contained in this Agreement shall govern the relationship between Player and GPL unless there are conflicting provisions in any rules or regulations established by GPL in existence during the Term of this Agreement, in which case the provisions of said rules and regulations shall take precedence over conflicting provisions of this Agreement relating to the rights or obligations of either party.

No modification or amendment to this Agreement or any attachments hereto shall be binding upon the parties unless confirmed in writing and signed by both parties hereto.

35. **EXECUTION.** This Agreement shall not be binding upon Player until it is executed by Player, and shall not be binding upon GPL until a duly authorized corporate officer of GPL executes it. Upon the execution of this Agreement, Player may request a copy of this Agreement upon written request to GPL.

INTENDING TO BE BOUND HEREBY, the parties hereto have caused this Agreement to be duly executed as of the dates written below. Player acknowledges that before signing this Agreement, Player was given the opportunity to seek advice from or be represented by individuals of Player's own selection.

PLAYER SIGNATURE

ALEXANDRE DREYFUS, DIRECTOR

PLAYER PRINT

DATE

PLAYER ADDRESS

PLAYER TELEPHONE NUMBER

DATE

Mediarex Enterprises Ltd.
120 The Strand
Gzira, GZR1000
Malta

SCHEDULE A

SCHEDULE OF GAMES / TOURNAMENTS

Pursuant to Section 6 of this Agreement, Player hereby guarantees to appear and perform at the following Global Poker League scheduled games and/or tournaments for the upcoming GPL Season. Player hereby commits to appear at and participate in the following games and/or tournaments, and in the event Player is unable to appear and participate as required, Player shall provide GPL with **at least two (2) weeks** advanced written notice of Player's inability to appear and perform as required. Such notice shall include a replacement for Player who shall appear and perform in Player's place. In the event Player fails to provide such notice, or fails to do so within the time period required, Player may be suspended and/or fined by GPL.

SCHEDULE B

COMPENSATION / BONUSES

1. **ATTENDANCE / PLAYING FEE.** For performance of Player's services and all other promises of Player, Player shall receive an hourly fee as follows ("**Hourly Fee**"):
 - \$100/Hour for the 2016 GPL Season
 - \$150/Hour for the 2017 GPL Season

For purposes of this Agreement, "**Hour**" means each time period constituting sixty (60) minutes, determined from the start of a GPL game, tournament, or sponsored event, and ending upon such GPL game, tournament, or sponsored event's conclusion, as calculated and/or timed by GPL. Partial units of time shall constitute an Hour for the purposes of this definition. As means of example, should a GPL game begin at 2:00 pm and end at 5:00 pm, if Player participates throughout the entirety of the GPL game, Player shall be entitled to compensation for three hours. In the event Player is eliminated at the halfway point (i.e. 3:30 pm), Player shall be entitled to compensation for only two hours of play.

Player's Hourly Fee shall be determined **strictly** by Player's time spent attending and/or participating at GPL game(s), tournament(s), and/or sponsored event(s). Time related to traveling, preparation, practice, Team meetings, or any other occurrence not a GPL game, tournament, or sponsored event will not be included. Player's expected hours of play / attendance at GPL game(s), tournament(s), and/or sponsored event(s) shall be between thirty (30) to sixty (60) hours during Player's first GPL Season.

2. **PERFORMANCE BONUS.** In addition to the Hourly Fee, in the event Player's Team wins GPL, Player's Team shall be eligible to receive either: (i) performance bonus compensation

pursuant to the Terms of Service published on the Global Poker League's official website, which can be found at <http://www.globalpokerleague.com/>; or (ii) the sum of \$100,000.00 (“**Bonus**”). Any Bonus compensation earned by Player's Team shall be split evenly amongst Player and members of Player's Team, including the Team Manager. GPL reserves, within its sole and absolute discretion, the right change the Bonus amount at any time prior to the end of any ongoing GPL Season, and Player hereby accepts and acknowledges that GPL reserves such right within its sole and absolute discretion.

3. **EXPENSES.** GPL shall pay and/or refund all of Player's necessary expenses needed to attend and/or participate in GPL game(s), tournament(s), or sponsored event(s) during the GPL Season(s), including, without limitation, expenses and costs related to travel, lodging, and food incurred by Player in order to travel to, stay at, and participate in the GPL game(s), tournament(s), or sponsored event(s); provided, however, such expenses and costs must be agreed upon by and between Player and GPL prior to GPL's payment and/or refund of such expenses. Upon such prior notice and approval, GPL may either refund and/or book on behalf of Player. In the event Player and GPL have not agreed on any expense for or by Player prior to Player incurring such expense, GPL will not pay or refund such expense on Player's behalf, and Player will be solely responsible for incurring and paying such amount(s). In no event will GPL be responsible for paying and/or refunding any costs or expenses incurred by Player in order to attend the Draft. However, Player's attendance is highly recommended.
4. **TEAM REVENUE.** Player shall be entitled to receive a percentage of Net Team Revenue. For Team Revenue earned during any GPL Season, such Net Team Revenue shall be distributed as follows:
 - Seventy Percent (70%) of Net Team Revenue – directly to GPL
 - Twenty Percent (20%) of Net Team Revenue –
 - Fifteen Percent (15%) evenly amongst Player and members of Player's Team
 - Five Percent (5%) to the Player's Team Manager
 - Ten Percent (10%) of Net Team Revenue – evenly amongst all other members of GPL Teams who are NOT a member of Player's Team. For example, a member of a GPL's San Francisco Team shall be entitled to an evenly distributed portion of 10% of Player's Net Team Revenue pursuant to this Section so long as Player is not a member of the GPL's San Francisco Team.

For purposes of this Agreement, “**Team Revenue**” means the identified revenue generated specifically for a Team based upon earned and paid sponsoring, licensing, and merchandising opportunities, agreements, etc., and “**Net Team Revenue**” means Team Revenue minus all costs and expenses incurred in relation to such Team Revenue, including, without limitation, payments regarding commission, the operation of GPL, the Global Poker League, or the Team, and/or any other costs incurred by GPL and/or the Team in relation to providing the services serving as the basis for earning Team Revenue.

5. **REFERRING COMMISSION.** Player shall be eligible to receive commission on any sponsoring and/or advertising deal Player brings or refers to GPL for the purpose of sponsoring, promoting, advertising, or partnering with GPL, and which GPL subsequently contracts with for such purpose (“**Referred Party**”). The decision to partner and/or work with a Referred Party introduced to GPL by Player shall be at the sole discretion of GPL, and Player shall not be eligible for commission in the event Player introduces GPL to a Referred Party that GPL does not subsequently enter into a contractual relationship with. In the event GPL does partner and/or work with a Referred Party pursuant to a contractual relationship entered into by the parties, GPL shall pay Player commission pursuant to the following (“**Referring Commission**”):

- Fifteen Percent (15%) of the Net Revenue received by GPL based upon year one (1) of the contractual relationship entered into between GPL and the Referred Party;
- Ten Percent (10%) of the Net Revenue received by GPL based upon year two (2) of the contractual relationship entered into between GPL and the Referred Party; and
- Five Percent (5%) of the Net Revenue received by GPL based upon year three (3) of the contractual relationship entered into between GPL and the Referred Party.

Player shall be eligible to receive such Commission so long as Player remains under contract with GPL. In the event Player’s contract with GPL expires or is terminated prior to the three (3) year period Player is eligible to receive Commission, as applicable, Player shall no longer be eligible to receive such Commission, and Player agrees that it shall not lay claim, directly or indirectly, to such Commission.

Player shall be entitled to such Commission so long as the contractual relationship entered into between GPL and the Referred Party remains in full force and effect. Furthermore, Player shall no longer be eligible to receive Commission in the event the contractual relationship entered into between GPL and the Referred Party extends longer than three (3) years; this provision shall apply in the event the contractual relationship entered into is for a term longer than three (3) years, or in the event the contractual relationship expires at some point in time prior to the three (3) year period and GPL and the Referred Party enter into a subsequent agreement. For purposes of clarification, should GPL and the Referred Party enter into a contractual relationship for two (2) years, and subsequently enter into another agreement for another two (2) years, Player shall NOT be entitled to five percent (5%) Commission, nor to any other Commission or payment of monies, for the subsequent agreement.

All Commission payable to Player shall be based upon Net Revenue. For purposes of this Agreement, “**Net Revenue**” means all monies received by GPL pursuant to the contractual relationship entered into with the Referred Party, minus all costs and expenses incurred by GPL pursuant to entering into the contractual relationship. The payment of Commissions hereunder shall be subject to deductions as set forth in Section 14 of the Agreement.